Ethel L. Boland, Executrix of the	:	No. 7735 Equity
Last Will and Testament of	:	In the Circuit Court for
John H. Boland, Jr., Complainant	:	Anne Arundel County.
vs.	:	
Ethel L. Boland, Clara Amelia Boland,	:	
Infant, and Margaret Alice Boland,	:	
Infant, Respondents	:	

BILL OF COMPLAINT--Filed Dec. 20th. 1938.

Eq

To the Honorable, the Judges of said Court:-

Your Oratrix, Ethel L. Boland, Executrix of the Last Will and Testament of John H. Boland, Ju., complaining, says:

1. That a certain John H. Boland, Jr., late of Baltimore City, deceased,died in said City August 11, 1932, leaving a last will and testament, and being seized and possessed of real and personal estate, both in the City of Baltimore as well as in Anne Arundel County, Maryland, which said Will was duly admitted to probate by the Orphans' Court of Baltimore City, filed in the office of the Register of Wills in Liber E. R. D. No. 174, folio 265, a certified copy of said Will is filed herewith, marked Exhibit "A" and prayed to be taken, read and considered as a part hereof.

11. That your Oratrix is named in said last will and testament to be the executrix thereof, was granted Letters Testamentary and has qualified as such Executrix. A certified copy of said Letters Testamentary is filed herewith and marked Exhibit "B" and prayed to be taken, read and considered as a part hereof.

111. That said John H. Boland, Jr. died seized and possessed of a tract of land, lying and being in Anne Arundel County, containing about two and one-half acres of land, more or less, situate on Wells Cove, a tributary of Spa Creek, in the village of Eastport, and which is the same property described in a deed dated October 10, 1923, from James M. Munroe and Jerry L. Smith, Trustees, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 60 , folio 360, and which is improved by a small frame dwelling.

1V. That the said John H. Boland, Jr. by his last will and testament aforesaid, devised and bequeathed his property, both real and personal, unto his wife, Ethel L. Boland, one of the respondents, for life, or until she remarries, with the remainder to his two children, Margaret Alice Boland and Clara Amelia Boland.

V. That the said John H. Boland, Jr., died, seized and possessed of two properties, located in Baltimore City, known as No. 1212 and No. 1224 Hollins Street, and upon which properties there is a mortgage to the Security Perpetual Building and Loan Association of Baltimore City, which debt at present is about $2,400.00; the mortgage is in default and the mortgagee has notified your Oratrix it will foreclose unless payment is made soon.

Vl. That the present estate of John H. Boland, Jr. , in the hands of Ethel L. Boland, Executrix, the complainant herein, is insufficient for the payment of his just debts, funeral expenses and to defray the costs and expenses of his Estate.

Vll. That a sale under the mortgage aforesaid will undoubtedly result in the loss of said properties of the Estate, loss of income therefrom and may also leave a deficit which will result in further loss.

Vlll. That having all of the above facts in mind, your Oratrix secured a purchaser for the Wells Cove property, Hans Eilers and Kathe Eilers, his wife, at and for the sum of $2,700.00.

The memorandum of sale is filed herewith as Exhibit "C" and prayed to be taken, read and considered as a part hereof.

1X. That your Oratrix, by the sale of the Wells Cove property, believes she will be able to settle the entire indebtedness on the Hollins Street properties above mentioned and have the mortgage released.

X That the defendants, Clara Amelia Boland and Margaret Alice Boland, the children of your Oratrix, are infants and reside with your Oratrix and in her opinion the sale of the said Wells Cove property would be advantageous and beneficial to said infants and to the Estate.

To the end, therefore,

a. That the sale of the Wells Cove property referred to herein, belonging to the said John H. Boland, Jr., to Hans Eilers and Kathe Eilers, his wife, may be ratified and the proceeds, after the payment of all just debts, charges and expenses, may be distributed to the Security Perpetual Building and Loan Association of Baltimore City in payment of its mortgage against the properties known as 1212 and 1224 Hollins Street;

b. That a trustee, or trustees, may be appointed by this Honorable Court to convey the real estate mentioned; and

c. That your Oratrix may have such other and further relief as her case may require.

May it please your Honors to grant unto your Oratrix the Writs of Subpoena, directed to the said Ethel L. Boland and to the said Clara Amelia Boland and Margaret Alice Boland, infants, all of whom reside in Baltimore City, commanding them and each of them to be and appear either in person or by Solicitor in this Court on or before a certain date to be named therein, to show cause if any they have why a decree should not be passed as prayed.

And as in duty bound, etc.

Noah A . Hillman — Ethel L. Boland

Solicitor for Complainant — Complainant

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 15 day of December, 1938, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Ethel L. Boland, Executrix of the last will and testament of John H. Boland, Jr., and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true and bona fide to the best of her knowledge, information and belief.

Witness my hand and seal Notarial.

(Notary's) — George H. Jarboe Jr.

(Seal) — Notary Public

Complainant's Exhibit " A"--Exh. #1, J.D.S.--Filed Dec. 20th. 1938.

Sunday Aug. 6--32.

I bequeath to my wife Ethel L. Boland, and my two children Margaret A. Boland, and Clara A. Boland, My Entire Estate, My wife Ethel L. Boland to be execuator of estate and administrator of said Estate as long as she lives, if she remarries in the meantime The entire Estate to go to my two children.

Witness are Samuel Goldstein — John H. Boland His X Mark

Anna D. Bossom

Baltimore City, ss.

On the 18th. day of August, 1932 came Samuel Goldstein and made oath in due form of law, that he does not know of any Will or Codicil of John H. Boland, Jr. late of said City, deceased, other than the above instrument of writing, and that he received the same from The Deceased; retained same to this time, all parties notified, and that the said John H. Boland, Jr. departed this life on the 11th. day of August, 1932

Sworn to in open Court.

Test: Edwin R. Downes
Register of Wills for B altimore City.

Baltimore City, ss.

On the 18th. day of August, 1932 came Samuel Goldstein and Anna D. Bossom the two subscribing witnesses to the aforegoing last Will and Testament of John H. Boland, Jr. late of said city, deceased, and made oath in due form of law that they did see Testator sign this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament; that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory, understanding; and that they, subscribed their names as witnesses to this Will in his presence at his request; and in the presence of each other.

Sworn to in open Court.

Test: Edwin R. Downes
Register of Wills for Baltimore City.

In the Orphans' Court of Baltimore City:

The Court, after having carefully examined the above last Will and Testament of John H. Boland, Jr., late of Baltimore City, deceased, and also evidence adduced as to its validity, Orders and Decrees, this 18th. day of August, 1932, that the same be admitted in this Court as the true and genuine last Will and Testament of the said John H. Boland, Jr. , deceased.

(Harry C. Gaither
Judges (William M. Dunn
(Philip L. Sykes

State of Maryland, Baltimore City, ss.

I, John H. Bouse, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, DO HEREBY CERTIFY THAT the aforegoing is a true and full copy of LAST WILL AND TESTAMENT of John H. Boland, Dr. late of said city, deceased, to-gether with the proofs and probate thereof, etc., taken from Wills Liber E. R. D. No. 174, Folio #265, etc., being one of the records filed, recorded and kept in the office of the Register of Wills for Baltimore City.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 15th. day of November, in the year of our Lord nineteen hundred and thirty-Eight

(Reg. of Wills) John H. Bouse
(Seal) Register of Wills for Baltimore City.

Complainant's Exhibit "B" Exh. #2 J. D. S.--Filed Dec. 20th. 1938.

The State of Marylamd Baltimore City, Sc.:

The Subscriber, Register of Wills for Baltimore City, doth hereby certify that it appears

by the Records in his office, that Letters of Administration of all the goods, chattels, credits and personal estate of John H. Boland, Jr. deceased, were on the 18th day of August in the year of our Lord one thousand nine hundred and thirty-two granted and committed unto Ethel L. Boland the Executrix by the last Will and Testament of the said deceased, appointed, and that said letters are at this date in full force and effect.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of my office, this 15th day of November in the year of our Lord nineteen hundred and thirty-eight

(Reg. of Wills) Test: John H. Boland

(Seal) Register of Wills for Baltimore City.

Complainant's Exhibit "C" Exh. #4 J. D. S.--Filed Dec. 20th. 1938.

Nov. 14, 1938.

This will acknowledge receipt of the sum of $10. 00 from Hans Eiler_ and Kathe Eilers, his wife, deposit on account of the purchase price of $2,700.00, for the house and lot containing about two and one-quarter acres of land more or less, located at Boucher Point Road, Wells Cove. The balance of the purchase price, $2,690.00, is to be in cash and taxes, insurance, etc., to be adjusted to the date of settlement.

Witness: Ethel L. Boland

N. A. Hillman Hans Eilers

Kathe Eilers

Answer of Ethel L. Boland--Filed Dec. 28" 1938

To the Honorable, the Judges of said Court:

Ethel L. Boland, one of the respondents named in the above titled cause, answering the Bill of Complaint herein against her exhibited, respectfully shows:

This respondent admits the allegations set forth in the Bill of Complaint, and believes that it would be for the best interest of everybody concerned for the relief prayed for to be granted, and therefore consents to the granting of the relief prayed for.

And as in duty bound, etc.

Ethel L. Boland

Respondent

Petition to Appoint Guardian Ad Litem and Order of Court--Filed Dec. 28" 1938

To the Honorable, the Judges of said Court:

The Petition of the plaintiff in this case respectfully represents unto your Honors:

1. That Clara Amelia Boland and Margaret Alice Boland, both infant defendants in this cause, have been summoned.

11. That said infant defendants have no legal guardian.

Wherefore, your Petitioner prays this Honorable Court to appoint a Guardian ad Litem for each of said infant defendants to appear and answer for said infant defendants and suggest that Rebecca Clatanoff, who has no interest whatsoefer in this suit, be appointed Guardian ad Litem.

And as in duty bound, etc.

Noah A. Hillman

Solicitor for Plaintiff.

Order of Court

Ordered, by the Circuit Court for Anne Arundel County in Equity, this 28th day of December, 1938, upon the aforegoing Petition that Rebecca Clatanoff be and she is hereby appointed Guardian ad Litem for the infant defendants in the aforegoing petition, and she is hereby directed to appear and file her Answer in their behalf.

Ridgely P. Melvin

Judge

Answer of Clara Amelia Boland--Filed Dec. 28th. 1938.

To the Honorable, the Judges of said Court:

The Answer of Clara Amelia Boland, one of the infant defendants named in the B ill of Complaint in this Court against her exhibited, by Rebecca Clatanoff, duly appointed Guardian ad Litem, res pectfully represents unto your Honors:

That the defendant, being an infant under the age of twenty-one years, cannot admit nor deny the allegations set forth in said Bill of Complaint, and therefore submits her rights to the protection of this Honorable Court.

And as in duty bound, etc.

Rebecca Clatanoff

Guardian ad Litem

Answer of Margaret Alice Boland--Filed Dec. 28th. 1938.

To the Honorable, the Judges of said Court:

The Answer of Margatet Alice Bolamd, one of the infant defendants named in the Bill of Complaint in this Court against her exhibited, by Rebecca Clatanoff, duly appointed Guardian ad Litem, respectfully represents unto your Honors:

That the defendant, being an infant under the age of twenty-one years, cannot admit nor deny the allegations set forth in said Bill of Complaint, and therefore submits her rights to the protection of this Honorable Court.

And as in duty bound, etc.

Rebecca Clatanoff

Guardian ad Litem

Petition to take Testimony and Order of Court--Filed Dec. 29th. 1938.

To the Honorable, the Judges of said Court:

The Petition of Ethel L. Boland, executrix, by Noah A. Hillman, her Solicitor, respectfully shows:

1. That all of the defendants have been duly summoned in this case and the infant defendants have had a Guardian ad Litem appointed.

11. That all the defendants have filed their Answers and testimony can now be taken to support the allegations of the Bill of Complaint.

Wherefore, your petitioner respectfully prays that leave be granted her to take testimony in this case before one of the Standing Examiners of this Court.

And as in duty bound, etc.

Noah A. Hillman

Solicitor for Petitioner

Order of Court

Ordered by the Circuit Court for Anne Arundel County in Equity, this 29th day of December, 1938, that leave be granted to the parties to the cause to take testimony as prayed before one of the Standing Examiners of this Court.

Ridgely P. Melvin

Judge

Testimony and four exhibits on behalf of the Plaintiff. Filed Feby. 1st. 1939.

Present:-

Mr. Noah A. Hillman, Attorney for the Plaintiff.

Rebecca Clatanoff, Guardian ad Litem.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenogrepher.

Witnesses:-

Ethel Louise Boland,----------2to 4

Annie Laurie Wiegard,----------5to 6

Ethel Louise Boland, a witness of lawful age, being first duly sworn, deposes and says:-

(Hillman.)

1. State your name and residence?

A. Ethel Louise Boland, 131 South Augusta avenue, Irvington, Baltimore, Md.

2. You are Executrices of your husband's will? A.I am.

3. When did Mr. Boland, your gusband die? A. August 11th, 1932.

4. I hand you here a paper and ask you what that is?

A. This is a copy of my husband's will with probate attached.

-----Offered as Examiner's Exhibit No. 1.

5. Did your husband leaveany real estate?

A. Yes he did, he left real estate in Baltimore City and also in the County down here, Anne Arundel County.

6. You were named Executrices were you not?

A. Yes, I was.

Certified copy of the Letters offered as Exh. 2

7. Did your husband own a piece of property on Wells Cove near Eastport in the Second District of Anne Arundel County? A. Yes.

8. What does this property consist of?

A. It consists of about 2½ acres and a small house of four rooms, no outbuildings or garage or anything like that.

Certified copy of the deed offered as Exh. No. 3.

9. You have filed this Bill of Complaint to sell this property, why do you wish to sell this property?

A. I have an outstanding debt to the Building Association Mu. Boland left, about $2600, and having no other income but what I get from property, and has not been rented at different times I find it hard to go on, and I had an opportunity to relaize enough out of this property to take care of those mortgages.

10. You have stated in your Bill of Complaint that your husband died seized and possessed of two properties known as 1212-1224 Holland street, Baltimore, and mortgaged to the Security Perpetual Building and Loan Association of Baltimore City which mortgage is about $2,400 now, is that correct?

A. Yes, but there are other debts like running accounts, that is just the mortgage.

11. This mortgage is in default? A. That's right.

12. Has this Association asked you to pay it?

A. Yes they have, in fact they have filed a claim in Baltimore City in the Orphans Court.

13. Do you have anything in hand to pay the debts of your husband's estate without sale of this property at Eastport?

A. No, I do not.

14. Having all that in mind what did you do to get a purchaser?

A. The lady who lived there asked me would I have to sell, and several people asked about it but I never got an offer that I thought would take care of those two mortgages, and I told the lady I would like to have $2700 for it which I think is fair.

15. This lady is the tenant in the house?

A. Yes, Mrs. Kathey Eilers.

16. Did you make an agreement with her? A. Yes I did.

17. Is this the agreement?

A. Yes, this is the agreement.

18. Do you believe it is to the interest of the estate and of your infant children to sell this property?

A. Yes I do.

19. How many children are there?

A. Two, Clara Amelia, 13 years old and Margaret Alice, ten years old.

20. Do both of the children live at home with you?

A. Yes.

------Agreement filed as Exhibit No. 4

21. Do you believe the price of $2700 is fair and reasonable for that property?

A. Yes I do very fair considering offers I have had so far, I only had an offer of $2,000.

22. Do you want the Court to ratify the sale to Mr. and Mrs. Hans Eilers?

A. Yes I do.

23. At the figure of $2700? A. Yes.

24. And you wish the proceeds of this to be distributed to the Building Association mortgages so as to save the two Baltimore properties?

A. Yes.

25. How much rent do you get for this property?

A. I get $20 a month when it is rented.

26. What are the taxes a year?

A. Around $48. I also have fire insurance of $18.60 a year.

No Cross E xamination.

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

A. Nothing more.

Ethel Louise Boland

Annie Laurie Wiegard, a witness of lawful age, being first duly sworn, deposes and says:-
(Hillman.)

1. State your name, residence and occupation?

A. Annie Laurie Wiegard, 25 School street, Annapolis, Md. Real Estate and Insurance.

2. How long have you been in the real estate business?

A. Eight years.

3. Have you had any experience with sales of property in and around Eastport, particularly near Wells Cove?

A. No.

4. Have you had experience regarding sales of property in Eastport any place in the past eight years? A. Yes.

5. Are you familiar with the property mentioned in these proceedings? A. Yes.

6. Have you examined the property? A. Yes.

7. Can you state what is the reasonable, market value of that property today? Q.$2,050.

8. Can you state how you arrived at that figure?

A. I appraised the house at $800 and the land at $1250, 2½ acres, allowed $500 an acre making total of $1250 for the land and $800 for the house.

9. Is the house in good condition or otherwise? A. Otherwise.

10. Can you describe that house?

A. It is a frame house with wooden shingle roof, consists of four rooms there is no basement or plumbing of amy kind. There are electric lights in the house.

11. Do you consider the sale of this house and land at the price of $2700 fair and reasonable?

A. I consider it a good price.

12. Having heard the testimony of the mother, do you believe it to be to the interest of the parties in this case, in view of the price offered and the circumstances, to sell this property at the present time?

A. Yes I do.

To the general question under the rule the witness says:- A. No.

Annie Laurie Wiegard

There being no other witnesses to be examined at this time, and no further testimony desired on behalf of the Plaintiff, this testimony is now closed and returned to the Court at the request of the Plaintiff's solicitor this 31st day of January, 1939.

Witness my hand and seal this day above written.

Jno.S . Strahorn (Seal)
Examiner

Exh.#3 with testimony, J.D.S.

($2.50 Rev.Stamps)

This Deed, Made this 10th day of October, in the year one thousand nine hundred and twenty-three, between James M. Munroe and Jerry L. Smith, Trustees as hereinafter mentioned, of the first part, and John H. Boland, Junior, of the second part.

Whereas, at a public sale had on the 10th day of April, 1923 at 11 o'clock A.M., the said James M. Munroe and Jerry L. Smith, in pursuance of the special power and authority vested in

them as Trustees, in and by a certain Deed of Trust from William J. Chaney and Lillian D. Chaney his wife, bearing date of the 14th day of December 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 57, folio 307 etc., the two parcels of land and premeses hereinafter described, being the properties by said Deed of Trust conveyed, were sold unto John H. Boland, Junior, of Baltimore City, Maryland, who was then and there the highest bidder, and the said sale having been duly reported to and ratified by the Circuit Court (In Equity) for Anne rundel County in a cause in said Court pending entitled "In the Matter of the Trust Estate of William J. Chaney and Lillian D. Chaney, his wife," (Equity Docket No. 15,folio 438); and whereas the purchase money has been fully paid, and is hereby acknowledged, the said James M. Munroe and Jerry L. Smith, Trustee, are in law duly authorized to execute a Deed for the property to the purchaser.

Now, Therefore, this Deed, Witnesseth:- That the said James M. Munroe and Jerry L. Smith, Trustees as aforesaid, in consideration of the premises and the sum of $1.00, to them by the Grantee paid, in execution of the powerand authority them vested, by Deed of Trust aforesaid, do grant and convey unto the said John H. Boland, Jr., all the right, title and interest of the said William J. Chaney and Lillian D. Chaney, his wife, or of those claiming by, from or under them, in and to all those two lots or pardels of ground, situated and lying in the Second Election District of Anne Arundel County, near the village of Eastport, and on the west side of Wells Cove, and described as follows:-

Beginning for the first thereof at a stake on Wells Cove, a cove of Spa Creek, and running from thence South 78 degrees, west 38 feet to a stake, thence North 17 degrees forty-five minutes west 162 feet to a post in the south line of the property conveyed to Mary J. Moss by Arthur D. Moss Deed dated the 15th day of September, 1909, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 68, folio 388, thence with the said line north 73 degrees East 165 feet to a shore line of the aforesaid Cove, then with said Cove in a Southerly direction to the point of beginning; subject, however, to the use of a street or road, thirty feet wide, leading to a wharf on said Cove as mentioned in the aforsaid Deed to Mary J. Moss.

Being the same lot of ground and premises, which the said William J. Chaney and Lillian D. Chaney, his wife, acquired from Alice Quaide and husband, by Deed dated September 1st, 1920, and recorded among the Land Records of Anne Arundel County in Liber W. N.W . No. 13, folio 419.

And beginning for the second thereof at a stake heretofore planted on the on the northeast side of a twenty foot road running from Boucher Street toward Spa Creek, and distant as measured along the northeast side of said twenty foot road, Northwesterly 214 feet from the northwest side of said Boucher Street, the said beginning being at the northwest corner of a 2.18 acre lot heretofore conveyed to Bertha N. Atwell and running with the lines of said conveyance north 65 degrees 17 feet east 388.25 feet to the shore line of Wells Cove, a tributary of Spa Creek, thence leaving the said conveyance to Atwell and running with the said Cove north 26 degrees 39 minutes west 98.9 feet to the south line of a lot conveyed by Matilda McC. Brashears to Alice and Herman Quaide, December 31, 1918, thence running with said conveyance south 71 degrees 38 minutes west 37.4 feet north 24 degrees 45 minutes west 161.10 feet to the south line of a lot conveyed by Matilda McC. Brashears to Arthur D. Moss, April 26, 1907, thence with the said conveyance south 66 degrees, 41 minutes west 347.6 feet to the northwest line of the aforesaid 20 feeot road, thence with the same southeasterly 275.5 feet to the place of beginning. Containing two and five-tenths (2 and 5/10) acres of land, more or less, all of the above courses

being referred to the true meridian.

Being the same lot of ground and premises which by Deed dated the 7th, day of May, 1923,and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 71, folio 307, was granted and conveyed by Ridgely P. Melvin, Executor of Matilda McC. Brashears, to James M. Munroe and Jerry L. Smith, Trustees.

Together with the improvements thereupon and the rights and appurtenances thereto belonging or appertaining.

To have and to hold the above granted parcels of land and premises unto the said John H. Boland, Jr., his heirs and assigns, forever in fee simple.

As Witness, our hands and seals, the day and year first above written.

Test:

Ethel T. Jickling

James M. Munroe, (Seal)
Jerry L. Smith (Seal)
Trustees

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that on this 10th day of October, 1923, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared James M. Munroe and Jerry L. Smith, Trustees, Grantors herein, and they each acknowledged the aforegoing Deed to be their act and deed.

Witness my hand and Notarial Seal.

(Notary Seal)

Ethel T. Jickling
Notary Public

Recorded: 10th day of October, 1923, 2 P. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber W. N. W. No. 60, folio 360, 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 20th day of January, A.D. 1939.

(Circuit Court)
(Seal)

John H. Hopkins 3d
Clerk.

Submission For Decree--Filed Feby. 13" 1939

To the Honorable, the Judges of said Court:

The parties to this cause hereby submit the same for decree.

Noah A . Hillman
Solicitor for Ethel L. Boland,
Executrix, etc. , Complainant
Ethel L.Boland
Rebecca Clatanoff
Guardian ad Litem for
Clara A melia Boland and
Margaret Alice Boland, Infants

Decree--Filed February 13" 1939.

This cause standing ready for hearing and having been submitted on Bill, Answer and Testimony, and it appearing that the infant defendants have appeared in these proceedings and answered

by Guardian ad Litem appointed by this Court; and it further appearing that the personal estate John H. Boland, Jr., Deceased, in the hands of Ethel L. Boland, executrix under the last Will and Testament of said John H. Boland, Jr., is insufficient for the payment of his just debts, funeral expenses and the costs and expenses of his estate, and further, that it would be to the advantage and benefit of everyone concerned that the real estate mentioned in these proceedings be sold, it is thereupon this 13th day of February, 1939, by the Circuit Court for Anne Arundel County, In Equity

Adjudged, Ordered And Decreed that the real estate mentioned in the proceedings be sold and that Noah A. Hillman 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 this Court a bond to the State of Maryland, executed by himself with a surety or sureties to be approved by the Clerk of this Court in the penalty of Three thousand ($3000.) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future order or decree in the premises; he shall proceed to make the said sale, in accordance with the terms of the contract filed with the proceedings, for cash.

And as soon as may be convenient, 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 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 to law, shall convey to the purchasers of said property to them sold free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the Trustee shall bring into this Court the money arising from such sale, and the bonds or other security 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 his trust.

Ridgely P. Melvin

Judge

Bond--Filed & Approved this 18" day of February 1939.

Eagle Indemnity Company

Maryland, Sc.

Know All Men By These Presents, That We, Noah A. Hillman, Trustee, as Principal, and Eagle Indemnity Company, of New York, N. Y., a corporation 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 Three Thousand Dollars, to be paid to the State of Maryland, aforesaid; To which payment, well and truly to be made and done, we bind ourselves and every of us, our and every of our Heirs, Executors, Administrators and Successors, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals, dated this 17th ~~day~~ of February in the year of our Lord Nineteen Hundred and Thirty-Nine.

The Condition of the Obligation is Such, That if the above bounden Noah A. Hillman, Trustee, shall well and truly perform the offices of Trustee In the Mater of Ethel L. Boland, Executrix, etc Vs. Ethel L. Boland, eta l Equity 7735, In the Circuit Court for A. A. County, according to law, and shall in all respects doscjarge tje duties of h im required by law, as Trustee aforesaid, without any injury or damage to any person interested in the faithful performance of the said office,

then the above obligation shall be void, it is otherwise to be in full force and virtue in law.

Signed, Sealed and Delivered — Noah A. Hillman (Seal)

in the presence of — (Corporate Seal) — Eagle Indemnity Company

Lina Johnson — By: Benjamin Michaelson

Attorney-in-Fact.

Report of Sale Filed Feby.18" 1939.

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

The report of Noah A. Hillman, Trustee, appointed by the Court in these proceedings, and authorized to make private sale of the property herein mentioned, respectfully shows:

That under and by virtue of the decree authorizing the private salein these proceedings, he did pursuant to said decree and in accordance with the terms of the contract filed in these proceedings, sell at private sale the property mentioned, to wit:

All those two contiguous lots of ground and premises, lying and being in the Second Election District of Anne Arundel County, near Eastport, on Wells Cove, which are fully described in a deed dated October 10th, 1923, from James M. Munroe and Jerry L. Smith, Trustees, to John H. Boland, Jr; this deed being recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 60, folio 360, containing two and five tenths (2.5) acres of land, more or less, unto Hans and Kathe Eilers, the parties who entered into the agreement filed herein and the purchasers have paid the full sum of Twenty-seven hundred ($2700.00) Dollars unto the Trustee.

All of which is respectfully submitted.

Noah A. Hillman

Trustee

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that on this 10th day of February, 1939, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Noah A. Hillman, Trustee, who made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that in his opinion the said sale was fairly made.

Witness my hand and seal Notarial.

(Notary's) — Rebecca Medford

(Seal) — Notary Public

Order Nisi)

Ordered this 18" day of February, 1939, that the sale of the property mentioned in these proceedings, made and reported by Noah A.Hillman, Trustee, appointed by Order of Court, be ratified and confirmed, unless cause to the contrary be shown on or before the 21st day of March, 1939; 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 21st day of March, 1939.

The report states the amount of sale to be Twenty-seven hundred ($2700.00) Dollars.

John H. Hopkins, 3rd. Clerk.

Certificate of Publication — Annapolis, Md., March 21, 1939

We hereby certify, that the annexed Order Nisi- Sale-Boland #7735 Eq.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 21st day of March, 1939. The first insertion being made the 20th day of February, 1939.

The Capital-Gazette Press, Inc.

By H. L. Strange

ORDER

Ordered, by the Circuit Court for Anne Arundel County in Equity this 23rd day of March, 1939, that the sale made and reported by Noah A.Hillman, Trustee, 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 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.

Ridgely P. Melvin

Judge

Petition of Trustee--Statement and Order of Court--Filed June 22" 1939

To the Honorable, the Judges of the Circuit Court for Anne Arundel County:

The Petition of Noah A. Hillman, Trustee, respectfully shows:

1. That he has made the sale of the property mentioned in these proceedings and is ready to state an account.

11. That the purpose for which the property was sold in this case was to raise funds with which to pay outstanding mortgages on two pieces of property in Baltimore City, which mortgages are held by the Security Perpetual Building and Loan Association.

111. That your petitioner is advised that there is a balance due on the said mortgages amounting to approximately $2,614.93 and your petitioner files herewith a statement which he has received from the Building Association aforesaid.

Wherefore, your petitioner prays this Honorable Court to pass an Order directing the Auditor of this Court in making up the account to allow unto the Security Perpetual Building and Loan Association whatever balance may be on hand over and above expenses, etc., and up to the amount which may be due said Building Association.

And as in duty bound, etc.

Noah A. Hillman Trustee

Petitioner

I Hereby concur in the above petition and agree that the amount stated to be due is correct.

Ethel L. Boland

Executrix of the Last Will and Testament

of John H. Boland, Jr.

Order of Court

Ordered,this 27 day of June, 1939, by the Circuit Court for Anne Arundel County in Equity, that the Auditor of this Court be and she is hereby directed to allow unto the Security Perpetual Building and Loan Association out of the proceeds of sale, and after all other lawful deductions have been made, the balance to said Association up to the amount found due and owing, subject to exceptions in due cause

Ridgely P. Melvin

Judge

Statement of Account--J. H.Boland, #1224 Hollins St. as of April 3rd, 1939

Balance Due on Mortgage--4-3-39	$1,161.80
Interest Due	26.85
Property Expense Balance Debit (Short)	97.61
Balance Due--4-3-39	1,286.26
Release of Mortgage	7.30
Total Balance Due as of April 3, 1939	$1,293.56

Statement of Account-J.H.Boland, #1212 Hollins St. as of April 3rd, 1939	
Balance Due on Mortgage-4-3-39	$1,243.33
Interest Due	46.50
Property Expense Balance Debit (Short)	24.24
	$1,314.07
Release of Mortgage	7.30
Total Balance Due as of April 3, 1939	$1,321.37
Total Balance Due on above two Mortgages	$2,614.93

G.R.Roop 3/29/39

Secretary

Security Perpetual Building and Loan Association

Auditor's Report and Account--Filed July 7th 1939

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.

Laura R. Jickling Auditor.

Dr. Ethel L. Boland, Executrix, etc, Vs. Ethel L. Boland, et al in ac.

with Noah A.Hillman, Trustee

To Trustee for commissions (surplus waived)		$25.00
To Trustee for Court Costs, viz:		
Plaintiff's Solicitor's appearance fee	$10.00	
Clerk of Court - costs	21.25	
Auditor	9.00	40.25
To Trustee for Expenses, viz:		
Capital-Gazette Press-Order nisi on Report of sale	5.00	
Capital-Gazette Press-Order nisi on auditor's acct.	5.00	
Benjamin Michaelson, Agent -bond premium	12.00	
Jos. C. Deegan, Sheriff - costs	5.50	
John S. Strahorn - examiner	4.00	
Rebecca Slatanoff - Guardian ad Litem	4.00	
Juliet D.Strahorn - Stenographer	3.50	
Clerk of Court - certified copy	.50	
Rebecca Medford - notary fee	.50	
Annie Laurie Wiegard - appraisal fee	25.00	
One-half Federal revenue stamps	1.50	
One-half State revenue stamps	1.35	67.85
To Security Perpetual Building & Loan Association - Balance, as per order of Court June 27,1939		2,569.90
		$2,703.00

Cr. Nov. 14, 1938

Proceeds of Sale	$2,700.00
Adjustment of 1938 taxes	3.00
	$2,703.00

Order Nisi)

Ordered, This 7th day of July, 1939, 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 8th 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 8th. day of August next.

John H. Hopkins, 3rd. Clerk.

Certificate of Publication Annapolis, Md., August 4,1939

We hereby certify, that the annexed Order Nisi Auditors Account--Ethel L. Boland, Executrix, etc, vs. Ethel L. Boland et. al. No. 7735 Equity was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of August, 1939. The first insertion being made the 8th day of July, 1939.

The Capital-Gazette Press, Inc.
By Alfaretta Friend.

Certificate of Publication Annapolis, Md., August 11, 1939

We hereby certify, that the annexed Order Nisi-Aud. Account "Ethel L. Boland" was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Md. once a week for 3 successive weeks before the 8th day of August, 1939. The first insertion being made the 8th. day of July, 1939.

The Capital-Gazette Press. Inc.
By Lillie L. French

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 15 day of August, 1939, 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.

Ridgely P. Melvin
Judge

EX PARTE,	:	No. 7746 Equity
In the Matter of the Adoption of Phyllis	:	In The Circuit Court for
AnnHolder, an Infant.	:	Anne Arundel County, In Equity.

Petition, Affidavits, Consent, Exhibits, & Decree Filed January 9th. 1939.

Petition

To the Honorable, the Judge of said Court:

The Petition of Clifford Loehr Jones and Catherine Tyler Jones, his wife, respectfully represents unto your Honor:

1. That your Petitioners reside in the village of Eastport in Anne Arundel County, State of Maryland, and have resided therein for more than two years prior hereto, and that they are married and are possessed of means sufficient to properly maintain and rear a child.

2. That the said infant, Phyllis Ann Holder, was born in the District of Columbia on the eighteenth day of February, 1936, to Marjorie Ellen Holder, a certificate of the birth of the said infant being filed herewith.

3. That the said infant, Phyllis Ann Holder, was deserted by her mother, the said Marjorie Ellen Holder, during the month of July,1937, in Dorchester County, State of Maryland.

4. That on the seventh day of September, 1937, the said infant, Phyllis Ann Holder, was placed with the Maryland Children's Aid Society for the purpose of placement in a home and for its eventual adoption.

5. That the said Marjorie Ellen Holder has signed a consent under affidavit to the adoption of the said infant by your Petitioners, a copy of the said consent and affidavit being filed herewith.

6. That the Maryland Children's Aid Society has supervised the custody and adjustment of the child in the home of your Petitioners since November 14th, 1937, and that they are satisfied that the best interests and welfare of the child will be served by the adoption of the infant, the said Phyllis Ann Holder, by your Petitioners.

7. That your Petitioners desire to legally adopt the said Phyllis Ann Holder and to extend to her all the benefits, privileges and rights contemplated by law.

8. That your Petitioners believe and aver that the said adoption will be for the best interest and welfare of the said infant.

9. That your Petitioners desire to have the name of the said infant changed from Phyllis Ann Holder to Phyllis Ann Jones.

Wherefore, your Petitioners respectfully pray this Honorable Court to pass an order declaring the said Phyllis Ann Holder to be the legally adopted child of Clifford Loehr Jones and Catherine Tyler Jones, his wife, and changing the name of the said infant from Phyllis Ann Holder to Phyllis Ann Jones.

And as in duty bound, etc.,

Clifford Loehr Jones

Edward G. Chaney

Katherine Tyler Jones

Solicitor for the Petitioners.

Petitioners.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 30" day of December, 1938, before me, the Subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared

Clifford Loehr Jones and Catherine Tyler Jones, his wife, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true and bona fide as therein stated to the best of their information, knowledge and belief.

As Witness my hand and seal Notarial on the date above written.

(Notary's) Mary M. Munroe
(Seal) Notary Public.

Health Department of the District of Columbia

Certificate of Birth Registration

This is to Certify, That in accordance with an Act to provide for the better registration of births in the District of Columbia and for other purposes, approved March 1, 1907, the birth of a female child to Marjorie Ellen Holder on February 18, 1936 has been officially registered in the Health Office of the District of Columbia, by Dr. Edward Kelly

Record No. 388154 Name of Child Phyllis Ann Holder

(Corporate) George C. McMench M.D.,
(Seal) Health Officer.

To whom it may concern

Washington, D.C. Dec.-14,1938.

I, Marjorie Holden (or Holder), now residing in Washington,D.C., do hereby consent to the adoption of my daughter, Phyllis Ann Holden (or Holder), born February 18, 1936, by Clifford L. Jones and Katherine T. Jones, his wife, to be prayed of the Circuit Court for Anne Arundel County.

I, Marjorie Holden (or Holder), do further consent to any change of name of the said Phyllis Ann Holden (or Holder) which the said Clifford Jones, and Katherine T. Jones, his wife, may pray of the Circuit Court for Anne Arundel County.

Witness: Marjorie Holder

D _____

District of Columbia _____S.S.,

This is to certify that on this 14 day of Dec. 1938, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared Marjorie Holden who subscribed the aforegoing consent in my presence.

As Witness my hand and Notarial Seal.

(Notary's) J.S. Vassar
(Seal) Notary Public

We Do Hereby Certify that we have supervised the custody of Phyllis Ann Holder in the home of Clifford Loehr Jones and Catherine Tyler Jones, his wife, and believe and aver that the best interests and welfare of the said infant, Phyllis Ann Holder, will be served by the adoption which has been prayed.

(Corporate) Maryland Children's Aid Society
(Seal) By: Katharine T. Kirnan
Executive Secretary.

Decree

The above entitled cause being ready for decree, and being submitted, the Petition, affidavits

and consent and all other proceedings were by the Court read and considered.

It is thereupon, this 10th day of January, 1939, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed that the infant, Phyllis Ann Holder, mentioned in these proceedings, be, and she is hereby declared to be the legally adopted child of Clifford Loehr Jones and Catherine Tyler Jones, his wife, as prayed in the above cause.

It is further Adjudged, Ordered and Decreed that the name of the said infant be, and it hereby is changed from Phyllis Ann Holder to Phyllis Ann Jones, and that the Petitioners pay the costs of these proceedings to be taxed by the Clerk.

Ridgely P. Melvin.

Judge.

Royal Building and Loan Association of	:	No. 7737 Equity
Baltimore City, Incorporated, and J.	:	In The Circuit Court
Calvin Carney, Attorney-named-	:	For
in- Mortgage	:	Anne Arundel County.

vs.

John Lunz.

Ef.

Order To Docket Suit. Filed Dec. 22" 1938

Mr. Clerk:

Please docket the above entitled case and file the accompanying mortgage, marked "Petitioner's Exhibit No. 1".

J. Calvin Carney

Attorney for Plaintiff.

Mortgage--------Filed Dec. 22" 1938 Petitioner's Exhibit No. 1

This Mortgage, Made this 14th day of June in the year nineteen hundred and thirty- seven between John Lunz, divorced, of the first part, of Baltimore City, in the State of Maryland, Mortgagor, and Royal Building and Loan Association of Baltimore City, Incorporated, a body corporate, duly incorporated, Mortgagee:

Whereas, the said Mortgagor, being member of said body corporate, has received therefrom an advance of Twenty-Five Hundred Dollars ($2500.00) on twenty-five shares of its stock, the execution of this mortgage having been a condition precedent to the granting of said advance. Being balance of the purchase money of the hereinafter described property and being so applied. NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of one dollar, the said Mortgagor, doth grant, assign and convey unto the said mortgagee, its successors and assigns, all that lot of ground situate and lying in the Third Election District of Anne Arundel County, and described as follows:

Beginning for the same in the centre of Mountain Road as now paved where it is intersected by the second line of the tract of land described in the deed from John H. Geis and wife to Benjamin W.Stone and wife, dated June 13, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No.14, folio 99, &c., and running thence binding on the centre of Mountain Road south seventy-three degrees and ten minutes east four hundred feet; thence parallel with said second line south six degrees and twenty minutes west five hundred and fifty-

three feet and nine inches to an iron pipe driven in the ground; thence parallel with Mountain Road north seventy-three degrees and ten minutes west four hundred feet to intersect said second line at a point in the bed of Annapolis Boulevard as now opened; and thence binding on part of said second line north six degrees and twenty minutes east five hundred and fifty-three feet and nine inches to the place of beginning. Containing five acres of land, more or less. The courses in the above description are referred to the Magnetic Meridian of 1937. In accordance with the survey of S.J.Martenet & Co., Surveyors & Civil Engineers, Balto. Dated June 14th, 1937.

Being the same lot of ground described in a Deed from Benjamin W.Stone and Theresa L. Stone, his wife, to John Lunz, bearing even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

See also Decree of absolute Divorce in the case, Rheta M. Lunz vs. John Lunz, in the Circuit Court of Baltimore City, Docket 1926-B, folio 552.

Together with the improvements thereon, and all the privileges and appurtenances thereto belonging.

To Have and to Hold the said lot of ground with the improvements and appurtenances aforesaid, unto the said Mortgagee, its successors and assigns, forever in fee simple,

Provided, that if the said mortgagor, his heirs, personal representatives or assigns, shall make the payments and perform the covenants as herein provided, then this mortgage shall be void.

And the said Mortgagor for himself, his heirs, personal representatives and assigns , covenant with the said mortgagee, its successors and assigns, to pay and perform as follows: that is, to pay weekly to the said mortgagee, its successors or assigns, the sum of twenty-five cents on each of said twenty-five shares of stock as dues until the said sum of Twenty-Five Hundred Dollars shall be repaid; and also to pay weekly, at the time and place specified by the mortgagee, the sum of twelve cents on each of said twenty-five shares of stock as interest until the sum of One Hundred Dollars dollars shall be repaid in weekly dues, when the said weekly payments of interest shall be reduced twelve cents and so on, and as often as One Hundred dollars shall be so repaid in dues, the weekly payments of interest shall be so reduced twelve cents; to pay all fines and penalties that may be imposed upon him by said mortgagee in accordance with its charter, constitution or by-laws, which by-laws are hereby made a part hereof; to pay all taxes and water rent, and other public dues and charges for which the property hereby mortgaged is now or may become liable, when payable, and for the purpose of paying the same the said mortgagor hereby covenants to pay weekly to the said mortgagee, its successors and assigns, the sum of Four Dollars weekly which the said mortgagee shall from time to time apply to the payment of said expenses, and in the event that said sum should in any year during the continuance of this mortgage be insufficient to pay said expenses, then the said mortgagor will on demand pay the difference, but should said sum be more than sufficient, the excess shall be credited to the mortgagor.

And the said mortgagor covenants to keep the improvements upon said property fully insured against loss by fire, in some insurance company approved by the mortgagee, and to deliver all policies to the mortgagee so framed as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns to the extent of its lien hereunder, all of which payments and covenants shall continue in force until the sum of Twenty-five Hundred Dollars shall be repaid.

And it is agreed that until default be made in the premises, the said mortgagor, his

heirs, personal representatives or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable.

And it shall be lawful for the said mortgagee, its successors or assigns, or for J. Calvin Carney, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, 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 said mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the peoceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including counsel fee of One Hundred Dollars and 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 of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the mortgagor, his heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

And the said mortgagor for himself, his heirs, personal representatives and assigns, doth hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, 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 mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commission the said mortgagor for himself, his heirs, personal representatives or assigns, hereby covenants to pay; and the said mortgagee, its successors or assigns, or its attorneys or agents, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

It is Further Agreed, that in case the mortgagor ceases to own, sells, transfers, or dispose of the within described property, without first obtaining the assent in writing of the mortgagee, then the unpaid balance shall immediately become due, and in default of payment this mortgage may be foreclosed.

As Witness the hand and seal of said Mortgagor.

Test: John Lunz (Seal)

Margaret M.Percy

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify, that on this 14th day of June in the year nineteen hundred and thirty-seven before me, the subscriber, a Notary Public, of the State of Maryland, in and for

Baltimore City personally appeared John Lunz, divorced, the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be his act. At the same time also appeared L.Wesley Cooper, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth.

And further that he is the President and Agent of said body corporate and is duly authorized to make this affidavit.

Witness my hand and Notarial Seal.

(Notary's) Margaret M. Percy
(Seal) Notary Public

Bond--Filed and Approved 23rd. January, 1939.

Know all Men by These Presents:

That we, J.Calvin Carney, Central Savings Bank Building, Baltimore, Maryland, as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Five Hundred and 00/100 ($2,500.00) 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 29th day of December in the year of our Lord one thousand nine hundred and thirty-eight.

Whereas, the above bounden J.Calvin Carney by virtue of the power contained in a mortgage from John Lunz to Royal Building and Loan Association of Baltimore City bearing date the 14th day of June, 1937 and recorded among the mortgage records of Anne Arundel County in Liber F. A.M. No 164 Folio 244 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 J.Calvin Carney 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 J.Calvin Carney 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 J.Calvin Carney (Seal)
in the presence of Fidelity and Deposit Company of Maryland
M.M.Percy. (Corporate) By E.V.Shockly,
As to surety: (Seal) Attorney-in-Fact.
By G.Gillis.

Statement of Mortgage Claim--Filed January 23rd, 1939.

Statement of the Mortgage Claim of Royal Building and Loan Association of Baltimore City, Incorporated, under the mortgage from John Lunz, divorced, to Royal Building and Loan Associa-

tion of Baltimore City, Inc., dated the 14th day of June 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 164 Folio 244 etc.

Amount of Mortgage		$2500.00
Paid on account of principal		301.72
Balance		$2198.28
Paid in Expense Account	$69.50	
Expenses paid out	50.53	18.97
Balance		$2179.31
Interest to 3/6/39 - 25 weeks at $2.64		66.00
Total		$2245.31

Royal Building and Loan Association
of Baltimore City, Incorporated,
By C.W.Henderson
Secretary.

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 20 day of January in the Year nineteen hundred and thirty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Clarence W.Henderson, Secretary of the Royal Building and Loan Association of Baltimore City, Incorporated, the plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just 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's) Margaret M. Percy
(Seal) Notary Public.

Report of Sale--Filed February 2" 1939

To the Honorable, the Judge of Said Court:

The Report of Sale of J.Calvin Carney, Attorney-named-in-Mortgage, respectfully shows, that after giving bond with security for the faithful discharge of said trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a weekly newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said J.Calvin Carney, Attorney-named-in-Mortgage, did pursuant to said notice on Tuesday, January thirty-first, Nineteen Hundred and Thirty Nine, at four o'clock P.M., attend on the premises and then and there sold all that property described in the advertisement of sale attached hereto as part hereof, unto Royal Building and Loan Association of Baltimore City, Incorporated, at and for the price of Twenty Three Hundred and Fifty Dollars ($2350.00), said Association being then and there and at that price, the highest bidder therefor.

J.Calvin Carney
Attorney-named-in-Mortgage.

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 1st day of February, 1939, before me the subscriber, a

Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared J.Calvin Carney, Attorney-named-in-Mortgage, 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's) Margaret M.Percy.
(Seal) Notary Public.

Advertisement of Sale.

Mortgage Sale of Valuable Fee--Simple Property

Located on the South Side of Mountain Road, East of Annapolis Boulevard at Lipin's Corner, Third Election District, Anne Arundel County, Maryland.

By virtue of the power of sale contained in a mortgage from John Lunz, to the Royal Building and Loan Association of Baltimore City, Incorporated, dated June 14th, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No 164, folio 244,(default having occurred in said mortgage), the undersigned, attorney named in said mortgage, will sell on the premises on Tuesday, January 31, 1939, at 4.00o'clock P.M.,

all that lot of ground situate in Anne Arundel County, State of Maryland, described as follows:

Beginning for the same in the centre of Mountain Road as now paved where it is intersected by the second line of the tract of land described in the deed from John H. Geis and wife to Benjamin W.Stone and wife, dated June 13, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W.No. 14, folio 99, etc., and running thence binding on the centre of Mountain Road south seventy-three degrees and ten minutes east four hundred feet; thence parallel with said second line south six degrees and twenty minutes west five hundred and fifty-three feet and nine inches to an iron pipe driven in the ground; thence parallel with Mountain Road north seventy-three degrees and ten minutes west four hundred feet to intersect said second line at a point in the bed of Annapolis Boulevard as now opened; and thence binding on said second line north six degrees and twenty minutes east five hundred and fifty-three feet and nine inches to the place of beginning. Containing five acres of land, more or less. Being as surveyed by S.J. Martenet & Co., Surveyors, June 14, 1937.

In fee-simple; inproved by a two-story frame cottage with outbuildings.

Terms of Sale: One-third cash,balance in 6 and 12 months, or all cash, as purchaser may elect at time of sale; credit payments to bear interest from date of sale and to be secured to the satisfaction of the undersigned Attorney.

Taxes and all expenses, including Metropolitan District liens, if any, to be adjusted to date of sale.

Deposit of $500.00 cash required at time of sale; purchase price to bear interest from day of sale.

Richard M.Baker Co., Inc., J.Calvin Carney
Auctioneers. Attorney Named in Mortgage.

Order Nisi

Ordered, this 2nd. day of February, 1939, That the sale of the property mentioned in these proceedings made and reported by J.Calvin Carney, Attorney named in mortgage Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 6th.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 6th. day of March next.

The report states that the amount of sales to be $2350.00

John H.Hopkins, 3rd., Clerk.

Certificate of Publication--

Annapolis, Md., March 15,1939

We hereby certify, that the annexed Order Nisi--Sale--John Lunz Equity No. 7737 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of March,1939. The first insertion being made the 9th day of February,1939.

The Capital-Gazette Press, Inc.

By Mildred I. Rocklitz.

Ordered By The Court, This 8th day of April, 1939 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account--Filed June 27th 1939.

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.

Laura R. Jickling, Auditor.

Dr. Royal Building & Loan Association of Baltimore City, Inc., et al Vs. John Lunz in ac. with J.Calvin Carney, Attorney

To	Attorney for fee	$100.00	
	Attorney for commissions	103.50	$203.50
To	Attorney for Court Costs, viz:		
	Plaintiff's Solicitor's appearance fee	10.00	
	Clerk of Court--costs	12.20	
	Auditor	9.00	31.20
To	Attorney for Expenses, viz:		
	Capital-Gazette Press-advertising sale	38.00	
	Capital-Gazette Press-order nisi on report of sale	5.00	
	Capital-Gazette Press-order nisi on auditor's acct.	5.00	
	The Sun-advertising sale	12.30	
	The American-advertising sale	17.00	
	Riall Jackson Co., Agent- bond premium	10.00	
	R.M.Baker & Co., Inc.-auctioneer	15.00	
	Riall Jackson Co.,-insurance prem.(adj.)	.48	

(continued forward)

	Brought forward	$102.78	$234.70
To	Charles O.Knight-advertising (sign)	10.50	
	One-half State and Federal revenue stamps	2.45	
	Margaret M.Percy-notary fees	.50	116.23
To	Attorney for Taxes, viz:		
	1939 State and County taxes (adjusted)		2.36
To	Royal Building & Loan Ass'n of Baltimore		
	City, mortgagee- on account mortgage claim		2,023.71
			$2,377.00
	Amount of mortgage claim filed	2,245.31	
	Cr. Amount allowed as above	2,023.71	
	Balance subject to decree in personam	$221.60	

Cr.	Jan. 31,1939		
	Proceeds of sale		$2,350.00
	Interest on deferred payment		27.00 $2,377.00

(Order Nisi)

Ordered, This 27th day of June, 1939, 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 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 29th day of July next.

John H.Hopkins,3rd. Clerk.

Certificate of Publication Annapolis, Md.,August 4,1939

We hereby certify, that the annexed Order Nisi--Auditors Account--John Lunz No. 7737 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of July, 1939.

The first insertion being made the 29th day of June,1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 22nd day of August, 1939, 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P.Melvin

The Scott Street Loan and	:	No.7741 Equity
Savings Association No. 1 of	:	In The Circuit Court
Baltimore City	:	For
-vs-	:	Anne Arundel County
Eli Roland Lowman and wife.		

Order to Docket Suit. Filed January 4th. 1939

Mr. Clerk:

Please docket this case and file mortgage as Exhibit No. 1,-also file Attorneysbond

Emil Budnitz

Solicitor for Plaintiff.

Plaintiffs Exhibit No.1. Filed January 4th 1939

This Mortgage, Made this Seventeenth day of April, in the year of one thousand nine hundred and twenty-six, between Eli Roland Lowman and Mary Agnes Lowman, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and the Scott Street Loan and Savings Association No. 1 of Baltimore City, a body corporate, duly incorporated Mortgagee. Whereas the said Eli Roland Lowman and Mary Agnes Lowman, his wife, being members of the said body corporate, have received therefrom an advance of Twenty-five Hundred Dollars, on their twenty-five 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 Eli Roland Lowman and Mary Agnes Lowman, his wife, do grant unto The Scott Street Loan and Savings Association No. 1 of Baltimore City, and its assigns, all that lot of ground situate and lying in the City of Baltimore, and described as follows:

Beginning for the same on the northwest side of Oakland Road, at the distance of two hundred and forty feet southwesterly from the corner formed by the intersection of the southwest side of Letitia Avenue and the northwest side of Oakland Road, said point of beginning being at the end of the first line of the lot of ground described in a mortgage from David S. Ross to The Scott Street Loan and Savings Association No. 1 of Baltimore City, dated November 12, 1924 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 82, folio 389 &c; and running thence on the northwest side of Oakland Road, south thirty-five degrees west sixty feet; thence north fifty-five degrees west one hundred and thirty feet; thence north, thirty-five degrees east sixty feet to intersect a line drawn northwesterly from the place of beginning; and thence southeasterly, reversing said line so drawn and binding thereon, one hundred and thirty feet to the place of beginning.

Being the same lot of ground described in a deed from David Scarlett Ross to the said Mortgagors, dated November 12, 1924 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 82, folio 390 &c.

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 body corporate, its successors and 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 body corporate, and its assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, or its assigns, WEEKLY the sum of Six Dollars and Twenty-Five Cents until the entire amount of said advance shall have been repaid; also to pay to said Mortgagee or its assigns, weekly the sum of Three Dollars as interest and premium on said advance; allowing an abatement of twelve cents whenever One Hundred Dollars of said advance shall have been repaid; also to pay all ground rent and 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 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 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 body corporate, its successors and assigns, or Emil Budnitz, its Attorney or Agent, at any time after default in any of the conditions of the Mortgage shall have continued for thirteen weeks, 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 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: Eli R. Lowman (Seal)

John N. Yost Mary Agnes Lowman (Seal)

State of Maryland, City of Baltimore, to wit:

I hereby certify, that on this 17th day of April, in the year of one thousand nine hundred and twenty-six, before me, a Notary Public, of the State of Maryland, in and for the county aforesaid, personally appeared Eli Roland Lowman and Mary Agnes Lowman, his wife, the Mortgagors named in the foregoing Mortgage and severally acknowledged the aforegoing Mortgage to be their act. At the same time also appeared August F. Becker, 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.

(Notary's Seal) John N. Yost
Notary Public

Bond -- Filed and Approved, January 4, 1939.

Know All Men By These Presents, That we, Emil Budnitz of the City of Baltimore, in the State of Maryland as principal and the National Surety Corporation, 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 Twenty-five hundred ($2500.00) 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 _____ day of December, in the year of our Lord 1938.

Whereas, the above bounded Emil Budnitz by virtue of the power contained in a mortgage from Eli Roland Lowman and Mary Agnes Lowman, his wife to The Scott Street Loan & Savings Asso. No. 1 of Baltimore City bearing date the 17th day of April, 1926 and recorded among the mortgage records of Anne Arundel County in Liber W.M.B. No 22 Folio 145 and Whereas the said Emil Budnitz, Attorney as aforesaid, in pursuance of the power contained 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 Emil Budnitz 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 Emil Budnitz 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		Emil Budnitz (Seal)
Emil A. Budnitz		National Surety Corporation
As to Surety	(Corporate)	By W. M. Murphy
Margaret M. Delcher	(Seal)	Attorney in Fact

Statement of Mortgage Claim - Filed January 20, 1939

Statement of the Mortgage Claim of The Scott Street Loan and Savings Association No. 1 of Baltimore City under the mortgage from Eli R. Lowman and wife to said Association dated the 17th day of April, 1926, and recorded among the Land Records of A. A. Co. in Liber W.M.B., No. 22, Folio 145 &c.

April 17, 1926 To Amount of advance	$2500.00
To amount of property expense advanced	200.06
	$2700.06
Cr.	
By dues to date	235.00
	$2465.06
To 347 weeks interest @ $3.00 per week	1041.00
	$3506.06

A. F. Stoebener, Secretary

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 17th day of January in the year nineteen hundred and thirty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared A.F.Stoebener Secretary of the Scott Street Loan and Savings Association No. 1. of Baltimore City the plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just 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's) Emil Aird Budnitz
(Seal) Notary Public

Report of Sale--Filed February 1st. 1939

To the Honorable Judge of the Circuit Court for Anne Arundel County:

The Report of Sale of Emil Budnitz, Attorney named in the mortgage filed in the proceedings in the above entitled cause, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a weekly newspaper, published in Anne Arundel County, for more than twenty days preceding the day of sale, said Attorney did pursuant to said notice on Monday, the 30th day of January, 1939, at three o'clock p.m., attend on the premises and then and there sold said fee simple property to The Scott Street Loan and Savings Association No. 1 of Baltimore City, at and for the sum of Fifteen Hundred Dollars, said Association being then and there the highest bidder for the same. A copy of said advertisement is hereto annexed.

Respectfully submitted,
Emil Budnitz
Attorney named in Mortgage.

State of Maryland, City of Baltimore, Sct:

I Hereby Certify, that on this 31st day of January, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Emil Budnitz, named in the mortgage filed in the above proceedings, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

Witness my hand and notarial seal.

(Notary's) Emil Aird Budnitz
(Seal) Notary Public.

Advertisement of Sale

Attorney's Sale of Valuable Improved Fee Simple Property, at Academy Junction, in Anne Arundel County.

In pursuance of the power in a mortgage from Eli Roland Lowman and wife to the Scott Street Loan and Savings Association No. 1 of Baltimore City, dated April 17th, 1926, and recorded in Liber W.M.B.No. 22, folio 145, of the Land Records of Anne Arundel County, the undersigned attorney in said mortgage will sell at public auction on the premises on Monday January 30, 1939, at 3 O'clock P.M., all that lot of ground in Anne Arundel County described

as follows:

Beginning for the same on the northwest side of Oakland Road two hundred and forty feet southwesterly from the southwest side of Letitia Avenue, and running thence on the northwest side of Oakland Road south thirty-five degrees west sixty feet, thence north fifty five degrees west one hundred and thirty feet, thence north thirty-five degrees east sixty-five feet and thence southeasterly one hundred and thirty feet to the place of beginning. Improved by a one and a half story frame bungalow.

Terms of Sale: One-third cash, the balance in equal installments in six and twelve months or all cash, at the option of the purchaser, credit payments to bear interest from the day of sale and to be secured to the satisfaction of the undersigned attorney.

Taxes and any other public dues and charges, if any, are to be adjusted to the day of sale.

A deposit of two hundred dollars will be required of the purchaser at the time of sale.

Emil Budnitz, Attorney

Sam W.Pattison & Company,Auctioners.

(Order Nisi)

Ordered, this 1st day of February, 1939, That the sale of the property mentioned in these proceedings made and reported by Emil Budnitz, Attorney named in Mortgage Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of March next.

The report states that the amount of sales to be $1500.00

John H. Hopkins,3rd. Clerk.

Certificate of Publication

Annapolis, Md., March 3,1939

We hereby certify, that the annexed Order Nisi--Sale--No.7741 Equity Eli Roland Lowman and wife was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 4th day of March 1939. The first insertion being made the 2nd day of February, 1939.

The Capital-Gazette Press, Inc.

By Mildred I.Rocklitz

Ordered By The Court, This 7th day of March, 1939, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P.Melvin _____

Auditor's Report and Account--Filed March 17th, 1939.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the peoceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R.Jickling

Auditor

Dr. The Scott Street Loan and Savings Association No. 1 of Baltimore City Vs. Eli Roland Lowman and Wife in ac. with Emil Budnitz, Attorney.

To Attorney for fee	$50.00	
To Attorney for commissions	76.50	$126.50
To Attormey for Court Costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court--costs	11.70	
Auditor	9.00	30.70
To Attorney for expenses,viz:		
Capital-Gazette Press-advertising sale	28.00	
Capital-Gazette Press-Order nisi on Report of Sale	5.00	
Capital-Gazette Press-Order Nisi on Auditor's Acct	5.00	
National Surety Corporation--bond prem.	10.00	
S.W.Pattison & Co.-Auctioneer	10.00	
S.W.Pattison & Co.--Placarding, etc.	5.00	63.00
To Attorney for taxes, viz:		
To 1939 County and State taxes (adjusted)	1.95	1.95
To Scott Street Loan & Savings Association #1 of Baltimore City, Mortgagee,- on account of mortgage claim		1,277.85
		$1,500.00
Amount of mortgage claim files	$3,506.06	
Cr. Amount allowed as above	1,277.85	
This balance subject to decree in personam	$2,228.21	
Cr. Jan. 1939--Proceeds of Sale		$1,500.00

(Order Nisi)

Ordered, This 17th day of March, 1939, 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 April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of successive weeks before the 18th day of April next.

John H.Hopkins, 3rd. Clerk.

Certificate of Publication

Annapolis, Md., April 15,1939

We hereby certify, that the annexed Order Nisi-Aud.-acct. No.-7741 Equity Eli Roland Lowman & wife was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of April, 1939. The first insertion being made the 23rd day of March,1939.

The Capital-Gazette Press,Inc.
By Mildred I. Rocklitz.

In the Circuit Court for Anne Arundel County

Ordered by the Court, this 22nd day of August, 1939, 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P.Melvin--Judge

George Abram Moss and Marian Blanche Noble, Individually and as Executors under the Last Will and Testament of Mary J.Moss, late of Anne Arundel County, deceased and William Moss Chairs, infant, by William B.Chairs, his father and prochein ami vs Elizabeth Dorsey Moss, James B. Noble, Mary J. Duvall, Arthur D. Moss Bessie B. Moss, Edith Drusilla Chairs,James Jacobsen and Farmers National Bank of Annapolis	No. 7727 Equity In The Circuit Court For Anne Arundel County.

Eq

Bill of Complaint--Filed Dec 6th. 1938.

To the Honorable the Judges of Said Court:

Your Orators complaining say:

1. That on or about the 15th day of June, 1938, Mary J. Moss, a resident of Anne Arundel County, departed this life leaving a Last Will and Testament which has been duly probated in the Orphan's Court for Anne Arundel County, a certified copy of which is filed herewith, marked "Exhibit A", and is prayed to be taken as a part hereof.

2. That George Abram Moss and Marian Blanche Noble are the Executors of the Last Will and Testament of said Mary J. Moss; that they have furnished the required bond and have qualified in all other respects; that the Orphan's Court for Anne Arundel County has granted letters testamentary to them.

3. That the Plaintiff, William Moss Chairs, is an infant under the age of twenty-one years and brings this suit in the name of William B. Chairs, his father and prochein ami; that said William Moss Chairs will attain his twenty-first birthday on March 9th, 1939.

4. That the defendants, Mary J. Duvall, Arthur D. Moss and Edith Drusilla Chairs, together with the plaintiffs George Abram Moss, Marian Blanche Noble and William Moss Chairs are the legatees and devisees under the Last Will and Testament of the said Mary J. Moss, deceased.

5. That Elizabeth Dorsey Moss is the wife of George Abram Moss, James B. Noble is the husband of Marian Blanche Noble and Bessie B. Moss is the wife of Arthur D. Moss; that Mary J. Duvall is a widow; that Edith Drusilla Chairs is unmarried.

6. That James Jacobsen is the purchaser of certain real estate under a contract of sale hereinafter more specifically referred to.

&. That Farmers National Bank of Annapolis is a creditor of the said Mary J. Moss, Deceased, to the extent of $5,950.00, which is secured by a mortgage on all of the real estate in the

City of Annapolis owned by the said Mary J. Moss, at the time of her death.

8. That at the time of her death the said Mary J. Moss was seized and possessed of four parcels of improved real estate in the City of Annapolis, one and one-half acres of unimproved land in the village of Eastport, Second Election District of Anne Arundel County and an undivided one-sixth interest in an unimproved parcel of land near said village of Eastport known as "Moss Haven"; that the approximate value of said real estate is $16,333.00, as will further appear by reference to the inventory of real estate filed in the Orphan's Court for Anne Arundel County in the Estate of Mary J. Moss, a certified copy of which is filed herewith, marked "Exhibit B", and prayed to be taken as a part hereof.

9. That the personal estate of the said Mary J. Moss consists entirely of the sum of Eighty-seven Dollars and fifty-eight cents in cash, which is insufficient to pay the costs of administration of her estate, inheritance taxes, funeral expenses, the mortgage debt of Farmers National Bank of Annapolis and other miscellaneous small debts; that it will be necessary to sell a portion of the real estate of the said Mary J. Moss for the purpose of providing funds with which to pay said costs of administration, inheritance taxes, funeral expenses, etc.

10. That your Orators and the devisees of said Mary J. Moss have entered into an agreement with the defendant, James Jacobsen, for the sale of the property known as #132 Dock Street, which fronts twenty feet on Dock Street with a depth of eighty feet, at and for the sum of $5,500.00 of which $50.00 was paid by the said James Jacobsen at the time of the signing of said agreement, the balance to be paid within thirty days after the ratification and approval of said sale by this Honorable Court, which said agreement is filed herewith marked "Exhibit C" and is prayed to be taken as a part hereof.

11. That said sum of $5,500.00 is considerably more than the appraised value of said property and is in the opinion of your Orators fair, reasonable and adequate and, in fact, very much more than could be obtained at public sale; that, in the opinion of your Orators, said sum represents the current fair market value of said property and that no one could reasonably be expected to procure more for it.

12. That the proceeds of said sale will provide sufficient funds wherewith to pay the costs of administration, funeral expenses and inheritance taxes of the estate of said Mary J. Moss and leave remaining a substantial balance to pay on the mortgage of the Farmers National Bank; that in the opinion of your Orators it will not be necessary to sell any more of the property of the said Mary J. Moss, because of the fact that satisfactory arrangements can be made with said Farmers National Bank and the devisees of the said Mary J. Moss for the refinancing of the balance due on said mortgage debt.

13. That in the opinion of your Orators it will be to the benefit, interest and advantage of all parties concerned, and especially of the infant plaintiff, that said contract of sale be ratified by this Honorable Court and a sale of the property made pursuant thereto.

TO THE END THEREFOR:

(a) That this Honorable Court may pass a decree ratifying and confirming the contract of sale mentioned in the bill of complaint and filed herewith as "Exhibit C" and directing the property therein described to be sold in accordance therewith.

(b) That this Honorable Court may appoint a trustee to consumate said contract of sale and to receive the purchase price and distribute the same in accordance with the directions of this Honorable Court.

(c) That the trustee may be authorized and empowered to execute a deed for said property to the defendant, James Jacobsen, upon payment of the balance of the purchase price, for the purpose of conveying to him the entire interest of the parties hereto in said property.

(d) That your complainants may have such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS to grant unto your Orators the writ of subpoena directed to the said Elizabeth Dorsey Moss, James B. Noble, Mary J. Duvall, Arthur D. Moss, Bessie B. Moss, Edith Drusilla Chairs, James Jacobsen and Farmers National Bank of Annapolis, all residents of Anne Arundel County, commanding them and each of 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.

George Abram Moss

William J. McWilliams

Marian Blanche Noble

Solicitor for Complainants

Individually and as Executors under the Last Will and Testament of Mary J. Moss, late of Anne Arundel County, deceased

William B. Chairs
Father and prochein ami of William Moss Chairs, infant

STATE OF MARYLAND: COUNTY OF ANNE ARUNDEL: SS:

I HEREBY CERTIFY that on this 29th day of November, 1938, before me the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared GEORGE ABRAM MOSS and MARIAN BLANCHE NOBLE, individually and as Executors under the Last Will and Testament of Mary J. Moss, late of Anne Arundel County, deceased, and made oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true to the best of their knowledge and belief.

As witness my hand and notarial seal.

(Notary's) Elisabeth S. Ridgely

(Seal) Notary Public

William J. McWilliams, Esq.
Attorney and Solicitor
Annapolis, Maryland

I HEREBY authorize the use of my name as father and prochein ami of William Moss Chairs, my son, in a suit to be instituted in the Circuit Court for Anne Arundel County entitled, "GEORGE ABRAM MOSS and MARIAN BLANCHE NOBLE, Individually and as Executors under the Last Will and Testament of Mary J. Moss, late of Anne Arundel County, deceased, WILLIAM MOSS CHAIRS, infant by WILLIAM B. CHAIRS, his father and prochein ami vs ELIZABETH DORSEY MOSS, JAMES B. NOBLE, MARY J. DUVALL, ARTHUR D. MOSS, BESSIE B. MOSS, EDITH DRUSILLA CHAIRS, JAMES JACOBSEN and FARMERS NATIONAL BANK OF ANNAPOLIS"

AS WITNESS my hand and seal this 29" day of November, 1938.

WITNESS:

Minnie Fuller William B. Chairs (SEAL)

Will of Mary J. Moss and Probate, Complainants' Exhibit "A", Exams. Exb. #3 J.D.S.,

Filed December 6", 1938

In the Name of God, Amen,

I, Mary J. Moss, of Annapolis City, Anne Arundel County, and State of Maryland, do hereby make this, my Last Will and Testament, revoking all other Wills made by me.

I hereby devise and bequeath all the property that was conveyed to me from my husband, George W. Moss, situate in Annapolis City and Eastport, to my children and grandchildren as follows:

One-fifth of the same to M. Blanche Noble, my daughter, of Cambridge, Maryland.

One-fifth to my son, George Abram Moss, of Annapolis, Maryland.

One-fifth to my daughter, Mary Josephine Duvall, of Eastport, Maryland.

One-fifth to my son, Arthur D. Moss, of Annapolis, Maryland.

One-fifth to the two children of my deceased daughter, Edith Moss Chairs, namely, Drucilla Chairs and W. Moss Chairs, of the Third Election District of Anne Arundel County, Maryland, to be equally divided between them.

My property consists of a few personal belongings, vacant lots of land near Eastport, Anne Arundel County, Maryland; my apartment house and grounds situate at 195 Main Street, Annapolis, Maryland; the store property on Dock Street, Annapolis, where my husband formerly conducted a store which was later conducted by Joseph W. Trautwein and two small houses and lots on Cathedral Street, Annapolis, Maryland.

Of course, this is subject to any debt I might owe and to the payment of my funeral expenses and doctor bills and all other debts owed by me.

I further hereby expressly exonerate my children and grandchildren from all debts they may owe me and my estate.

And I hereby designate M. Blanche Noble and George Abram Moss to be Executors of this my Last Will and Testament, hereby revoking all other Wills made by me.

As witness my hand and Seal this 11th day of April, in the year 1938.

Mary J. Moss (SEAL)

Signed, Sealed, Published and Declared by the above named Testatrix as and for her Last Will and Testament in the presence of us, who at her request and in her presence and in the presence of each other have hereunto subscribed our names as attesting witnesses.

Louise Spedden Wright

Mary Parrott

Harry Leonard Parrott, Jr.

ANNE ARUNDEL COUNTY, SS:

On the 23rd day of June, 1938, came George Abram Moss and made Oath in due form of law, that he does not know of any Will or Codicil of Mary J. Moss, late of said County, deceased, other than the above instrument of writing, and that he had the same in his possession since execution

"All parties notified."

Mary J. Moss departed this life on the 15th day of June, 1938.

Sworn to before the subscriber

Test: Lucy S. Holladay

Register of Wills for Anne Arundel County

ANNE ARUNDEL COUNTY, SS:

On this 23rd day of June A. D. 1938, personally appeared M. Blanche Noble and Bessie Dorsey Moss who on oath say that they are well acquainted with Louise Spedden Wright, Mary Parrott and Harry Leonard Parrott, Jr. and that affiants saw them sign as witnesses on the paper writing purporting to be the Last Will and Testament of Mary J. Moss deceased, late of

Anne Arundel County, Maryland, affiants declare they saw them sign and it is well known to affiants that said parties cannot be located.

Sworn to and subscribed before me on the day and year aforesaid.

Lucy S. Holladay
Register of Wills for Anne Arundel Co.

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Mary J. Moss, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 30th day of August, 1938, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Mary J.Moss, deceased.

(Maynard Carr
Judges—(Owain E. Owens
(William B. Elliott

State of Maryland, Anne Arundel County:

I, Lucy S. Holladay, 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 Mary J. Moss late of said County deceased together with proof, and probate thereof taken from Wills Libber W.M.H. No.1 folio 331, which is one of the records filed, recorded and 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 29th day of November in the year of our Lord, nineteen hundred and thirty-eight.

(Register of Wills) Lucy S. Holladay
(Seal) Register of Wills for Anne Arundel County.

Appraisement, Complainants' Exhibit "B", Exams. Exh. #5 J.D.S.--Filed Dec. 6th,1938
(Copy)

The State of Maryland,

To George T. Cromwell and George F. Quaid, Greeting:

This is to Authorize You Jointly to appraise the Real Estate of Mary J. Moss,late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said Real Estate by you appraised in dollars and cents; and in the said inventory you are to set down in column or columns opposite to each piece of property the value thereof.

Witness Maynard Carr, Esquire, Chief Justice of the Orphans' Court for Anne Arundel County, this 17th day of November in the year of our Lord one thousand nine hundred and thirty-eight.

Test: Lucy S. Holladay
(Seal) Register of Wills for Anne Arundel County.

We George T. Cromwell and George F. Quaid do swear that we will and truly, without prejudice of partiality, value and appraise the real estate of Mary J. Moss late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all

respects perform our duties as appraisers to the best of our skill and judgment.

Geo. T. Cromwell
Geo. F. Quaid — Appraisers.

I Hereby Certify, That the aforegoing oath was taken and subscribed to by the said George T. Cromwell and George F. Quaid before the undersigned, a Notary Public of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this seventeenth day of November in the year of our Lord one thousand, nine hundred and thirty-eight

(Notary's) Dorothy M. Trench
(Seal) Notary Public for Anne Arundel County.

A True and Perfect Inventory of all and singular the Real Estate of Mary J. Moss, late of Anne Arundel County, deceased, appraised by the subscriber George T. Cromwell and George F. Quaid jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraisers, and certificate hereto annexed.

Appraisals for real estate----------Mary J. Moss, Deceased.

130-132 N.S. City Dock	Lot 33x80 ft	$1361.00	
	Improvements	4198.00	$5559.00
109 Main St.	Lot 13x127 ft	$ 798.00	
	Improvements	1661.00	$2459.00
195 Main St.	Lot 23x123 ft	$1375.00	
	Improvements	3472.00	$4847.00
72-74 Cathedral St.	Lot 30x123 ft	$ 698.00	
	Improvements	1410.00	$2108.00
Total for City of Annapolis property			$14,973.00

Second District, Eastport property.

"Moss Haven" property lot improved by two dwellings total assessed value of $2952.00 of which the interest of Mary J. Moss consists of one sixth interest only valued at	$492.00
One lot of ground which consists of about 1½ acres unimproved	$868.00
The total value of Mary J. Moss in the Second District property is	$1360.00
Total value of both City and Eastport property	$16,333.00

We, The Subscribers, Do Certify, That the foregoing is a just and true inventory and valuation of all and singular the Real Estate of the said Mary J. Moss deceased, so far as the same has come to our sight and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

Witness Our Hands And Seals this 17th day of November in the year of our Lord one thousand nine hundred and thirty-eight

George T. Cromwell (Seal)
George F. Quaid (Seal)
Appraisers.

Amount of Inventory as above $16,333.00

George A. Moss
Marion Blanche Noble
Executors

State of Maryland, Anne Arundel County, Sct:

Be It Remembered And It Is Hereby Certified, That on this Twenty-ninth day of November in the year of our Lord one thousand, nine hundred and thirty-eight personally appeared M. Blanche Noble and George Abram Moss, Executors of the Estate of Mary J. Moss late of Anne Arundel County, deceased, and made oath in the presence of Almighty God, that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of the said Mary J. Moss deceased, within the State of Maryland, that has come to their knowledge, and that should they hereafter discover any other Real Estate belonging to the said deceased in said State they will return an additional Inventory thereof.

Sworn to before the Subscriber,

(Notary's) Elisabeth S. Ridgely

(Seal) Notary Public for Anne Arundel County.

State of Maryland, Anne Arundel County:

I,Lucy S. Holladay, 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 Inventory of Real Estate in the Estate of Mary J. Moss late of said County deceased taken from the original, which is filed and 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 30th day of November in the year of our Lord, nineteen hundred and thirty-eight.

(Reg. of Wills) Lucy S. Holladay

(Seal) Register of Wills for Anne Arundel County.

Agreement of Sale,--Complainants' Exhibit "C" --Exams. Exh. #6 J.D.S.--Filed Dec. 6th.1938

This Agreement Of Sale made this 5" day of December,1938, by and between George Abram Moss and Marian Blanche Noble, individually and as Executors under the Last Will and Testament of Mary J. Moss, late of Anne Arundel County, deceased, Elizabeth Dorsey Moss, James B. Noble, Mary J. Duvall, Arthur D. Moss, Bessie B. Moss, Edith Drusilla Chairs and William Moss Chairs, infant, by William B. Chairs, his father and prochein ami, parties of the first part, hereinafter called Vendors and James Jacobsen, party of the second part,hereinafter called Vendee, all of Anne Arundel County, Maryland.

Witnesseth, that the said Vendors do hereby bargain and sell unto the said Vendee, and the latter does hereby purchase from the former, the following described property situate and lying in the City of Annapolis, State of Maryland, being a lot fronting 20 feet on Dock Street with a depth of 80 feet, the improvements on which are known as #132 Dock Street, at and for a price of $5,500.00 of which $50.00 has been paid prior to the signing hereof and the balance to be paid within 30 days after the ratification of said sale by the Circuit Court for Anne Arundel County.

It is Further Agreed between the parties hereto that the Vendors will arrange to have a bill for the ratification and confirmation of this contract filed in the Circuit Court for Anne Arundel County, and that the Vendors will bear the cost thereof and so conduct said proceedings as to give the said Vendee a marketable and/unencumbered title to said property.

It is further agreed that the said Vendee shall have the right to the use in common of the sewer pipe which serves the property described herein and the adjoining property.

Upon the ratification and confirmation of said sale by the Circuit Court for Anne Arundel County as aforesaid, and upon the payment as above of the unpaid purchase money, a deed which shall convey all of the right, title, interest and estate of the said Vendors in and to the hereinbefore described property shall be executed at the Vendees expense.

Taxes, water rent, insurance and all other charges and encumbrances shall be adjusted to the date of transfer of title. The cost of revenue stamps shall be divided between the parties hereto.

As Witness our hands and seals this 5"day of December, 1938.

June S. Smith	Geo. A. Moss	(Seal)
Elisabeth S. Ridgely	Marian Blanche Noble	(Seal)
	Individually and as Executors under the Last Will and Testament of Mary J. Moss, late of Anne Arundel County, deceased.	
Elisabeth S.Ridgely	Elizabeth Dorsey Moss	(Seal)
Elisabeth S. Ridgely	James B. Noble	(Seal)
Elisabeth S. Ridgely	Arthur D. Moss	(Seal)
Elisabeth S. Ridgely	Bessie B. Moss	(Seal)
Dorothy L. Noble	Mary J. Duvall	(Seal)
Minnie Fuller	Edith Drusilla Chairs	(Seal)
Minnie Fuller	William B. Chairs Father and prochein ami of William Moss Chairs, infant.	(Seal)
Elisabeth S. Ridgely	James Jacobsen	(Seal)

Answer of the Farmers National Bank of Annapolis to Bill of Complaint. Filed Dec. 6th,1938

To the Honorable the Judges of said Court:

The answer of Farmers National Bank of Annapolis to the bill of complaint of George Abram Moss and Marian Blanche Noble, individually, etc., in this Honorable Court exhibited respectfully shows:

That it admits each and every allegation of said bill of complaint and consents to the passage of a decree as therein prayed.

Farmers National Bank of Annapolis

R.Tilghman Brice III — By: Carey L. Meredith

Solicitor for Farmers National Bank — President

Answer of Elizabeth Dorsey Moss, et al--Filed Dec. 6th. 1938

To the Honorable the Judges of said Court:

The joint and several answer of Elizabeth Dorsey Moss, James B. Noble, Mary J. Duvall, Arthur D. Moss, Bessie B. Moss and Edith Drusilla Chairs ~~to~~ the bill of complaint of George Abram Moss and Marian Blanche Noble, individually and as Executors under the Last Will and Testament of Mary J. Moss, late of Anne Arundel County, deceased and others in this Honorable Court exhibited respectfully shows:

That these defendants and each of them admit each and every allegation of said bill of complaint and consent to the passage of a decree as therein prayed.

Elizabeth Dorsey Moss
James B, Noble
Arthur D. Moss
Bessie B. Moss
Mary J. Duvall
Edith Drusilla Chairs

George W. Haley
Solicitor for Defendants

Answer of James Jacobsen--Filed Dec. 6th. 1938

To the Honorable the Judges of said Court:

The answer of James Jacobsen to the bill of complaint of George Abram Moss and Marian Blanche Noble, individually, etc., in this Honorable Court exhibited respectfully shows:

That he admits each and every allegation of said bill of complaint and consents to the passage of a decree as therein prayed.

George E. Rullman
Solicitor for James Jacobsen

James Jacobsen

Petition and Order to Take Testimony--Filed Dec. 6th.1938

To the Honorable the Judges of said Court:

The Petition of George Abram Moss and Marian Blanche Noble, Individually and as Executors, etc., and William B. Chairs, father and prochein ami of William Moss Chairs, infant, respectfully represents unto your Honors:

1. That they desire to take testimony in this case and pray that leave be granted them to do so before one of the standing examiners of this Court.

William J. Mc.Williams
Solicitor for the Plaintiffs

Order

Upon the foregoing Petition it is this 6"day of December, 1938, by the Circuit Court for Anne Arundel County Ordered 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.

Linwood L. Clark, Judge

Petition and Order--Filed Dec. 10th. 1938

To the Honorable the Judges of said Court:

The Petition of William J. McWilliams, solicitor for the Plaintiffs, respectfully represents unto your Honors:

1. That this Honorable Court has passed an order authorizing the parties hereto to take testimony before one of the standing examiners of this Honorable Court; that the interests of the parties to the cause require that this litigation be completed as speedily as possible.

2. That because of the fact that the court stenographer is engaged in taking testimony before the Grand Jury and in the trial of cases in this Honorable Court, it will be impossible to procure her services; that Elisabeth S. Ridgely, a stenographer in the offices of your Petitioner, is fully competent to take such testimony and prepare a transcript thereof.

Wherefore may it please this Honorable Court to pass an order authorizing and directing your Petitioner to take the testimony in this case, before one of the standing examiners

of this Court and appointing Elisabeth S. Ridgely special court stenographer for this purpose.

And as in duty bound, etc.

William J. McWilliam

Petitioner

Order

Upon the foregoing petition it is this 10" day of December, 1938, by the Circuit Court for Anne Arundel County Ordered that Elisabeth S. Ridgely, a stenographer in the offices of William J. McWilliams, be and she is hereby appointed special court stenographer for the purpose of taking the testimony in this case.

Linwood L. Clark, Judge

Testimony and Exhibits on behalf of Plaintiff. Filed Feby. 16th. 1939

February 14th, 1939.

Mr. William J. McWilliams, Solicitor for Plaintiffs.

Mr. George E. Rullman, Solicitor for purchaser.

Mr. R. Tilghman Brice, Solicitor for Farmers National Bank.

Mr. George Haley, Solicitor for all other Defendants.

Mr. John S.Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

Witnesses.

J. Revell Carr,_____2 to 4

Lawrence L. Monnett, -------5 to 6

T. Carroll Worthington,---- 7 to 8

George Abram Moss, ------9 to 14-----14 to 15

M. Blanche Noble, ---------16

Mr. J. Revell Carr, a witness of lawful age, being first duly sworn, deposes and says:-

(McWilliams)

1. State your name and residence?

A. J. Revell Carr, Annapolis, Md.

2. You are a surveyor with an office in the City of Annapolis?

A. That's right.

3. Did you have occasion to make a survey of the property known as No. 132 Dock street, Annapolis, Md., at any time recently?

A. Yes.

4. At whose request was this survey made?

A. At your request. (Mr. McWilliams)

5. Shortly after I asked you to make a survey of the property did you go down there in the presence of George Abram Moss and Mr. Jacobsen?

A. That's right, yes.

6. And they pointed out to you the property in question and told you they wanted a survey made of it? A. Yes.

7. You have made that survey? A. Yes.

8. Have you also prepared a description of the property? A. Yes.

9. Is that the description that was prepared by you?

A. That is the description.

-----Offered and filed as Exam. Exh. No. 1.

10. In addition to preparing the description did you also make a plat of the property?

A. Yes.

11. I hand you a blue print and ask if that is a copy of your original tracing made in connection with this survey?

A. Yes it is.

----Offered and filed as Exam. Exh. No. 2.

12. What are the dimensions of the property as it was surveyed by you?

A. It has a frontage on Dock street of 19.8 feet, the depth is 89.64 or 89. and seven inches about.

13. Do those dimensions and boundary lines as shown on your plat enclose the property that was pointed out to you by Mr. Moss and Mr. Jacobsen?

A. Yes they do.

14. The 19.8 foot dimension represents the distance from wall to wall of that property?

A. Represents the distance between the wall on the inside of the Sun Spot Restaurant and the Northwest edge of the wall on the inside of the property occupied by John J. Flood.

15. The Sun Spot Restaurant is the adjoining property?

A. Adjoining on the Southeast.

16. The depth as shown on your plat goes back to the point designated by the parties when they showed you the property does it not? A. Yes.

No Cross Examination.

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

A. If it's necessary for me to make an explanation as to the Northern boundary I might speak of that, that is far as description of the adjoining property is concerned. The description of the property adjoining on the Northwest calls for the Northwest edge of the wall, and the line as shown on that plat is drawn to correspond with that.

I think there is something in reference to claim as to center of the partition wall being founded on it, that's my information given.

Q. But the line as you have shown it on your plat is the title line as shown by the land records?

A. The only thing I know our description did not give a distance on Dock street, if that is understood. We do not have a description showing the dimension on Dock street and therefore the only thing we would have to go by would be the Southeast wall as pointed out by Mr. Moss, and the Northwest boundary line of the wall as shown by the deed to the property that Mr. Flood is occupying, that is specified in the description the Northwest edge of the wall, is specified as being the boundary line in the deed to the property that Mr. Flood is occupying, I think the deed is to another person.

Signature waived.

Lawrence L. Monnett, Jr. a witness of lawful age, being first duly sworn, deposes and says:-

(McWilliams.)

1. State your name and residence?

A. Lawrence L. Monnett, Jr., 4 Murray avenue, Annapolis, Md. Business address is Maryland Hotel.

2. You are engaged in the real estate and insurance business?

A. That's correct.

3. With what firm?

A. Associated with the firm of Bernard J. Wiegard.

4. What other positions do you occupy at the present time?

A. Executive Secretary to the Housing authority of the City of Annapolis Secretary and Treasurer for the Capital City Building and Loan Association and Fee valuator for the Federal Housing Administration.

5. Have you been engaged in making appraisments for any other organizations?

A. Yes I have, for the State Road Commission and for the Board of Public Works.

6. How long have you been engaged in the real estate and insurance business?

A. Six years.

7. Been making appraisals during the entire six years?

A. No, only for five of those six years.

8. Did you ever make an appraisal of the property known as 132 Dock street?

A. I have.

9. At whose request?

A. At your request, Mr. McWilliams.

10. When did you make the appraisal? A. December 9th, 1938.

11. Will you describe the improvements on this property?

A. The improvements consist of a two and a half story tin roof brick structure on the front portion of the lot, and in the rear of that an addition to the brick portion is a two story frame addition. There is no basement under any portion of the building, and in rather bad state of repairs at the time of my inspection of it in December.

12. Are the improvements located on the property described, on this plat just offered in evidence made by Mr. Carr?

A. Yes, Mr. Carr and Mr. Moss were there at the time I inspected the property and outlines pointed out to Mr. Carr and also to Mr. Worthington and myself at the time we were there.

13. Are you familiar with real estate values in that section of Annapolis? A. Yes.

14. Have you bought and sold property in the City of Annapolis of comparative size and value?

A. As a broker, yes.

15. Within the last three or four years? A. Yes.

16. What, in your opinion, is a fair and reasonable sale value for the property you examined that you have just described?

A. In my opinion a fair, cash, market value of that property in fee simple is $4,750.00.

17. Will you explain simply the basis for that estimate?

A. The basis of my appraisal was known as the "summation" method, that is the value of the land plus the improvements on the land. I arrived at the value of the land by comparative sales with other properties in the immediate vicinity, and assuming what was to be 20x90 feet, that description given us at the time, I understand it is a little smaller 19.8 feet, but for appraisal purposes that makes no great amount of difference, and the length of the lot is practically the same, we were told 90 feet.

I placed the value of the land at $60 per front foot which in round numbers would be $1,200.00 valuation of the land, and took the measurements of the building to arrive at the total

number of cubic feet so that I could estimate the present day replacement cost of the building in new condition. By that method I estimated the cost of replacement the building in new condition at $7,300.00, and because of its age and condition I deducted from its replacement cost depreciation of possibly 50% which left a depreciated value of the building of $3,600.00 actually $3,564 in exact numbers, $3600 in even round numbers which gave me a value of $4,800.00, and just as a matter of practice I have always made appraisals in units of $250 that is as close as we can come on estimating value and therefore set the value down, in my opinion, as $4,750.00.

18. Did you appraise it by any other method?

A. I considered renting of the property at the present time, information given me by the tenant Mr. Wahab as being $55 per month.

19. Without going into detail as to the method by which you arrived at any figure, did you make an appraisal on that basis, and if so what was the appraisal on that basis?

A. That actually figured out to $4400, that was calitalizing rental value and we arrived at $4,400.00 valuation.

20. The contract price for which the property has been sold is $5,500.00 in your opinion would it be normally possible to obtain any better price than that at either public or private sale?

A. No sir I don't think that would be.

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

A. No.

No Cross Examination desired.

Signature waived by agreement of counsel.

T. Carroll Worthington, a witness of lawful age, being first duly sworn, deposes and says:- (McWilliams)

1. State your name, residence and business?

A. T. Carroll Worthington, 236 Main St., Annapolis, Md., engaged in Real Estate and Insurance business in Annapolis, Md.

2. How long have you been engaged in real estate business?

A. Been in the Insurance business about fourteen years, real estate business about five years

3. Have you had occasion to make any appraisals since you been in the real estate business?

A. Yes I have.

4. For whom have you made appraisals?

A. Fof the different banks and for the county and a good many individuals.

5. Have you as agent or broker bought any real estate and sold any in the City of Annapolis comparable in size and value to the property now under discussion? A. I have.

6. Within the last three or four years? A. Yes.

7. Did you have occasion to make appraisal of this property on December 9th, 1938?

A. On December 9th, 1938, Mr. Monnett and I went together there.

8. Who pointed out the property to you? A. Mr. Carr and Mr. Moss.

9. The property you appraised was known as No. 132 Dock Street, Annapolis, Md.? A. Yes.

10. Is that the same property that is shown by Mr. Carr on the Plat filed herein as Exhibit 2? A. Yes.

11. You have heard Mr. Monnett's description of the improvements on the property, do you care to add anything to that or vary that description in any way?

A. His description was very accurate.

12. The improvements as described were found to be present on the property? You also made an appraisal of the property? A. Yes.

13. What, in your opinion, is a fair and reasonable market value of this property known as 132 Dock Street?

A. My appraisal was $4650.00.

14. Just explain briefly how you arrived at that figure?

A. I had 20 foot front, that was given us at that time, at $60 per front foot gave us $1200, then we took the cubic feet in the building and figured that at 20 cents a cubic foot, and the frame at 10 cents and that gave us a replacement value of $7328, and the condition the building was in it should have a 50% depreciation which would be $3664 leaving a balance of $3664, and the amount of $1200 would give a valuation thereof of $4864, and we use the value within the $250 basis which would give us a basis of $4750.00.

15. The property has been sold for the sum of $5500, in your opinion, would it be possible to obtain any greater price either at public or private sale?

A. In my opinion it could not be.

16. Do you feel that price represents considerably more than the ordinary fair market value of the property? A. Yes I do.

No Cross Examination

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

A. No.

Signature waived.

George Abram Moss, a witness of lawful age, being first duly sworn, deposes and says:-

(McWilliams)

1. State your name and address?

A. George Abram Moss, 195 Main St., Annapolis, Md.

2. You are one of the Plaintiffs in this case? A. That's right.

3. I would like you to describe, if you will, the various parties to this case. You are the Plaintiff, individually in your own capacity and also as Executor under the last Will and Testament of Mary J. Moss who was your mother? A. Yes, joint Executor.

4. Who is Marian Blanche Noble?

A. She is my sister, also Plaintiff in the case and one of the Executors under my mother's will.

5. Who is William Moss Chairs?

A. He is my youngest sister's child, Edith E. Moss, who married William B. Chairs.

6. William B. Chairs also appears in this suit as father and next friend of the Plaintiff, William Moss Chairs? A. That's correct.

7. Who is Elizabeth Dorsey Moss? A. She is my wife.

8. Who is James B. Noble?

A. He is the husband of my sister, Marian Blanche Noble.

9. Who is Mary J. Duvall? A. My sister.

10. Who is Arthur D. Moss? A. My brother.

11. Who is Bessie B. Moss?

A. She is the wife of my brother, Arthur D. Moss.

12. Who is Edith Druscilla Chairs?

A. She is the daughter of my youngest sister, Edith E. Moss, and the sister of William Moss Chairs.

13. Who is James Jacobsen?

A. He is the purchaser under the agreement of sale in this case.

14. When did your mother, Mary J. Moss, die? A. 15th of June, 1938.

15. Did she die in the City of Annapolis?

A. No sir she died in Cambridge, Maryland at the home of my sister, Mrs. Noble.

16. Did your mother leave a last will and testament? A. She did.

17. Has that been filed in this case as Exhibit A? A. Yes.

18. I hand you Exhibit A which purports to be a certified copy of your mother's last will and testament and ask you if that is it? A. Yes it is.

----Offered and filed as Examiner's Exh. 3.

19. Who are the Executors named in your mother's last will and testament?

A. Marian Blanche Noble and George Abram Moss, that's all.

20. Has the Orphans Court issued Letters Testamentary to you and Mrs. Noble? A. They have.

----Offered and filed as Exam. Exh. No. 4

21. Have you furnished bond and qualified in all other respects? A. Yes.

22. Who are the devisees and legatees named in your mother's will?

A. My sister, Marian Blanche Noble, myself (George Abram Moss), Mary J. Duvall, Arthur D. Moss, and the two children of Edith E. Moss, namely, William M. Chairs and Edith Druscilla Chairs.

23. I understand your mother by her last will and testament left her entire estate both real and personal to the surviving children you have just named and the two surviving children of a deceased daughter whom you have just named? A. That's right.

24. Did Mary J. Moss, your mother, leave any children or grandchildren other than those named as devisees in the will?

A. No. The devisees named in the will are all of the surviving children or grandchildren of Mary J. Moss. They are the sole heirs and next of kin of Mary J. Moss. They are myself, George Abram Moss, Marian Blanche Noble, Mary J. Duvall and Arthur D. Moss, and William M. Chairs and Edith Druscilla Chairs, who are the surviving children of a deceased daughter, Edith Moss Chairs. There are no other surviving children or grandchildren, they are the only heirs.

25. Are all of the devisees named in the will adults over the age of 21 years?

A. Myself, George Abram Moss, Marian Blanche Noble, Mary J. Duvall, Arthur G. Moss and Edith Druscilla Chairs are all adults over the age of 21 years; William Moss Chairs is an infant under the age of 21 and will not become 21 until March 9th, 1939. He appears in this suit as Plaintiff by his father and next friend William B. Chairs.

26. Is Mary J. Duvall, single, a widow or married? A. She is a widow.

27. Is Edith Druscilla Chairs married or unmarried? A. She is unmarried.

28. Is William Moss Chairs unmarried? A. Unmarried.

29. What does the personal estate of Mary J. Moss consist?

A. With the exception of $87.50 cash in bank at the time of her death Mary J. Moss left no personal estate except a few items of clothing which have no value.

30. What real estate did Mary J. Moss own at the time of her death?

A. My mother owned no real estate other than is shown in the inventory of real estate which was filed with the Bill of Complaint in this case marked Exhibit B, which consists of property on Dock street, two properties on Main street, some property on Cathedral street in the City of Annapolis, an unimproved lot of ground, and 1/6 interest in Moss Haven, both of which are in the 2nd Dstc.

31. I hand you now Exhibit B which is a certified copy of the Inventory of Real Estate filed in the Orphans Court, and ask you to tell from that what is the total value of the real estate of Mary J. Moss in the City of Annapolis and in the 2nd District of Anne Arundel County?

----Offered and filed as Exam. Exh. 5

A. $16,333.00

32. Is the personal estate of Mary J. Moss sufficient to pay the costs of administration, inheritance tax, funeral expenses and claims filed against the estate?

A. No.

33. Will it be necessary therefore to sell some of the real estate to provide funds to pay the costs of administration?

A. Yes.

34. Did you make any agreement with James Jacobsen, one of the parties to this case, for the sale of the property known as 132 Dock street?

A. Yes.

35. Is that the agreement, a copy of which is filed with the Bill of Complaint marked Exhibit C? A. Yes.

-----Same now offered and filed as Exams. Exh. 6.

36. Is the property described in this Agreement of Sale a part of the Dock street property?

A. Yes.

37. It is not all of the Dock street property? A. It is not.

38. The land fronts approximately 33 feet on Dock street and the Agreement of Sale covers only approximately 20 feet, after this is sold there will still remain approximately 13 feet on Dock street? A. Yes.

39. Do you know what the Dock street property was appraised for by the Appraisers appointed by the Orphans Court?

A. Yes, the Orphans Court Appraisers appraised the entire Dock street property at $5559.00, we are selling only approximately 20 feet of this property for the sum of $5500. 00

40. When and from whom did Mary J. Moss acquire the property described in the Contract of Sale sought to be ratified, and which is filed in this case marked Exhibit C?

A. Mary J. Moss acquired the piece of property of which the property mentioned in the Agreement of Sale is a part on May 29th, 1884 from Frank H. Stockett and John Wirt Randall. Trustees, the deed is dated May 29th 1884 and was recorded among the Land Records of Anne Arundel County on June 2nd, 1884 in Liber S.H. No. 23, Folio 542.

----Now offered in evidence as Exam. Exh. No. 7.

41. Did Mary J. Moss dispose of any of the property described in the deed from Frank H. Stockett and John Wirt Randall, Trustees, during her life time?

A. Yes, a portion of the property was sold to Mary R. Engelke by deed dated May 29th, 1884 and recorded among said Land Records in Liber S.H.No. 23, folio 544, the rest of it has remained in her possession since that time, and the property described in the Agreement of Sale is a

portion of what remains.

42. Did Mary J. Moss during her life time make any other disposition of this property?

A. Yes, it was conveyed several times to Robert Moss, Trustee, but was all re-conveyed to her prior to her death.

43. The Agreement of Sale filed herewith as Exhibit C recites that this part of the Dock street property has been sold for $5500.00 and $50 already been paid by James Jacobsen, have you received the sum of Fifty Dollars?

A. Yes, I think this $50 was paid to you as Attorney.

44. In your opinion would it be possible to obtain any more than $5500.00 for this property either at public or private sale?

A. I don't think so.

45. In your opinion does that represent the current fair market value of the property?

A. Yes.

46. Will the proceeds of this sale, if it is ratified by the Court, be sufficient to pay all of the administration costs, funeral expenses, inheritance taxes and claims against the estate of Mary J. Moss, including the claim of the Farmers National Bank of Annapolis?

A. No, the proceeds of this sale, if the Court ratifies it, will be sufficient to pay all claims against the estate of Mary J. Moss including all expenses of this proceeding and all costs and inheritance tax in the Orphans Court, but will not be sufficient to pay all claims of the Farmers National Bank. However, there will be a substantial balance remaining to be applied on the claim of the Farmers National Bank, and the Bank has agreed with the devisees or heirs at law to re-finance any indebtedness remaining so it will not be necessary to sell any more of the property.

47. What is the present balance due the Farmers National Bank? A. $5950.00

48. Is that secured by mortgage on all of the real estate owned by Mary J. Moss? A. Yes.

49. In your opinion, will it be to the benefit, interest and advantage of all parties concerned, and especially the infant plaintiff, that this Contract of Sale be ratified by the Court, and the property sold pursuant thereto?

A. Yes I do.

Cross Examination.

(Mr. Brice.)

1. What do the debts, Orphans Court costs and inheritance tax on your mother's estate amount to?

A. I could not tell you that right now.

2. Can you tell me approximately?

A. The cost of this proceeding and payment of all administration costs including inheritance tax, etc. should not exceed $1500.00

3. Are any real estate taxes due on this property? A. Yes.

4. Approximately how much?

A. There are approximately $450 of unpaid taxes including City, County and State Tax.

5. Do you owe any taxes prior to 1934 on this property? A. No sir.

6. Only 1938 and 1939 open on this property? A. Yes.

7. Do those taxes include both 130 and 132 Dock street?

A. They do.

8. The amount, therefore, that would come out of this sale for the settlement of your mother's estate and pay all taxes in arrears would be approximately $2,000.00 instead of $1,500.00?

A. That's correct approximately.

9. Therefore the balance would be applied say $3900, on the mortgage to the Farmers National Bank?

A. If that is satisfactory to the Bank.

Re-Direct.

(McWilliams.)

1. You have conferred with Mr. Meredith, President of the Farmers National Bank have you not?

A. Yes, I saw Mr. Meredith and asked if we made this sale how much money he would require before he would give us a release, I think we owed him $5950 and he said if we paid them $3500.00 would be satisfactory, I think that's what he said.

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

A. I don't think so.

Signature waived.

Marian Blanche Noble, a witness of lawful age, being first duly sworn, deposes and says:-

(McWilliams)

1. State your name and residence?

A. Marian Blanche Noble, Moss Haven, Anne Arundel County, now.

2. You are one of the Plaintiffs in this case and also one of the Executors under the last will and testament of Mary J. Moss, your mother?

A. I am.

3. You have been present during the taking of the testimony of Mr. Carr, Mr. Worthington, Mr. Monnett and Mr. George Abram Moss? A. Yes.

4. Have you heard all of the questions asked George Abram Moss, and all answers he has made thereto? A. Yes.

5. If you were asked all of the same questions that were asked Mr. Moss would your answers thereto be substantially the same? A. Yes.

6. You are familiar with the property known as 132 Dock street? A. Yes.

7. In your opinion, does the sum of $5,500.00 represent the reasonable and adequate sale value of that property? A. Yes.

8. In your opinion, do you think it would be possible to obtain any more for the property either at public or private sale?

A. I think not, but I know very little on the subject over here.

9. In your opinion, will it be to the benefit, interest and advantage of all parties concerned, especially the infant plaintiff, that this sale be ratified and the property sold pursuant thereto?

A. Yes.

No Cross Examination.

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

A. No.

Signature waived.

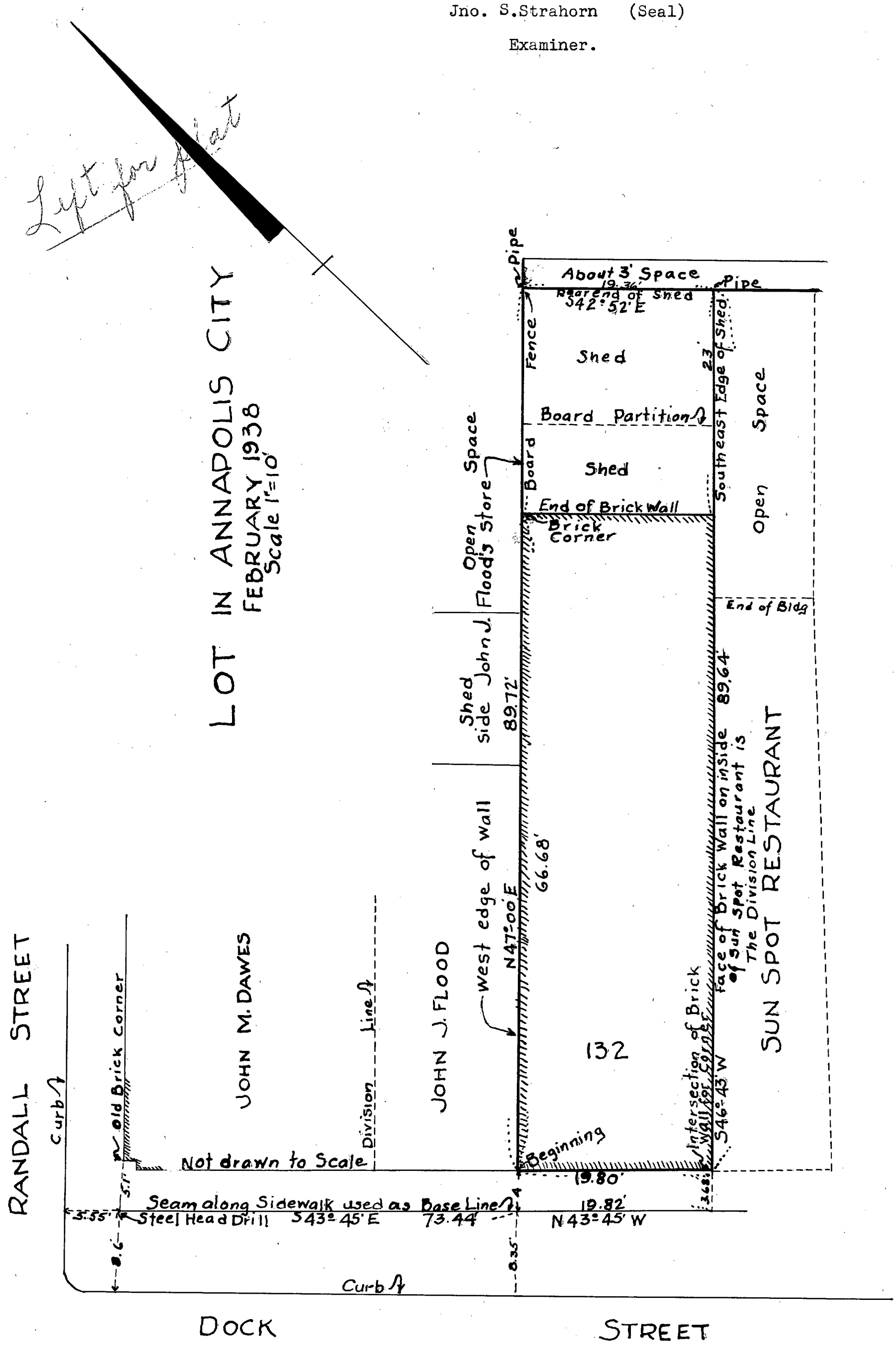
There being no other witnesses to be examined, no further testimony desired by either party, this testimony is now closed and at the request of Solicitors for all parties is returned

to the Court.

Witness my hand and seal this 16th day of February, 1939.

Jno. S.Strahorn (Seal)

Examiner.



J. Revell Carr Surveyor

Exams. Exh. #4 J.D.S.---Filed with Testimony

The State of Maryland, Anne Arundel County Sc:-

The Subscriber, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records in his office, that Letters Testamentary of all the goods, chattels, credits and personal Estate of Mary J. Moss deceased, was on the 23rd day of June in the year of our Lord one thousand nine hindred and thirty-eight, granted and committed unto M.Blanche Noble and George Abram Moss the Executors by the last Will and Testament of the said deceased appointed, and that the above letters are now in full force and effect.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of my office, this 14th day of February in the year of our Lord nineteen hundred and thirty-nine

Test:

(Reg. of Wills) R. Glenn Prout

(Seal) Register of Wills for Anne Arundel County

By Clemence C. Burwell, Clerk.

Deed. Examiner's Exh.#7 J.D.S.--Filed with Testimony

This Deed, made this twenty ninth day of May in the year one thousand eight hundred and eighty-four between Frank H. Stockett and I. Wirt Randall of Annapolis City, Maryland, Trustees as hereinafter mentioned of the one part, and Mary J. Moss, wife of George W. Moss of said City of the other part, Witnesseth: Whereas by a decree of the Circuit Court for Anne Arundel County dated on the fourth day of March in the year one thousand eight hundred and eighty four, and passed in a cause in said Court between George Heath and others complainants and Waldo O. Bigelow and others Defendants, the above named Frank H. Stockett and I. Wirt Randall, Esquire were appointed Trustees with authority to sell the real estate in the proceedings in said cause mentioned; and the said Trustees after complying with all the previous requisites of the decree, did, on or about the twelfth day of April in the year one thousand eight hindred and eighty four, sell unto the said Mary I. Moss at and for the sum of Forty Nine hundred dollars, current money the following described lot of ground situate and being in Annapolis City and in the State of Maryland, aforesaid and described as follows, that is to say: All that lot of ground fronting on the City Dock and as described by its present boundaries, adjoining the lots owned by John H. Thomas on the west side and Daniel I.Sanders on the east side,and beginning for the same at the south west corner of the House and lot owned by Daniel I. Sanders and running thence with the line of said lot of said Sanders in a north east direction to a point, distant forty seven feet from Prince George's Street, the same point being the south west corner of a brick stable or shop thence running, north westerly and parallel with Prince George's Street, twenty four feet and nine inches, thence running northeasterly and at right angles with Prince George's Street forty seven feet to a point in the line of said Street; thence running with the line of said Street northwesterly to intersect the corner of the lot of ground owned by George McNamar; thence running southwesterly and with the eastern boundary line of the lot owned by said McNamara and the eastern boundary line of the lots owned by John H. Thomas to the line of the Street on the said City Dock thence with the line of said Steeet or Dock to the place of beginning. Excepting and reserving the use of an alley ten feet wide on the east of said lot, running from the said City Dock to the said point distant forty seven feet from said Prince George'Street, for the free and unobstructed right of way and use of the owner of the lot situate on Prince George Street

at the head of said alley, Together with the buildings and improvements thereon erected and all the rights, ways, appurtenances and advantages thereto belonging or in anywise appertaining. And wherea's the aforesaid sale has been duly reported to, and has been ratified and confirmed by the said Circuit Court by final order, dated. _____.

And whereas, the purchase money aforesaid has been fully paid and satisfied to the said Trustees, they are authorized by the said decree to execute these presents. Now this Deed witnesseth, that the said Frank H. Stockett and I. Wirt Randall, Trustees as aforesaid, for and in consideration of the premises, and of the sum of one dollars current money, to them in hand paid by the said Mary I. Moss at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, do grant unto the said Mary I. Moss all the aforesaid property hereinbefore described, with the appurtenances thereto belonging and all the right, title, interest, and estate of the parties of the aforesaid decree, and every of them, both at law and in equity in and to the same and every part and parcel thereof.

To Have and To Hold the aforesaid real property with its appurtenances aforesaid unto the said Mary I. Moss her heirs and assigns, forever.

Witness our hands and seals.

Test: Frank H. Stockett (Seal)

Robt.H. Welch. I. Wirt Randall (Seal)

Trustees.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, That on this twenty ninth day of May in the year one thousand eight hundred and eighty-four before the subscriber a Justice of the Peace of the state of Maryland, in and for Anne Arundel County aforesaid personally appeared Frank H.Stockett and I. Wirt Randall, and each acknowledged the foregoing Deed to be their act.

Robert H. Welch J.P.

Recorded 2nd June 1884

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber S.H.No. 23, folio 542, 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 Arundel County, this 27th day of January, A.D.1939.

(Corporate seal) John H. Hopkins 3rd. Clerk.

Submission for decree--Filed February 27th.1939.

The above case is submitted for final decree.

William J.McWilliam
Solicitor for Complainants
R.Tilghman Brice 3rd.
Solicitor for Farmers National Bank
George W.Haley
Solicitor for Elizabeth Dorsey Moss, James B. Noble, Mary J. Duvall, Arthur D. Moss, Bessie B. Moss and Edith Drusilla Chairs.
George E. Rullman
Solicitor for James Jacobsen

Decree--February 28,1939--Filed 28"1939.

This cause standing ready for hearing and being submitted, all parties in interest having answered and consented to the passage of a decree as prayed and testimony having been taken and exhibits filed in support of the allegations of the bill of complaint, the proceedings were read and considered.

It is thereupon, this 28th day of February, 1939, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed, that the contract of sale entered into between the parties to this cause, and filed herein marked Exhibit "C", be and the same is hereby ratified and confirmed, and that the property mentioned therein be sold in accordance with the terms of said contract of sale.

And it is further Adjudged, Ordered and Decreed, that William J.McWilliams be and he is hereby appointed Trustee to consummate the aforesaid contract of sale, and to receive the purchase money, and upon the payment of the whole of the purchase money, to execute a deed for the property to the purchaser, which shall convey to the purchaser, all of the right, title and interest of the parties to this proceeding to said property, free clear and discharged from all claim of the parties hereto, and those claiming by from or under them or either or any of them, and to do all other and further things as may be requisite to properly consummate said transaction, in accordance with the terms and provisions of said contract of sale; provided however, that the said William J.McWilliams Trustee, before entering upon his duties as such, shall file with the Clerk of this Court a bond to the State of Maryland executed by himself and surety or sureties to be approved by this Court or the Clerk thereof in the penalty of Five thousand five hundred Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises. And as soon as may be convenient after said sale has been completed the said Trustee shall return to this Court a full and particular account of his proceedings relative to said sale, with an affidavit of the truth thereof, and bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting therefrom, the costs of this suit and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Ridgely P.Melvin

Judge.

Trustees Bond--Filed and approved 1st March, 1939.

Know All Men By These Presents:

That we, William J. McWilliams, as Principal, of Anne Arundel County, Maryland and the Fidelity and Casualty Company, a corporation 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 Fifty-five Hundred and 00/100 Dollars ($5500.00) 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 28th day February in the year of our Lord one thousand, nine hundred and thirty-nine.

Whereas The Above Bounden William J.McWilliams by virtue of a decree of the Honorable the Judge

of the Circuit Court for Anne Arundel County has been appointed trustee to consummate the sale of certain real estate mentioned in the proceedings in the case of George Abram Moss, and Marion Blanche Moss, etc. et al vs. Elizabeth Dorsey Moss now pending in said Court. (Being #7727 Equity).

Now The Condition of the Above Obligation is Such That, if the above bounden William J. McWilliams 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.

Elizabeth S. Ridgely — William J.McWilliams (Seal)

(Corporate) — The Fidelity And Casualty Company Of New York

Attest: (Seal) — By L.L.Monnett,Sr.

Beverly Vansant — Attorney-in-fact

Trustee's Report--Filed March 13th. 1939.

To The Honorable The Judges Of Said Court:

The report of William J. McWilliams, Trustee, appointed by a decree of this Honorable Court passed in the above entitled cause on the 28th day of February, 1939, to consummate the contract of sale for certain real estate mentioned therein respectfully shows:

That after giving bond with security for the faithful performance of his trust, in accordance with the terms of said decree, your Trustee did, on the 10th day of March, 1939, execute a deed to the property mentioned in said contract of sale to James Jacobsen and received from the said James Jacobsen the sum of Five Thousand One Hundred and Fifty-nine Dollars and Two Cents ($5,159.02) representing the balance of the purchase price then due, after the adjustment of taxes, water rent, etc., your Trustee having already received the down payment in the amount of Fifty Dollars ($50.00).

Wherefore your Trustee prays this Honorable Court to pass an order referring this case to the Auditor to state an account and allowing him his expenses and commissions on said sale in accordance with Equity Rule 14 of this Honorable Court.

Respectfully submitted,

William J.McWilliams

Trustee

State of Maryland: County of Anne Arundel: SS:

I Hereby Certify that on this 13th day of March, 1939,before me the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared William J.McWilliams, Trustee, named in the above reported sale and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

As Witness, my hand and notarial seal.

(Notary's) — Elisabeth S. Ridgely

(Seal) — Notary Public

Order

Upon the foregoing report and affidavit it is this 14th day of March, 1939, by the Circuit Court for Anne Arundel County Ordered that the papers in this case be and they are hereby referred to the Auditor to state an account and it is Further Ordered that in stating

said account the Auditor shall allow the Trustee his reasonable expenses and commissions of said sale in accordance with Equity Rule 14 of this Honorable Court.

Ridgely P.Melvin

Judge

Auditor's Report and Account--Filed March 20th.1939.

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.

Laura R. Jickling, Auditor.

Dr. George Abram Moss, et al, etc., Vs. Elizabeth Dorsey Moss, et al in ac.with William J. McWilliams, Trustee.

To Trustee for commissions	$195.00	$195.00
To Trustee for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	33.60	
Auditor	9.00	62.60
To Trustee for expenses, viz:		
Capital-Gazette Press- order nisi on auditor's acct.	5.00	
Clerk of Court - certified copy of deed	1.25	
Register of Wills - certified copies of Will and Inventory	4.50	
J. Revell Carr - survey and plat	25.00	
T. Carroll Worthington - appraisal fee	10.00	
L.L. Monnett - appraisal fee	10.00	
B. J. Wirgard, Agent - bond premium	22.00	
John S.Strahorn - Examiner	8.00	
Juliet D. Strahorn - Stenographer	6.50	
One-half cost Federal and State revenue stamps	5.50	
Elizabeth S. Ridgely - Notary fees	2.50	
Recording long release of mortgage	3.00	
Recording short release of mortgage	1.00	104.25
To Trustee for taxes, viz:		
1938 County and State	74.86	
1939 County and State (adjusted)	14.03	88.89
1936 City taxes	61.77	
1937 City taxes	64.08	
1938 City taxes (adjusted)	43.58	169.43
To Trustee for water rent, viz:		
Annapolis Water Co. - rent to 3/10/39		23.16

(Carried forward)

To George Abram Moss and Marian Blanche Noble, Executors of Mary J. Moss - this balance	$4,856.67 $5,500.00	$4,856.67 $5,500.00
Cr. Dec. 5,1938 Proceeds of sale, as shown by Complainant's Exhibit "C" filed herein		$5,500.00

Ordered, This 20th day of March, 1939, 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 21st 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 21st day of April next.

John H. Hopkins, 3rd. Clerk.

Certificate of Publication.

Annapolis, Md., April 21,1939

We hereby certify, that the annexed Order Nisi- Aud. Acct. "George Abram Moss etc" was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of April,1939. The first insertion being made the 21st day of March, 1939

The Capital-Gazette Press, Inc.
By L.L.French

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 24 day of April, 1937, 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.

Ridgely P. Melvin
Judge.

Louis Perna and Mary Perna,	:	No. 7743 Equity
his wife	:	In The Circuit Court For
vs.	:	Anne Arundel County.
	:	
E. Megeath Rogers, unmarried.	:	

Bill of Complaint--Filed 6 January 1939

To the Honorable, the Judges of said Court:-

Your Orators complaining say:

First. Your Orator, Louis Perna, of Anne Arundel County, State of Maryland, and the Defendant, E. Megeath Rogers, of the City of Washington, District of Columbia, are seized, in fee simple, in equal shares, as tenants in common, of a lot of ground situate at Galesville, Anne Arundel County, Maryland, containing four acres of land, more or less, improved by two frame dwellings, and certain contents therein, which was conveyed to them by deeds from Thomas M. Baker, unmarried, dated March 30, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 50, folio 67, and Liber F. S. R. No. 50, folio 68. Duly certified copies of said deeds are filed herewith as a part hereof and marked "Plaintiffs' Exhibit A," and "Plaintiffs' Exhibit B."

Second. That the said real estate is not susceptible to partition without loss and injury to the parties in title having interests therein as above stated, and that in order to make divisions of said interests it will be necessary that the real estate be sold and the proceeds thereof be divided between the parties according to their interests.

Third. That the said Mary Perna is the wife of the Plaintiff, Louis Perna, and the Defendant, E. Megeath Rogers, is unmarried and is a resident of the District of Columbia, residing at No. 1 Thomas Circle, Northwest, Washington, D. C., and all parties are adults.

TO THE END THEREFORE:

1. That a decree may be passed for the sale of the said real estate.
2. That the proceeds of said sale may be distributed between your Orator, Louis Perna, and the said E. Megeath Rogers, according to their respective rights and interests.
3. That there might be an accounting as to advances made on payments of taxes, and other public charges.
4. And that your Orators may have such other and further relief as their case and equity may require.

May it please your Honors to grant unto Orators the order of publication, giving notice to the said E. Megeath Rogers, of the District of Columbia, residing at No. 1 Thomas Circle Northwest, of the object and substance of this Bill and warn her to appear in this Court by person or by solicitor on or before a certain day to be named therein, to show cause, if any she has, why a decree ought not to pass as prayed.

AND, AS IN DUTY BOUND, ETC.

George E. Rullman	Louis Perna
Wm. Amoroso	Mary Perna
Solicitors for Plaintiffs	

Plaintiffs' Exhibit A., Examiner's Exhibit#1--Filed 6 January 1939

This Deed Made this 30th day of March in the year of our Lord one thousand nine hundred

and twenty-nine by and between Thomas M. Baker, unmarried, of the District of Columbia, party of the first part, and Louis Perna, married, and E. Megeath Rodgers unmarried, of the District of Columbia, parties of the second part;

Witnesseth, that in consideration of the payment of the sum of Ten Dollars to him by the parties of the second part the said party of the first part does grant and convey unto the said Louis Perna, and E. Megeath Rogers, parties of the second part, his heirs and assigns, in fee simple, all that part, piece or parcel of ground situate, lying and being in the First Election District of Anne Arundel County in the State of Maryland, being the same land which the said party of the first part heretofore obtained from Fred Repetti and Joseph D. Rogers, trustees, and Louis Perna, et al, by deed dated the -- day of March 1929, recorded in the Land Records of -- in Liber -- at folio -- and being described as follows, to wit:

Beginning for the same at a point on the southerly side of the main County Road leading into Galesville, said point being distant North 57° 25' West 392.68 feet from the westerly side of the County Road leading to the Tochesster Company's wharf, and running thence North 57° 25' 116.64 feet along said southerly side of road to a point, said point being distant North 50° 57' West 4.82 feet from a cut stone monument, thence leaving said road South 19° 29' 30" West 250.76 feet to a point, said last mentioned point being distant North 70° 31' 30" West 3 feet from a cut stone monument, thence continuing South 19° 29' 30" West 85.14 feet to the tide waters of a Creek of West River, thence along said tide waters South 71° 30' 30" East 92.79 feet, thence leaving said Creek north 50°19' 30" East 11.79 feet, thence North 22° 20' East 31.96 feet to a cut stone monument, thence continuing North 22° 20' East 260.06 feet to cut stone monument and, thence continuing North 22° 20' East 6.08 feet to the point of beginning, containing seven hundred eighty-three-thousandths of an acre of land (.783) of an acre of land) more or less, according to plat and survey by Robert L. Burwell, C.E., dated September 27th, 1927, said plat entitled "Lot of Land at Galesville" and attached to and recorded with the certain deed from James M. Beall, Fred A. Spicer and Charles H. Bauman, trustees, to Fred Repetti and Joseph D. Rogers, trustees, dated the 15th day of October, 1927.

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

To Have and To Hold the aforesaid part, piece or parcel of ground and premises above edscribed and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the only proper use benefit and behoof forever of the said Louis Perna and E. Megeath Rogers, parties of the second part.

And the said party of the first part covenants that he will warrant specially and generally the property hereby conveyed; that he is seized of the land hereby conveyed; that he has a right to convey said land; that the said party of the second part shall quietly enjoy said land; that he has done no act to encumber said land; and that he will execute such further assurances of said land as may be requisite.

Witness mt hand and seal.

Test: W.T.Kerfoot Jr. Thomas M. Baker. (Seal)

District of Columbia, SS:

I Hereby Certify that on this 30th day of March 1929, before the subscriber, a Notary Public in and for the District of Columbia aforesaid, personally appeared Thomas M. Baker, and did acknowledge the aforegoing Deed to be his act.

In Testimony Whereof, I have affixed my official seal this 30th day of March A.D. 1929.

(Notarial Seal) W.T.Kerfoot Jr.

Recorded-July-10-1929-9 A.M. Notary Public in and for the District of Columbia.

State of Maryland, Anne Arundel County, SCT:

I Hereby Certify that the foregoing Deed was truly taken and copied from Liber F.S.R. No. 50, folio 67, 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 Arundel County, this 3rd day of January, A.D.1939.

(Circuit Court) John H. Hopkins 3rd

(Seal) Clerk.

Plaintiffs' Exhibit B.--Examiner's Exhibit #2 --Filed 6 January 1939

This Deed made this 30th day of March in the year of our Lord one thousand nine hundred and twenty-nine by and between Thomas M. Baker, unmarried, of the District of Columbia party of the first part, and Louis Perna, married, and E. Megeath Rogers, unmarried of the District of Columbia, parties of the second part.

Witnesseth, that in consideration of the payment of the sum of Ten Dollars to him by the parties of the second part the said party of the first part does grant and convey unto the said Louis Perna and E. Megeath Rogers, parties of the second part, their heirs and assigns, in fee simple, all that part, piece or parcel of ground situate, lying and being in the First Election District of Anne Arundel County in the State of Maryland, being the same land which the said party of the first part heretofore obtained from Fred Repetti, Louis Perna, trustees, and Joseph D. Rogers, et al, by deed dated the -- day of March, 1929, recorded in the Land Records of -- in Liber -- at folio -- and being described as follows, to wit:

Beginning for the same at the same point of beginning that is described in a deed dated July 28th, 1922, and recorded in Liber W.N.W. No. 45, folio 337 of the Land Records of Anne Arundel County, Maryland , whereby Joseph Bean and wife conveyed to James M. Beall, et al, a tract of land of which the land herein described is the easterly part, said point of beginning being on thewesterly side of the County Road leading to the Tolchester Company's wharf and distant South 29° 22' East 4.45 feet from a cut stone monument and running along the westerly side of said Road North 13° 2' 30" East 285.11 feet to the southerly side of the main road leading into Galesville, thence North 57°25' West 392.68 feet to a point, thence leaving said road south 22° 20' West 6.08 feet to a cut stone monument, thence continuing South 22° 20' West 260.06 feet to a cut stone monument, thence continuing South 22° 20' west 31.96 feet to a point, thence South 50° 19' 30" West 11.79 feet to the tide waters of a creek of West River, thence along said tide waters South 8° 17' East 82.81 feet, thence leaving said Creek South 71° 47' East 21.39 feet to a point, said last mentioned point distant South 18° 13' West 3 feet from a cut stone monument, and thence continuing South 71° 47' East 375.46 feet to the point of beginning, containing three and seven-hundredths (3.07) acres of land, more or less, according to plat and survey by Robt. L. Burwell, C.E. dated September 27th, 1928, said plat entitled "Tract of Land at Galesville" and attached to and recorded with the certain deed from James M. Beall, Fred A. Spicer and

Charles H. Bauman, trustees, to Fred Repetti and Louis Perna, trustees, dated the 15th day of October, 1927.

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

To Have and To Hold the aforesaid part, piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use benefit and behoof forever of the said E. Megeath Rogers and Louis Perna, parties of the second part.

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

Witness my hand and seal.

Test: W.T.Kerfoot Jr. Thomas M. Baker. (Seal)

District of Columbia, SS:

I Hereby Certify that on this 30 day of March 1929, before the subscriber, a Notary Public in and for the District of Columbia aforesaid, personally appeared Thomas M. Baker and did acknowledge the aforegoing Deed to be his act.

In Testimony Whereof, I have affixed my official seal this 30th day of March, A.D.1929.

(Notarial Seal) W.T.Kerfoot Jr.

Recorded-July-10-1929-9 A.M. Notary Public in and for the District of Columbia.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber F.S.R. No. 50 folio 68, 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 Arundel County, this 3rd day of January, A.D. 1939.

(Circuit Court) John H. Hopkins 3rd.

(Seal) Clerk.

Order of Publication--Filed 6 January 1939

The object of this suit is to procure a decree for the sale of certain property located at Galesville, in Anne Arundel County, Maryland, title to which is held by Louis Perna and E. Megeath Rogers, in fee simple, as tenants in common. The bill states that said property was deeded to Louis Perna and E. Megeath Rogers by Thomas M. Baker, unmarried, under date of March 30,1929, which deeds are recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 50, folio 67; and Liber F.S.R. No. 50, folio 68; that the real estate is not susceptible to partition without loss and injury to the parties in title having interests therein, and in order to make division of said interests it will be necessary that the real estate be sold and the proceeds thereof be divided between the parties according to their interests; that all parties to this cause are adults and that the Defendant, E. Megeath Rogers, is a resident of the District of Columbia and a non-

resident of the State of Maryland.

It is thereupon this 6th day of January in the year 1939, Ordered by the Circuit Court, for Anne Arundel County /in Equity, that the Plaintiffs, by causing a copy of this Order to be inserted in some newspaper in Anne Arundel County once in each of three successive weeks before the 8th day of February 1939, giving notice to the said absent defendant of the object and substance of this Bill, and warning her to appear in this Court in person or by solicitor, on or before the 25th day of February, 1939, to show cause, if any she has, why a decree ought not to be passed as prayed.

John H.Hopkins 3rd,

Clerk.

Answer of Defendant, Filed Feby. 7th 1939

To The Honorable, The Judges Of Said Court:

Your defendant answering says:

She admits as true all of the allegations contained in the Bill of Complaint herein, except she avers that her place of residence is No. 1400 M Street, Northwest, Washington, D.C., not No. 1 Thomas Circle, Northwest, Washington, D.C., as alleged.

She consents that a decree, in accordance with the prayers of the bill of complaint, be passed herein for the sale of the property described in said bill of complaint, provided that she has proper representation in the premises.

And prays that she may have such other and further relief as the nature of the case may require and to the Court may seem meet.

Thomas M. Baker E. Megeath Rogers-

Benjamin Michaelson

Solicitors for Defendant.

General Replication--Filed March 10th. 1939.

The Plaintiffs join issue on the matters alleged in the Answer of E. Megeath Rogers so far as the same may be taken to deny or avoid the allegations of the Bill.

George E. Rullman

Attorney for Plaintiffs

Petition and Order for Plaintiffs to take testimony--Filed March 10th.1939.

To The Honorable, The Judges of Said Court:-

The Petition of George E. Rullman, Solicitor for the Plaintiffs, respectfully shows unto your Honors:

That the Defendant has filed her Answer to the Bill of Complaint, and that a General Replication has been filed and this case is now at issue.

And your Petitioner herewith prays your Honors to pass an order granting leave to take testimony before one of the standing Examiners of this Court to sustain the allegations contained in the Bill of Complaint.

And, as in Duty Bound, etc.

George E. Rullman

Solicitor for Plaintiffs

Ordered this 10th day of March, in the year 1939, by the Circuit Court for Anne Arun del County, in Equity, that leave by granted unto the Plaintiffs to take testimony before one of the Standing Examiners of this Court to sustaun the allegations contained in the

Bill of Complaint.

Ridgely P.Melvin--Judge

Testimony on behalf of the Plaintiff, and six exhibits.April 14th.1939--Filed April 15"1939

Present:-

Mr. George E. Rullman, Solicitor for Plaintiffs.

Mr. Benjamin Michaelson, Solicitor for Defendants.

Mr. John S. Strahorn,Examiner

Juliet D. Strahorn, Court Stenographer.

Witnesses.

Louis Perna,----------2 to 5

Albert W.Woodfield,---------- 6 to 7

E.N.Dixon, ---------- 8 to 9

Louis Perna, a witness of lawful age, the Plaintiff, being first duly sworn, deposes and says:-

(Rullman.)

1. State your name and residence?

A. Louis Perna, 4127 River Road, Washington, D.C.

2. You are the Plaintiff in this case? A. Yes.

3. Miss Rogers is the defendant? A. That's right.

4. Do you have any property holdings in and around Galesville, Anne Arundel County? A. Yes.

5. What does that property in Galesville consist of?

A. Two houses and lots of ground.

6. How much acreage in that? A. 3-7/8 acres.

7. Is it improved?

A. Only by the two houses the improvements.

8. I hand you a certified copy of a deed, marked Plaintiffs' Exh. A in this case, will you look at that and tell us if that is any of the property in question?

A. Yes this is the property.

-----Offered in evidence deed dated March 30th, 1929 wherein Thomas M. Baker, unmarried conveyed to Louis Perna and E. Megeath Rogers property at Galesville containing .783 acres of land, more or less, said deed recorded among the Land Records of Anne Arundel County in F.S.R. 50, folio 67, now marked Examiner's Exh. 1.

9. I hand you another paper, will you tell us what that is, and if this is in reference to the property you have an interest in herein mentioned?

A. Yes that is.

-----Offered in evidence deed dated March 30th, 1929 wherein Thomas M. Baker, unmarried, in grantor and Louis Perna and E. Megreath Rogers, are grantees, conveying property at Galesville said to contain 3.07 acres of land, more or less, said deed recorded among the Land Records of Anne Arundel County in Liber F.S.R. 50, folio 68, now filed as Examiner's Exhibit No. 2.

10. Are these two tracts of land adjoining? A. Yes sir.

11. Do you and Miss Rogers hold any other property in Anne Arundel County together?

A. No sir.

12. Is this property, those two tracts of land as a whole, susceptible of partition in kind

between you and Miss Rogers without material loss or injury to either or both of you?

A. No.

13. Why do you say that?

A. It cannot be done, because of the kind of property it cannot be divided without loss to one or the other.

14. Have you any personal property on these premises that you have title to yourself?

A. Yes, very little.

15. What is it?

A. Two Frigidaires, couple lawn mowers, some tools, mattress, bed, metal wardrobe and oil stove

16. No personal property in the house that belongs to Miss Rogers?

A. No, the other stuff besides those belongs to both of us.

17. Is there some personal property in either one of the houses that belongs to Miss Rogers?

A. Belongs to both of us together.

18. Is there any household property in either one of the houses that belongs to Miss Rogers?

A. Only one Frigidaire in the other house, not mine, the house she is in now, she has been using.

19. Which house has the list of articles in you just mentioned?

A. The smaller house in the back.

20. Where is Miss Rogers' stuff? A. In the big house.

21. Since you have owned this property have you made any advances on both your own behalf and on behalf of Miss Rogers, have you paid out any money? A. Yes.

22. Who paid the tax bill? A. I paid the tax bill.

23. Did she pay any of it? A. I think two years I paid.

24. Did Miss Rogers pay any of them? A. No.

25. I hand you this paper, do you know what that is?

A. That is Tax bill for 1937, State, County and School taxes.

26. What is the amount of that? A. $126.97

-----Filed as Examiner's Exhibit No. 3

27. Look at this and state what that is?

A. State, County and School tax for 1938 on this property amounts to $123.66, I paid both of those.

-----Filed as Examiner's Exhibit No. 4.

28. How do you get water on that place?

A. Have a pump at the big house.

29. Any other pump there? A. No.

30. What is this paper?

A. Very frequently the pump gets out of order, that is a bill to Mr. A.S.Mauk for fixing the pump, made out to me for $5.50.

31. Did you pay this bill? A. Yes. ----Filed as Examiner's Exh. No. 5.

32. What is this paper?

A. Bill and receipt for rent for the space between one wharf and another to protect that front, it is my water front I paid the bill. The bill is for $2.50 Conservation Commission of Maryland rental of two and a half acres at $1 per acre for the year November 1, 1937 to 1938.

Filed as Examiner's Exhibit No. 6.

33. Did you make any other advances? A. Only whatever is there.

34. Have any grass cut down there? A. Yes, I paid $10.

35. 1939 taxes are not due yet? Are not paid yet?

A. No.

36. In your opinion, what is a fair valuation of that property?

A. $10,000 to $13,000.

37. Do you desire the Court to decree a sale of the property and appoint a Trustee to make the sale and divide the proceeds amongst you and Miss Rogers as your interests appear?

A. Yes.

38. You ask that to be done? A. Yes.

No Cross Examination.

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

A. No.

Signatures waived by agreement of Counsel.

Albert W.Woodfield, a witness of lawful age, being first duly sworn, deposes and says:- (Rullman)

1. State your name and residence?

A. Albert W.Woodfield, Galesville, Md.

2. What is your occupation?

A. I am a sea food dealer.

3. How long have you lived at Galesville? A. All my life, 36 years.

4. Do you know the parties to this suit, Mr. Perna and Miss Rogers?

A. I know Mr. Perna and I know of Miss Rogers.

5. How long have you known him?

A. Ever since he has been there 10 to 12 years.

6. Do you know the property at Galesville containing about 4 acres of land known as the Bean property, which he has an interest in?

A. I do.

7. Does it consist of four acres? A. I would say three to four.

8. What improvements are on that?

A. There are two buildings, guess you call one a club house and the other one a building, I don't know whether plumbing in it, Mr. Perna built on one part and the other old house is a club house, and some out buildings don't amount to much.

9. From your knowledge of that property would you say it could be divided equally or in kind between the parties in interest, Mr. Perna and Miss Rogers, without material loss or injury to either of them?

A. I don't think so.

10. Why do you say that?

A. One of the buildings, the old club house sets practically in the middle of the piece of property, and that of course is the best site, and where he lives goes back on a Creek, you could get right close to his house and have some of the front property on his; but I don't think you could divide it equally without loss to one of them.

11. Do you think it would be to the advantage of both of them to have the Court appoint a

Trustee to sell the property and divide the proceeds amongst those in interest?

A. Looks like that would be the only thing you could do under the circumstances.

12. You say you have known that property for a number of years, what, in your opinion, is a fair valuation of that property with the improvements on it?

A. I would say just as it stands, if you could find a buyer for it, $11,000 to $12,000 would be a good sale.

Cross Examination.

(Michaelson.)

1. You remember what that sold for when Beans sold it?

A. No more than hearsay, I understood $17,000, I don't know whether that is right or not.

2. Any improvements put on the property at the time?

A. Yes, they remodeled the old house and made a club house and Mr. Perna built an additional home.

3. So the Bean house was improved and a club house made out of it and the old blachsmith shop was torn down and back on the creek Mr. Perna built a house?

A. That's where the dwelling was built, that's correct.

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

A. No.

Signature waived by agreement of counsel.

E.N.Dixon, a witness of lawful age, being first duly sworn, deposes and says:-

(Rullman.)

1. State your name and residence?

A. E.N.Dixon, Galesville, Md.

2. How long have you lived there?

A. All my life, I am on the County Police force.

3. Do you know Mr. Louis Perna and Miss E. Megreath Rogers?

A. Yes, but never have known them by that name, I know her as Miss Elizabeth Meredith Rogers.

4. How long have you known them?

A. Since they bought the property. About ten or twelve years ago.

5. Do you know the property that they own together?

A. Yes, the Bean property in Galesville.

6. What does that consist of?

A. Consists of 3.7 acres, two houses, one big house the club house and the other house was the old shop moved down there and rebuilt, which is occupied by Mr. Perna.

7. Then there is a large house and a small house on this land? A. Yes.

8. That property lies on the main road in Galesville and is known as the old Bean property?

A. Yes.

9. In your opinion is this property susceptible of division in kind between these people who have interest in it without material loss or injury to either of them?

A. I don't think so.

10. Why not?

A. You could not well divide it unless one paid the other little to boot on it. They had it divided with a fence but I don't know if that was a division or what.

11. Is it because the houses are of different valuation?

A. Yes.

12. Where is the large house located with reference to the whole lot?

A. In the middle of the land and the small house is on the little creek.

13. You have lived around Galesville a number of years, what, in your opinion, is a fair valuation of this property?

A. I think a fair valuation is between $10,000 and $12,000.

14. Do you think it is to the advantage of both parties in interest to sell it and divide the proceeds, in order to have an equal division? A. Yes.

Cross Examination.

(Michaelson.)

1. Do you know what Bean got for it when he sold?

A. I sold it for Beans to that Club but I could not tell you what it was, I think $16,000 or $17,000.

2. Some improvements been made to the property since the sale?

A. Moving the house down there most all, and Dr. Rogers when sick had a little work done there.

3. Has the property been kept in good condition?

A. Not such very good condition, you know how a house lying out and nobody in it gets.

4. Any improvements such as bath, water and electric lights?

A. Yes, put couple baths in it, electric lights put in since they bought it.

5. Is the house in which Mr. Perna lives is that a substantially comfortable house?

A. Very nice house, he fixed it up nicely.

6. How many rooms in that house?

A, I could not tell you, two story dwelling and basement.

7. How many rooms in the club house?

A. Eight good sized rooms and two in the attic, has also a double porch up and down, property fronts right on West River.

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

A. No. Signature waived.

(Michaelson.)

The Defendant is satisfied to have the property sold provided she has equal representation by a Trustee.

There being no other witnesses to be examined, no further testimony desired on behalf of the Plaintiff, and the defendant not desiring to take any testimony, this testimony is now closed and at the request of the attorneys for plaintiff and defendant, is now returned to the Court.

Witness my hand and seal this 15 day of April, 1939.

Jno. S. Strahorn, (Seal)
Examiner.

Decree For Sale --April22, 1939--Filed 22" April 1939

This cause standing ready for hearing and being submitted, the Bill, Answers, and all other proceedings were by the Court read and considered.

It is thereupon this 22nd day of April, in the year Niniteen Hundred and Thirty-nine, by the undersigned, one of the Judges of this Court, and by authority of this Court, adjudged, ordered and decreed that the real estate mentioned in these proceedings be sold, and that

George E. Rullman, and Benjamin Michaelson, of Annapolis, be and they are hereby appointed Trustees to make such sale, and that the course and manner of this proceedings be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by them, with a surety or sureties to be approved by the Clerk of this Court, in the penalty of Thirteen Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or which may be reposed in them by any future order or decree in the premises; they 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 they 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 Trustees 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 by approved by the Trustees; and if not sold at public sale on the day so advertised, thesaid Trustees shall proceed to make sale or sales at either private or public sale, to the best advantage, and upon the terms above set forth.

And as soon as may be convenient after any such sale, the Trustees shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale 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 Trustees, by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs, the property to him, her to them, sold, free clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the said Trustees 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 Trustees as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged this trust.

Ridgely P. Melvin
Judge

We hereby agree to the immediate passage of the aforegoing Decree for the sale of the property mentioned in these proceedings.

George E. Rullman
Attorney for Plaintiffs
Benjamin Michaelson
Attorney for Defendant

Bond--Filed and approved 27th April, 1939.

Know all Men by these Presents.

That We, George E. Rullman and Benjamin Michaelson, of Anne Arundel County, State of Maryland, and the National Surety Corporation, a body corporate, of New York, and duly admitted to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirteen Thousand Dollars to be paid to the said State or its certain Attorney, to which payment well and truly to be made we bind ourselves, and

each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents--sealed with our seals and dated this twenty-fifth day of April, in the year of our Lord one thousand nine hundred and thirty-nine.

Whereas, the above bounden George E. Rullman and Benjamin Michaelson, by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County, have been appointed trustees to sell real estate mentioned in the proceedings in the case of Louis Perna, and Mary Perna, /his wife Equity No. 7743 vs. E. Megeath Rogers now pending in said Court:

Now the Condition of the above Obligation is such, That If The Above Bounden do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any furure 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		George E. Rullman (Seal)
in the presence of	(Corporate)	Benjamin Michaelson (Seal)
Granville Lee Meredith	(Seal)	National Surety Corporation
Witness as to surety		By W.M.Murphy
Margaget M. Delcher		Attorney-in-Fact (Seal)

Report of Sale--Filed May 24" 1939.

To the Honorable, the Judges of Said Court:-

The Report of Sale of George E. Rullman and Benjamin Michaelson, Trustees, respectfully shows:-

That under and by virtue of a decree of the Circuit Court for Anne Arundel County, dated the 22nd day of April, 1939, in the above entitled cause, the said George E. Rullman and Benjamin Michaelson were appointed Trustees to sell the hereinafter described property; and after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the Decree and of the law for such cases made and provided, offered the property the property in said proceedings mentioned for sale by public auction at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, May 23, 1939, at 11:00 o'clock, A.M., and then and there sold the said property to E. Mageath Rogers, at and for the sum of Fourteen Thousand, Five Hindred Dollars ($14,500.00), she being then and there the highest bidder therefor; and the said property being described as follows:

1. All that lot of land, containing .783 acres of land, at Galesville, fully described in a deed from Thomas M. Baker, unmarried, to Louis Perna and E. Mageath Rogers, dayed March 30, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 50, folio 67.

2. All that lot of land, containing 3.07 acres of land, Galesville, fully described in a deed from Thomas M. Baker, unmarried, to Louis Perna and E. Megeath Rogers, dated March 30, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 50, folio 68.

And the said Trustees further report that they have received from the said purchaser a deposit as required by the terms of said sale, and has also received the Purchaser's Agreement to comply with the terms of sale which are as follows:

"TERMS OF SALE:- As presecribed by decree:- one half of the purchase money to be paid in cash on the day of sale, or at the option of the Trustees 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 Trustees; and if not sold at public sale on the day so advertised, the said Trustees shall proceed to make sale or sales at either private or public sale, to be best advantage, and upon the terms above set forth. All adjustments of taxes and all other public charges to be made to the day of sale."

Respectfully submitted,

George E. Rullman
Benjamin Michaelson
Trustees

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

I hereby certify that on this 24th. day of May, in the year 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George E. Rullman and Benjamin Michaelson, Trustees, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth, and that the said sale was fairly made.

Witness my hand and Notarial Seal.

(Notary's) Granville Lee Meredith
(Seal) Notary Public

Purchaser's Agreement.

I hereby certify that I, as Attorney for Miss E. Megeath Rogers, did Purchase the within described property at Public Sale at the Court House Door, Annapolis, Maryland, on Tuesday, May 23, 1939, at and for the sum of Fourteen Thousand, Five Hundred Dollars ($14,500.00) and hereby agree to comply with the terms of sale as herein set forth.

Witness: Thomas M. Baker
Granville Lee Meredith Attorney for E. Megeath Rogers

Auctioneers Certificate.

I hereby certify that I did sell the within described property at the Court house Door, Annapolis, Maryland, on Tuesday, May 23, 1939, at Public Sale, to E. Megeath Rogers, at and for the sum of Fourteen Thousand, Five Hundred Dollars ($14,500.00).

Witness: Geo. W. Scible
Granville Lee Meredith Auctioneer.

Order Nisi.

Ordered, this 24th. day of May, 1939, That the sale of the real estate mentioned in these proceedings, made and reported by George E. Rullman and Benjamin Michaelson, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th. 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 26th. day of June next.

The report states that the amount of sales to be $14,500.00

John H. Hopkins, 3rd.
Clerk.

Certificate of Publication Annapolis, Md. June 29,1939.

We hereby certify, that the annexed Order Nisi--Louis Perna & wf., vs. E. Megeath Rogers, Equity No. 7743 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th. day of June, 1939. The first insertion being made the 25th day of May, 1939.

The Capital- Gazette Press, Inc.

By Alfaretta Friend.

Ordered By The Court, This 29th day of June, 1939, that the sale made and reported by the Trustees 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin--Judge

Auditor's Report and Account--Filed July 25th. 1939.

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.

Laura R. Jickling-- Auditor.

We, the undersigned attorneys for the parties to this suit do hereby consent to the immediate ratification of the Auditor's account.

George E. Rullman
Attorney for Plaintiff
Benjamin Michaelson
Attorney for Defendant.

Dr. Louis Perna and Mary Perna, his wife, Vs. E. Megeath Rogers in ac. with George E. Rullman and Benjamin Michaelson, Trustees

To Trustees for Commissions	$	$ 468.15
To Trustees for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Defendant's Solicitor's appearance fee	10.00	
Clerk of Court - costs	23.85	
Auditor	18.00	61.85
To Trustees for Expenses, viz:		
Capital-Gazette Press - order of publication	20.25	
Capital-Gazette Press - advertising sale	24.75	
Capital-Gazette Press- handbills	5.50	
Capital-Gazette Press -Order nisi on report of sale	5.00	
No nisi--ratification by agreement		
Clerk of Court - certified copies	3.50	
John S.Strahorn - Examiner	8.00	
Juliet D. Strahorn - Stenographer	4.50	

(carried forward)

Brought forward	$71.50	$530.00
National Surety Co.- bond premium	52.00	
George W. Scible - auctioneer	31.00	
Tri-City Sign Service - sign	5.00	
Granville L. Meredith - Notary fee	.50	
One-half Federal and State revenue stamps	7.50	$172.40
To Trustees for Taxes, viz:		
1939 State and County taxes ($127.13-adj)		49.50
To Louis Perna - one-half net proceeds of sale		6,926.55
To E. Megeath Rogers - one-half net proceeds of sale		6,926.55
		$14,605.00

Cr. May 23, 1939	
Proceeds of Sale	$14,500.00
Interest on deferred payment	105.00
	$14,605.00

ORDER NISI

Ordered, This day_of July,1939, 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_day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of _ successive weeks before the _ day of August next.

In the Circuit Court for Anne Arundel County

Upon the written agreement of counsel for all parties, it is hereby

Ordered By The Court, this 25 day of July, 1939, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin

Judge.

Maoma A. Burkhart	:	No. 7747 Equity.
vs.	:	In The Circuit Court
Seth H. Linthicum and Mary P. Linthicum, his wife		of
Colonial Trust Company, Trustee under will of	:	Baltimore City
G. Milton Linthicum, deceased, Sarah Louise	:	
Linthicum, Eleanor Linthicum Woodruff,	:	In the Circuit Court
Sweetser Linthicum, 3rd, an infant,	:	for
W. Hampton Linthicum and M. Delmah Linthicum,	:	Anne Arundel County.
his wife, Sweetser Linthicum, Matilda Vickery	:	
and Luster A. Vickery, her husband, Luster	:	
A. Vickery, Jr., an infant, Marydel Linthicum,	:	
Howard C. Wilcox, Trustee and Receiver.		
Sweetser Linthicum, Trustee.		

Bill of Complaint--Filed 27" April 1938

To The Honorable, The Judge of Said Court:

Your Oratrix, Maoma A. Burkhart, of the City of Washington, in the District of Columbia, humbly Complaining shows:

Ex

1. That a certain J. Charles Linthicum, late of Baltimore City, departed this life on or about the fifth day of October, 1932, leaving a Last Will and Testament duly executed, which has been admitted to probate by the Orphans' Court of Baltimore City and remains of record in the office of the Register of Wills thereof, a certified copy of which will, together with probate thereof, and of the renunciations hereinafter referred to, is filed herewith marked "Complainant's Exhibit A" and prayed to be considered as part of this bill.

2. That the Mercantile Trust Company of Baltimore, which was by said will appointed Executor and Trustee, did in writing renounce its right to Letters Testamentary on the estate of said decedent, and to trusteeship under said will; and Helen A. Linthicum, the widow of said J. Charles Linthicum, who was also appointed Executrix in said will did in writing renounce all right to Letters Testamentary thereon as appears from the respective renunciations of said parties heretofore mentioned and forming part of said Exhibit A.

3. That on or about November 22, 1932, Letters Testamentary were accordingly issued by the Orphans' Court of Baltimore City to G. Milton Linthicum, the remaining Executor named in said will, and the said G. Milton Linthicum did qualify as such executor, but departed this life on or about the 18th day of July, 1935, not having fully administered said estate.

4. That under the Fourth Item of said will your Oratrix is entitled to a legacy of Ten thousand dollars ($10,000.00) but the same has never been paid to her, nor has she received any part of said sum or any interest thereon.

5. That sundry other pecuniary legacies were given by the said testator and to the best of the knowledge and belief of your Oratrix none of said pecuniary legacies has been paid, or any interest thereon paid up to the daye of the exhibiting of this bill, and your Oratrix exhibits this, her bill, not only on her own behalf as legatee, but on behalf of any and all other legatees of said J. Charles Linthicum whose legacies remain unpaid and who being entitled to the same relief as your Oratrix shall join with her in this suit and contribute their respective shares of the costs thereof.

6. That the estate of thesaid testator consists largely of real estate in Anne Arundel County, Baltimore City, and elsewhere, not readily convertible into cash; and since, furthermore, no power of sale was given to the Executors or either Executor, and the personal estate was insufficient to pay the debts of the estate, a bill was filed in this court on or about the thirteenth day of March, 1933, (Docket 73-A, folio 161), by the said G. Milton Linthicum, individually and as Executor and Trustee under said will, and by Lillian H. Linthicum, his wife, against Helen A. Linthicum, widow, and all the legatees and devisees named in said will including your Oratrix, the said G. Milton Linthicum suing individually as a creditor of the said deceased in the amount of Six hundred fifteen ($615.00) alleged to be due him, and on behalf of all other creditors who might come in and contribute to the costs of the suit, and also as Executor and Trustee under said will. For greater certainty in reference to the allegations regarding the said bill of complaint and other proceedings in said cause reference is hereby made to the same as parts of the records of this Honorable Court. In Accordance with the allegations and prayers of said bill this Court assumed jurisdiction over the administration of the personal estate of said J. Charles Linthicum and appointed G. Milton Linthicum and Howard C. Wilcox, Receivers to hold and manage the real estate and collect the income therefrom, and also appointed the said Linthicum and Wilcox Trustees to make sale of so much of the realty as might be required to pay the debts and expenses of administration so far as the personalty was insufficient for that purpose. After the death of the said G. Milton Linthicum this Court also appointed Howard C. Wilcox and Sweetser Linthicum, son of W.Hampton Linthicum, and nephew of the decedent, as Trustees to hold and manage the personal estate not fully administered by the said Executor. And the said Helen A. Linthicum, widow of the testator, renounced the provisions of said will in her favor and claimed her dower in said real estate which has been in said cause set off and assigned to her as by reference to said proceedings will more fully appear. And under the orders or decrees passed in said cause a considerable amount of said real estate has been sold and the proceeds applied to the payment of debts and expenses as aforesaid, and a considerable balance remains unsold and in the possession of Howard C. Wilcox, the surviving Receiver, subject to his power as surviving Trustee to make sale thereof for the purpose of paying such debts and expenses, which unsold portion includes real estate in possession and also the estate in expectancy subject to the dower estate of the testator's widow; and such part of the personalty or the proceeds thereof as remains unaccounted for or undistributed, if any, remains in the hands of the said Howard C. Wilcox and Sweetser Linthicum, Trustees appointed by this Court as aforesaid.

7. That while the entire estate so held and administered has not been fully wound up and accounted for, your Oratrix alleges on information and belief that there is substantially enough cash in the hands of the said Receiver and Trustees to pay all the remaining unpaid indebtedness of the testator, but such cash is wholly insufficient to pay the pecuniary legacies. Your Oratrix is however, advised and therefore avers that under said bill of G. Milton Linthicum etc. vs. Helen A. Linthicum, et al., this Court is without jurisdiction to decree the sale of any part of the real estate for the purpose of paying the said legacies, and that only the legatees themselves are entitled to maintain a bill for such purpose.

8. Your Oratrix therefore avers that she is entitled to a decree for the sale of said real estate or so much thereof as may be necessary to pay the legacy to which she is entitled, together with interest thereon from the time since interest has by law accrued thereon, and

for the appointment of a trustee to make such sale.

9. That by reference to clause 1X"E" of the will aforesaid it appears that the testator left all the residue of his property after the payment of legacies and expenses, and after certain specific devises, to be divided into five equal parts, of which his brother Seth H. Linthicum was to receive two parts absolutely; his brother G. Milton Linthicum one part absolutely; and the other two parts were left in trust to the Mercantile Trust Company of Baltimore to invest the same and pay from the principal and income the sum of Seventy-five dollars ($75.00) per month unto each of his two brothers, Sweetser and W.Hampton Linthicum, and from and immediately after their respective deaths any balance remaining to them respectively to be equally divided among their children and the child or children of any deceased child or children per stirpes and not per capita.

10. That G. Milton Linthicum, one of the residuary devisees of said real estate departed this life on or about the 18th day of July, 1935, leaving a will which was duly admitted to prbate by the Orphans' Court of Baltimore City and remains of record in the office of the Register of Wills of said City in Wills Liber J.H.B. No. 183, folio 171 etc., whereby after the bequest of household furniture to his wife he devised all the rest and residue of his estate to J. Charles Linthicum (who had predeceased him) and the Colonial Trust Company as trustees, and also named said trustees as his executors. The said Colonial Trust Company has duly qualified as such and by its administration account duly passed by said Orphans' Court has distributed to itself as trustee the surplus personal estate of its said decedent, and now holds the same together with its testator's share of the undivided real estate of said J.Charles Linthicum as such trustee; a duly cedtified copy of which will is filed herewith marked "Complainant's Exhibit B" and prayed to be considered as a part of this bill.

11. That the Mercantile Trust Company of Baltimore has refused to accept the said devise and bequest in trust under said will of J. Charles Linthicum and no other trustee has been appointed in its place; and since the death of said testator the said Sweetser Linthicum, his brother, has departed this life intestate leaving two daughters surviving him, namely, Sarah Louise Linthicum,unmarried, who resides at Linthicum Heights, Anne Arundel County, Maryland, and Eleanor Linthicum Woodruff, who resides in the City of Washington, in the District of Columbia, who was formerly the wife of Lynn Woodruff, from whom she is divorced, and the said Sweetser Linthicum has also an infant son named Sweetser Linthecum, 3rd, who resides with his mother, Mrs. Edith K. Linthicum, at Towson, in Baltimore County; and the said W. Hampton Linthicum is now living with M.Delmah Linthicum, his wife, at Linthicum Heights, Anne Arundel County, Maryland, and has three children now living, all of full age, to wit: Sweetser Linthicum and Marydel Linthicum, both unmarried, who reside at Linthicum Heights aforesaid, and Matilda Vickery, wife of Luster A. Vickery, an officer in the United States Army now stationed at Fort Hoyle, Maryland, who has an infant son, Luster A.Vickery, Jr., residing with her; and Seth H. Linthicum, the other residuary devisee is a member of the bar of this Court having an office and place of business in Baltimore City at 20 East Lexington Street, and with his wife, Mary P. Linthicum, resides at Linthicum Heights, in Anne Arundel County aforesaid.

12. That as heretofore stated any undistributed balance of the testator's personal estate remains in the hands of Howard C.Wilcox and Sweetser Linthicum, Trustees, and any balance of the proceeds of real estate sold in the cause hereinbefore mentioned remains in the hands of the said Howard C. Wilcox, surviving Trustee, who also holds as Receiver whatever balance there

may be of income from said real estate, and by leave of this Court first had and obtained, the said Howard C.Wilcox, Receiver and Trustee as aforesaid, and Sweetser Linthicum, Trustee as aforesaid, are also made parties defendant to this bill.

TO THE END THEREFORE:

1. That this Court may decree that the real estate of J. Charles Linthicum, deceased, not heretofore sold or disposed of, or so much thereof as may be necessary to pay the money due to your Oratrix and to such other pecuniary legatees as may join herein and contribute to the cost of this proceeding, be sold; and that a trustee be appointed to make sale thereof and to pay over to your Oratrix the amount of her legacy aforesaid with interest thereon accounting from the fifth day of October, 1933, and to pay over to any other intervening parties to this cause such sums as may be due to them respectively.

2. And that your Oratrix may have such other and further relief as her case may require.

And may it please your Honor to grant unto your Oratrix the State's write of subpoena directed to Seth H. Linthicum, 20 East Lexington Street, Baltimore, Maryland; Mary P. Linthicum residing at Linthicum Heights, Anne Arundel County; Colonial Trust Company, Trustee under the will of G. Milton Linthicum, Baltimore, Maryland; Sarah Louise Linthicum, residing at Linthicum Heights, Anne Arundel County; Sweetser Linthicum, 3rd, an infant, residing at Towson, Baltimore County; W.Hampton Linthicum, M. Delmah Linthicum, his wife, Sweetser Linthicum, his son, individually and as trustee, Marydel Linthicum, his daughter, all residing at Linthicum Heights, Anne Arundel County, Maryland; Matilda Vickery and Luster A.Vickery, her husband, Luster A. Vickery, Jr., their child, all residing at Fort Hoyle, within the limits of Harford County and subject to process from Courts of the State of Maryland, and Howard C. Wilcox, Trustee and Receiver as aforesaid, having his office at Calvert and Redwood Streets in Baltimore City, commanding them and each of them to be and appear in this Honorable Court on some day certain to be named in the writ to answer the premises and abide by and perform such orders and decrees as may be passed herein.

And may it please Your Honor to grant unto your Oratrix an order of publication notifying Eleanor Linthicum Woodruff, non-resident of this State, of the nature and substance of this bill, warning her to be and appear in this Court in person or by solicitor on some day certain to be named therein, to show cause if any she has, why the relief prayed for herein should not be granted.

AND AS IN DUTY BOUND, etc.

Thos. F. Cadwalader
Solicitor for Complainant.

Maoma A. Burkhart
Complainant.

Petition--Filed 17" June 1938

To the Honorable Judges of Said Court:

Guy B. Brown, substituted Trustee under the Decree of the Circuit Court for Anne Arundel County "In the Matter of the Trust Estate of W. Hampton Linthicum", respectfully shows unto your Honor.

1. That by Decree of the Circuit Court for Anne Arundel County passed on the 24th day of September, 1937, he was appointed Trustee in the place and stead of The Mercantile Trust Company of Baltimore for the share of the Estate of J. Charles Linthicum, left in trust for W. Hampton Linthicum for life with remainder to his children as set forth in the Last Will

and Testament of J. Charles Linthicum filed with the Bill of Complaint.

2. That he desires to be made a party to this proceeding and to be allowed to answer the said Bill of Complaint herein filed.

Wherefore, Your Petitioner prays this Honorable Court to grant him leave to be made a party defendant to this proceeding, and allow him to file and Answer to the Bill of Complaint herein filed.

Marcus A. Gregor
Solicitor

Guy B. Brown
Substituted Trustee.

State of Maryland, Baltimore City, to-wit:

I Hereby Certify, That on this 17th day of June, Nineteen hundred and thirty- eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Guy B. Brown, substituted Trustee, and made oath in due form of law that the matters and facts as stated in the foregoing Petition are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Seal) Julius A. Romano
(Place) Notary Public

Upon the foregoing Petition and Affidavit, it is, by the Circuit Court of Baltimore City, this 17th day of June, Nineteen Hundred and Thirty-eight, Ordered that Guy B. Brown, substituted Trustee for the share of W. Hampton Linthicum for life with remainder over, as set forth in the Last Will and Testament of J. Charles Linthicum, be and he is hereby made a party defendant to this proceeding and allowed to file an Answer to the Bill of Complaint herein exhibited.

Sam'l K. Dennis
Judge.

Petition--Filed 9" August 1938

To the Honorable, The Judge of Said Court:

The petition of Colonial Trust Company, Executor under the Last Will and Testament, of G. Milton Linthicum, Deceased, one of the Defendants herein, in its capacity as Trustee under the Last Will and Testament of G. Milton Linthicum, respectfully represents unto your Honor:-

1. That your Petitioner is made a party Defendant herein only in its capacity as Trustee under the Last Will and Testament of G. Milton Linthicum, deceased. Your Petitioner is also Executor under the Last Will and Testament of G. Milton Linthicum, Deceased, but is not made a party herein in its capacity as Executor.

2. As suggested in the answer to the bill of complaint filed herein by your Petitioner, as Trustee as aforesaid, there is a serious question as to whether or not the interest of the said G. Milton Linthicum, in the Estate of J. Charles Linthicum passed directly to your Petitioner as Trustee, or passed to your Petitioner as Executor, or whether part thereof passed to your Petitioner as Executor and part thereof passed to your Petitioner as Trustee. This question arises because at the time of the death of J. Charles Linthicum the entire residue of his estate, of which your Petitioner's decedent was entitled to one-fifth, was real estate, and at the time of the death of the said G. Milton Linthicum a part of the same had been converted into personal property, and since the death of thesaid G Milton Linthicum certain additional parts of the same have been converted into personal property, so that at the present time almost all of the said residue of the Estate of J. Charles Linthicum is personal property.

3. Because of the doubt as to whether your Petitioner is entitled in its capacity as Trustee or in its capacity as Executor, your Petitioner is advised that it is desirable that it be made a party Defendant to this proceeding in both capacities.

Wherefore Your Petitioner Prays that this Honorable Court may by its order direct that your Petitioner be made a party Defendant in this proceeding in its capacity as Executor under the Last Will and Testament of G.Milton Linthicum, Deceased, as well as in its capacity as Trustee under said will, and authorize your Petitioner as such Executor to adopt as its answer the answer hereinbefore filed by it as Trustee.

Ane as in Duty Bound Etc.

Colonial Trust Company, Executor
under the Last Will and Testament
of G. Milton Linthicum, Deceased.
By - Harvey L. Hall
Vice-President and Trust Officer.

H. Vernon Eney
Solicitor for Petitioner.

State of Maryland, City of Baltimore, to-wit:

I Hereby Certify that on this 8th day of August, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Harvey L. Hall, Vice-President and Trust Officer of Colonial Trust Company, Executor under the Last Will and Testament of G. Milton Linthicum, Deceased, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein set forth to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

(Seal)
(Place)

William B. Alexander
Notary Public.

ORDER

Upon the aforegoing petition and affidavit, it is this 9th day of August, 1938, by the Circuit Court of Baltimore City,

Ordered that Colonial Trust Company, Executor under the Last Will and Testament of G. Milton Linthicum, be and it is hereby made a party Defendant in this proceeding in its capacity as such Executor, in addition to being a party Defendant in its capacity as Trustee under the Last Will and Testament of G. Milton Linthicum, Deceased.

And it is Further Ordered that Colonial Trust Company, Executor as aforesaid, be and it is hereby authorized to adopt as its answer herein the answer filed by it herein on July 17, 1938, in its capacity as Trustee under the Last Will and Testament of G. Milton Linthicum, Deceased.

Sam'l K. Dennis

Order of Court--Filed 29" August 1938

UPON the Petitions hereinbefore filed in this cause by Alexander Woods, Helen De Coursey, Cecile M. Jordy, Trustee for John Charles Linthicum 111, and H. Lucile Trussell, claiming legacies under the will of J. Charles Linthicum, deceased, and praying to be made parties complainant in this cause,

It is, on this 29th day of August, 1938, by the Circuit Court of Baltimore City, Ordered that the said Petitioners be and each of them is hereby made a party complainant in this cause.

Sam'l K. Dennis

Petition--Filed 29" August 1938

Petition of The Linthicum Heights Methodist Protestant Church, Incorporated

To the Honorable, the Judge of said Court:

Your Petitioner "The Linthicum Heights Methodist Protestant Church, Incorporated, a religious corporation, duly incorporated under the Laws of the State of Maryland, respectfully shows:

1. That by item 9A of the Will of J. Charles Linthicum, a Copy of which is filed in this cause, your Petitioner was given a legacy of ten thousand dollars ($10,000.00) no part of which has been paid.

2. That your Petitioner makes claim for the payment of said legacy with interest from one year after the date of the death of the said testator.

3. That your Petitioner asks to be joined as a party co-complainant in this cause on the terms set out in the Bill of Complaint.

And as in duty bound, etc.

F. Murray Benson
Solicitor for Petitioner

The Linthicum Heights Methodist
Protestant Church, Incorporated
Albert B. Parlett
Vice-Chairman----Petitioner

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 27th day of August, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Albert G. Parlett, Vice-Chairman of The Linthicum Heights Methodist Protestant Church, Incorporated, and he made oath in due form of Law that the matters and facts set forth in the aforegoing Petition are true as therein set forth.

Witness my hand and Notarial Seal.

(Seal) Sarah Louise Linthicum
(Place) Notary Public

ORDER

Upon the aforegoing Petition and affidavit, it is this 29th day of August, 1938, ordered by the Circuit Court of Baltimore City that The Linthicum Heights Methodist Protestant Church, Incorporated, and it is hereby joined as a party co-complainant in this cause on the terms of the Bill of Complaint heretofore filed in these proceedings.

Sam'l K. Dennis
Judge.

Petition--Filed 1" September 1938

Petition of Thomas F. Cadwalader, Trustee.

To The Honorable, The Judge of Said Court:

Your Petitioner, Thomas F. Cadwalader, Trustee, appointed by order of this Court passed the thirty-first day of August, 1938, in a cause herein pending entitled Cecile M. Linthicum vs. John C. Linthicum, Jr. (Docket 67 B - folio 524) respectfully shows:

1. That your Petitioner was appointed Trustee as aforesaid with the authority to make claim for a certain legacy left under the will of J. Charles Linthicum, deceased, in trust for John C. Linthicum, Jr. (formerly named Dillon), which legacy is set forth in Item 1X"D" of the said will, a copy of which is already on file as an exhibit and also offered as evidence in this cause.

2. That in pursuance of the authority conferred upon your Petitioner by said Order of Court in the said cause of Cecile M. Linthicum vs. John C. Linthicum, Jr. your Petitioner as Trustee now shows that he is entitled to receive the payment of said legacy of One thousand dollars with interest thereon accounting from one year after the death of the said testator who departed this life on the fifth day of October, 1932.

3. That your Petitioner as such Trustee was likewise authorized by the said Order of Court to file a petition of intervention in this cause and to become a party complainant therein.

TO THE END THEREFORE:

1. That your Petitioner as Trustee, as aforesaid, for John C. Linthicum, Jr. (formerly Dillon) be made a party to this cause as a co-complainant joining in the allegations of the original Bill of Complaint and in the prayers for relief, specifically in the prayer for the appointment of a trustee or trustees to make sale of sufficient real estate of the decedent to pay the legacy due to your Petitioner as Trustee as aforesaid, with interest thereon.

2. And that your Petitioner as such Trustee, may have such other further relief as this case may require.

And as in duty bound, etc.

Thos. F. Cadwalader
Trustee for John C. Linthicum, Jr.
Under order of Court in Linthicum
vs. Linthicum.

State of Maryland: City of Baltimore: To Wit:

Before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, on this 31st day of August 1938, personally appeared Thomas F. Cadwalader, the Trustee and Petitioner named in the aforegoing petition and made oath in due form of law that the matters therein stated are true.

Witness my hand and Notarial Seal.

(Seal) Mary Celeste Barlow
(Place) Notary Public

Order of Court

Upon the aforegoing Petition and Affidavit it is on this 1st day of September, 1938, by the Circuit Court of Baltimore City, Ordered that Thomas F. Cadwalader, Trustee for John C. Linthicum, Jr., appointed in the case of Cecile M. Linthicum vs. John C. Linthicum, Jr., be and he is hereby made a party complainant in this cause.

Robert F. Stanton
Judge.

Petition--Filed 6th September 1938

Petition of Roberta A. Barnes

To The Honorable, The Judge of Said Court:

Your Petitioner, Roberta A. Barnes, also known as Roberta Myers Barnes, respectfully shows:

1. That by the Sixth Item of the Will of the late J. Charles Linthicum, deceased, a copy of which is filed as an exhibit with the Bill of Complaint in this cause, and is also in evidence, a cash legacy of Three thousand dollars ($3,000) was given to your Petitioner, no part of which legacy has been paid to or received by her and no interest on the same has been so paid or received.

2. That your Petitioner is advised and therefore avers that she is entitled to the same relief in the premises as the complainant in the original bill filed in this cause and the other intervening petitioners who have become parties co-complainant, and that in particular she is entitled to a decree for the appointment of trustees to sell so much of the said decedent as may be necessary in order to produce a fund for the payment of her legacy in common with the other pecuniary legacies left by the said testator, together with interest thereon from the time when interest by law accrued on said legacy.

Your Petitioner therefore prays:

1. That she may be made a party complainant in this cause adopting the allegations in the Bill of Complaint and praying for the relief therein prayed for.

2. And that she may have such other and further relief as her case may require.

Ane as in duty bound etc.

Thos. F. Cadwalader
Solicitor for Petitioner.

Roberta A. Barnes
Roberta Myers Barnes
Petitioner.

State of Maryland, City of Baltimore, SS:

Before Me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, on this 6th day of September, 1938, personally appeared Roberta A. Barnes, also known as Roberta Myers Barnes, the Petitioner named in the aforegoing Petition, and made oath in due form of law that the matters and facts set forth in the above Petition are true as therein set forth to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

(Seal)
(Place)

Mary Celeste Barlow
Notary Public

Order of Court

Upon the aforegoing Petition and Affidavit, it is on this 6th day of September, 1938, by the Circuit Court of Baltimore City, Ordered that the above named Petitioner, Roberta A.Barnes also known as Roberta Myers Barnes, be and she is hereby made a party complainant in this cause.

Eli Frank
Judge.

Decree--Filed 8" September 1938

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

It is Thereupon, on this 8th day of September, 1938, by the Circuit Court of Baltimore City, ADJUDGED, ORDERED AND DECREED that there is now due from Howard C. Wilcox and Sweetser Linthicum, Trustees of the personal estate of J. Charles Linthicum, deceased, unto the complainant Maoma A. Burkhart and unto the co-complainants who have become such by their petitions of intervention and orders of court passed thereon, all of said parties being legatees named in the will of said J. Charles Linthicum, thefollowing sums respectively, to wit:

Maoma A. Burkhart	$10,000.
H. Lucile Trussell	500.
Roberta A. Barnes, otherwise known as Roberta Myers Barnes	3,000.
Harriet Brown	500.
Helen DeCoursey	400.

Brought forward	$14,400.
Alexander Woods	400.
The Linthicum Heights Methodist Protestant Church, Inc.	10,000.
Ellen C Meneratti, assignee of Mary West	1,000.
Cecile M. Jordy, substituted trustee for John Charles Linthicum 111	1,000.
Thomas F. Cadwalader, substituted trustee for John C. Linthicum (formerly Dillon)	1,000.

And it is further ADJUDGED, ORDERED AND DECREED that said parties complainant are and each of them is likewise entitled to interest at the legal rate on said respective sums accounting from the fifth day of October, 1933.

And it is further ADJUDGED, ORDERED AND DECREED that the personal estate of said J. Charles Linthicum, deceased, was not at the time of his death and now is not sufficient to pay all of said legacies and the interest thereon after the payment in full of the creditors of said estate.

And it is further ADJUDGED, ORDERED AND DECREED, that the real estate of J. Charles Linthicum, deceased, in the proceedings mentioned, or so much thereof as may be necessary for the payment of said legacies with interest aforesaid be sold; and that Howard C.Wilcox and H. Vernon Eney be and they are hereby appointed trustees to make said sale or sales, and that the course and manner of their proceedings shall be as follows:

Each of them shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself and a corporate surety or sureties to be approved by this Court or the Clerk thereof, in the penalty of Twenty-five thousand dollars----($25,000.00) conditioned for the faithful performance of the trust in them reposed by this Decree, or to be reposed in them by any future Decree or Order of this Court in the premises; they shall then proceed to make said sale or sales by giving at least three weeks notice by advertisement inserted in such newspaper or newspapers published in the City or County where said lands are situate, as they shall think proper, of the time, place, manner and terms of sale, which shall be all cash upon ratification of the sale by the Circuit Court of Baltimore City; and as soon as may be convenient after any such sale or sales the Trustees shall return to this Court a full and particular account of their proceedings relative to such sale or sales, with affidavit annexed of the truth thereof and of the fairness of such sale; and said Trustees are authorized to report to the Court for its action thereon any offer at private sale which may be made to them for said properties, or any one or more of them, and on abtaining 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 law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property or estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto complainants and defendants, and those claiming by, for or under them or either of them, and the said Trustees shall bring into this Court the money arising from such sale or sales, to be distributed under the direction of this Court after deducting the costs of this suit and such commissions to 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 .

And it is further ADJUDGED, ORDERED AND DECREED, that in addition to the lands of which the fee simple title remains in the name of said decedent the said Trustees shall have the same powers and duties relative to the sale of lands of which the Trustees appointed by this Court in a cause herein pending entitled G. Milton Linthicum et al. vs.Helen A. Linthicum et al. (Docket 73 A, folio 161) have heretofore by authority of this Court made leases for ninety-nine years perpetually renewable, and have taken and hold assignments of the leasehold estates therein subject to the payment of the annual rents thereby created.

Eli Frank

This is a proper decree to be passed in this case.

Ward B.Coe

Auditor and Master

Trustees' Report of Sale--Filed 11" October 1938

To The Honorable, The Judge of Said Court:

The report of Howard C. Wilcox and H. Vernon Eney, Trustees, appointed by decree in the above entitled cause to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of their trust as described by said decree, which was duly approved, and having received an offer made to them for the purchase at private sale of one of the properties mentioned in these proceedings and in said decree, which under the terms thereof the said Trustees are authorized to report to the Court for its action, the said Trustees do hereby report that they have made an agreement dated the seventh day of October, 1938, to sell to James C. Morton, Jr., the property situated in Anne Arundel County known as Dr. Asa S. Linthicum's home and farm consisting of thirty-nine acres more or less, situated on the Jessups and Camp Meade Road, at and for the price of Four thousand five hindred and sixty dollars ($4,560.00), of which One hundred dollars ($100) have been paid upon the signing of the agreement of sale, and the balance to be paid in cash within thirty days from the date of said sale, subject to the ratification of this Court, and subject also to a commission of Four hundred fifty dollars ($450.00) for making sale of said farm to the Land Homes Corporation; and to title fee; and the said Trustees file herewith the aforesaid Agreement of Sale.

Howard C. Wilcox

H. Vernon Eney

Trustees

State of Maryland, City of Baltimore, SS:

On this 11th day of October, 1938, before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared H. Vernon Eney, one of the above named Trustees and made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

Witness my hand and Notarial Seal.

(Seal) Mildred R. De Rusha

(Place) Notary Public

AGREEMENT

THIS AGREEMENT, Made this 7th day of October, in the year one thousand nine hundred and thirty-eight, between Howard C. Wilcox and H. Vernon Eney, Trustees, appointed by the Circuit Court of Baltimore City, in the case of Maoma A. Burkhart, vs. Seth H. Linthicum, et al, parties of the first part and James C. Morton, Jr. party of the second part.

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in Anne Arundel County and known as Dr. Asa S. Linthicum's home and farm in Jessups, Maryland, consisting of 39 acres more or less, situated on the Jessups, Camp Meade Road.

At and For the Price of Four thousand five hundred and sixty ($4560.00) Dollars of which One Hundred ($100.00) Dollars have been paid prior to the signing hereof and the balance to be paid as follows: cash within 30 days from the date hereof subject to the ratification of the Circuit Court.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee, to be guaranteed by the Maryland Title Guarantee Co. at the Vendor's expense.

It Is Understood And Agreed that the Land Homes Corporation, shall be paid a commission of $450.00 for making sale of said farm.

Taxes and all other expenses to be paid or allowed for by the Vendor to date of transfer.

Witness our hands and seals.

Howard C. Wilcox (Seal)
Trustee
H. Vernon Eney (Seal)
Trustee
James C. Morton, Jr. (Seal)

Order Nisi

Ordered, by the Circuit Court of Baltimore City this 11th day of October, 1938, that the private Sale of the property mentioned in these proceedings, made and reported by Howard C. Wilcox and H. Vernon Eney, Trustees be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 12th day of November, 1938, 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 5th day of November, 1938.

The Report states the amount of sale to be $4,560.00

Sam'l K. Dennis.

Certificate of Publication Baltimore, Oct 26th, 1938

We hereby certify that the annexed advertisement of Order Nisi Circuit Court of Baltimore City, Case of Maoma A. Burkhart, etal vs Seth H. Linthicum, etal was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of Three successive weeks before the 5th day of Nov. 1938

First insertion Oct.12th. 1938.

THE DAILY RECORD
Per A. Distelzel

Agreement--Filed 14" December 1938.

Howard C. Wilcox and H. Vernon Eney, Trustees:

On October 7, 1938, you entered into a contract to sell to James C. Morton, Jr., certain farm property known as Dr. Asa S. Linthicum's home and farm near Jessups, Maryland. The contract stated that the Land Homes Corporation was to be paid a commission of $450.00 for negotiating the sale. The sale has been reported to the Circuit Court for Baltimore City but has not been ratified.

This to confirm the understanding between you and Mr. Seth H. Linthicum of November 17, 1938, that the total commission to be paid to the Land Homes Corporation would be $225.00 instead of $450.00.

The Land Homes Corporation hereby waive and relinquish its claim to any commission on said sale, other than the sum of $225.00 to be paid at the time of the consummation of said sale, and the payment of the purchase price to the Trustees.

Test: Very truly yours,

Seth H. Linthicum (Corporate) Land Homes Corporation,

(Seal) By - Gertrude Little Triplett

Vice-President

Ordered By The Court, This 14th day of December, 1938, that the sale made and reported by the Trustee, on October 11, 1938 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Sam'l K. Dennis

State of Maryland, City of Baltimore, ss:

I, Charles R. Whiteford, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above are true copies of the original Bill of Complaint, Petition and Order Petition and Order, Order of Court, Petition and Order, Petition, and Order, Petition and Order, Decree, Trustees' Report of Sale and Orders, Order Nisi, Agreement, Certificate of Publication, Final Order. now on file in this office in the cause therein entitled as above

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court, this 5th day of January A.D.1939

(Circuit Court) Chas. R. Whiteford

(Seal) Clerk.

For further proceedings see liber J.H.T. No. 48 folio 283 to 290 inclusive

In The Matter of the Sale of the	:	No. 7349 Equity.
Mortgaged Real Estate of Harry O.	:	In The Circuit Court for
Fogle, and Carrie E. Fogle, his wife.	:	Anne Arundel County.
	:	

Mr. Clerk:

Please docket the within foreclosure, and file the within original mortgage.

J. Oliver Clark, Assignee.

Mortgage-- Filed March 8" 1937.

This Mortgage, made this 15th day of January, in the year Nineteen Hundred and Thirty - four, by and between Harry O. Fogle and Carrie E. Fogle, his wife, of Anne Arundel County, in the State of Maryland,of the first part, Mortgagors, and the Home Owners' Loan Corporation, of the second part, Mortgagee.

Whereas, the said Mortgagors are justly indebted unto the said Mortgagee in the full sum of five thousand six hundred thirty-two and 41/100 Dollars, money this day loaned, in consideration whereof and for value received the said Mortgagors have made and passed unto the said Mortgagee their joint and several promissory note of even date herewith for said sum of five thousand six hundred thirty-two and 41/100 Dollars, with interest to accrue thereon at the rate of 5 per centum per annum, which said sum with interest the said Mortgagors hereby covenant to pay to the said Mortgagee at its office in Washington, D.C., or to its successors and assigns, in monthly instalments of $44.54 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the said mortgagors to prepay said mortgage indebtedness or any part thereof, whereupon interest will be charged only on the unpaid balance, and with further privilege to the said mortgagors to pay the sum of $23.46 monthly from the daye hereof until June, 1936, representing the interest only upon said debt, at the option of said mortgagors, provided all other conditions and covenants in said note and herein on the part of the said mortgagors contained shall have been promptly met, and thereafter the monthly payments shall be $52.09 per month, to be applied, first, to interest on the unpaid balance and the remainder to the principal until said debt is paid in full; and

Ex

Whereas, it is further agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agrees to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

Whereas, said mortgagors are desirous of securing the prompt payment of said mortgage indebtedness, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

Now Therefore This Mortgage Witnesseth, that for and in consideration of the premises and of the sum of One Dollar and other valuable considerations the said mortgagors do hereby grant and convey unto the said mortgagee, its successors and assigns, all that lot of ground situate

in Anne Arundel County, State of Maryland, and described as follows, that is to say:

Beginning for the same at the beginning point of the whole tract of land which was conveyed to Elzey L. Wade and wife by deed dated July 27, 1903, and recorded among the Land Records of Anne Arundel County in Liber G.W.No. 33, folio 113 from Sarah Dorsey and running thence along the first line thereof with a correction for variation North 78½ degrees West 25½ perches more or less to the end of the first line of a parcel of ground which be deed dated October 26, 1909, and recorded in G.W.Liber No. 74, folio 48 was conveyed by William Wade to Elzey L. Wade thence binding on the second line thereof North 30 degrees West 45 3/4 perches to a post in the outline of the whole ground belonging to the Mimber Corporation then on the outlines thereof North 37 degrees East 52.7 perches to a chestnut tree North 9 degrees West 9.1 perches to a stone planted for the end of the first line of a parcel of groung which be deed dated January 18, 1907, and recorded amongsaid Land Records in Liber G.W.No 51, folio 353 was conveyed by E.L.Wade and wife to F.T.Citler thence on the second line thereof South 75½ degrees East 10 34 feet to a stone in the Fifth line of said parcel of ground conveyed by Waters to Johnson thence binding on the fifth and sixth lines thereof as now running South 5 degrees West 104 perches to a large stone to a line on the County Road thence North 88½ degrees West binding on said County Road 20 perchesand thence North 31½ degrees West 25.1 perches to the place of beginning. Containing about 44.3 acres of land more or less and fully described in a deed dated March 21, 1912 and recorded among the said Land Records in Liber G.W. No. 94, folio 7 from Elzey W.Wade and wife to Rosario Di Georgia less about 3½ acres of land recently sold to J.D.Groh which said 3½ acre tract is more particularly described as follows: Beginning for the same at the County Road at the line of the County School House running thence Northerly 450 feet to a point thence Southwesterly 555 feet to a point thence Southeasterly 285 feet to the County Road at a point 353 feet from the line of a county School House thence Easterly along the County Road to the lot of the school house property.

Being the same lot of ground which was conveyed to thesaid Harry O. Fogle and Carrie E. Fogle, his wife be deed dated September 26, 1932, and recorded among the said Land Records in Liber F.S.R. No. 103, folio 381 from The Mimber Corporation.

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

To Have and to Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the Home Owners' Loan Corporation, its successors and assigns, in fee simple.

And it is further agreed by the parties hereto that wherever there is a reference in the covenants, powers and agreements herein contained, to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of the law) of the same.

Provided that if the said Mortgagors shall pay or cause to be paid the aforesaid mortgage debt and all interest thereon accrued, when and as the same may be due and payable, and shallperform all the covenants herein on their part to be performed, then this mortgage shall be vokd.

And it is agreed that, until default be made in the premises, but not thereafter, the mortgagors shall possess the aforesaid property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or

to be levied or assessed on said hereby mortgaged property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest, the said mortgagors do hereby covenant to pay when legally demandable, and the said mortgagors do further covenant and agree that they shall, whenever called upon by the mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on the property herein described, to the said mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Home Owners' Loan Corporation may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

And said mortgagors further covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Home Owners' Loan Corporation, because of the failure on the part of the said mortgagors to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per cent per annum.

And the said mortgagors further covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other casualty, under a mortgage clause in the form approved by said Corporation, with insurers and to an amount approved by the Corporation as a further security for said mortgage debt and assign and deliver to the said Corporation, as issued, with all premiums thereon paid in full, all insurance policies upon said property.

In the event any sum of money becomes payable under such policy or policies, the Corporation shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the obligors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder, and each and every such payment shall bear interest from date at the rate of six per centum per annum.

And the said mortgagors further covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note and in this mortgage set forth.

The Mortgagors herein hereby assign to Home Owners' Loan Corporation any and all rents on the premises herein described and authorize said Corporation, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors as described herein, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

And it is agreed that as soon as the mortgagors cease to own said property or to have any interest therein, either by voluntary or involuntary alienation or in any other manner, except by the death of said mortgagors or either of them, or said property shall be diverted to uses other than a dwelling house, then the unpaid balance of said mortgage debt, together with the interest and any charges thereon shall become due and demandable, and in default of the payment thereof on demand, this mortgage may at the option of the mortgagee be foreclosed and the

property sold under the assent to a decree or power of sale herein contained. And it is further agreed that nothing shall be construed as a waiver of this condition except a writing under the seal and signed by the proper official of said mortgagee, and that the assent to one change of ownership or use shall not allow a subsequent change without like assent, and that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortagagors deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagors without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Corporation and no extension of the time for the payment of the debt hereby secured given by the Corporation shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

The said mortgagors bind themselves not to erect or permit to be erected any new buildings on the premises herein Mortgaged or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any second mortgage or any junior lien of any kind should be instituted, the Corporation may at its option immediately declare its lien and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

And in case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the mortgagee and it shall be lawful for the said Mortgagee or its assigns, or John I. Rowe and Lansdale G. Sasscer, or either of them, 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 charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws or any other General or Local Laws relating to Mortgages) and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives 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 a newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or 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 (25) 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 under this Mortgage, whether the same shall have matured or

not, and the surplus (if there be any) shall be paid to the said Mortgagors, or to whomever may be entitled to the same.

And the said Mortgagors 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, or under the assent to a decree as hereinbefore set forth, 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 of the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and Lansdale G. Sasscer, or either of them, 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 Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

Witness the hands and seals of the Mortgagors.

Test: Harry O.Fogle (Seal)

Laura R. Jickling Carrie E. Fogle (Seal)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 15th day of January, in the year Nineteen Hundred and Thirty-four, before me, a Notary Public of the State of Maryland, in and for Anne Arundel Co. personally appeared Harry O. Fogle & Carrie E. Fogle, 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 Herbert W.Reichelt Agent of said Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

(Notary) Laura R. Jickling

(Seal) Notary Public.

My commission expires the
6th day of May 1935.

For Value Received, the Home Owners' Loan Corporation hereby assigns the within mortgage unto J. Oliver Clark, Esq., for the purpose of collection and foreclosure.

As Witness the seal of said Corporation and the hand of Charles B.Lyddane, duly authorized, its Regional Treasurer, this 26th day of February, 1937.

Witness: (Corporate) Chas. B. Lyddane

Esther Reamer (Seal) Regional Treasurer

Received for Record 8 day of Mar. 1937, at 1-30 o'clock P. M. and same day recorded in Liber F.S.R. No. 128, Fol. 270 Land Records of Anne Arundel County.

Frank A. Munroe

Clerk.

Statement of Mortgage Claim--Filed April 17,1939.

Statement of Mortgage Claim of Home Owners' Loan Corporation under the mortgage (filed in the above entitled case) from the defendants above captioned: Loan #18-15-C-136 4 D-M

Date of Loan	1-15-34
Original Amount of Loan	$5,632.41
Advanced for Insurance 4-25-35	55.03
Advanced for Taxes State & County (1934-5-6-7) 3-29-37	469.65
Advanced for Insurance 10-15-37	25.00
Advanced for Insurance 12-8-37	58.10
Advanced for Taxes - State & County (1938) 6-27-38	98.52
Advanced for Taxes - State & County (1939) 3-31-39	102.66
Total of Original Loan and Advances	6,441.37
Applied to Principal	124.50
Principal Balance Due	6,316.87
Unpaid Interest due as of 11-25-36 to 4-21-39	747.82
TOTAL AMOUNT DUE 4-21-39	$7,064.69

George R. Davis

Deputy for the Regional Accountant

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 13th day of April in the year nineteen hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County,personally appeared George R. Davis Deputy for the Regional Accountant of the Home Owners' Loan Corporation, the plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just 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's) Edward C. Golder

(Seal) Notary Public

Bond Approved & Filed 21st. April, 1939

Know All Men By These Presents:

That we, J. Oliver Clark of Annapolis, Maryland as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand ($1,000.00) Dollars, to be paid to the said State or its certain Attorney to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally firmly by these presents.

Sealed with our seals and dated this 18th day of April in the year of our Lord Nineteen hundred and thirty-nine.

Whereas, the above bounden J. Oliver Clark by virtue of the power contained in a mortgage from Harry O. Fogle and Carrie E. Fogle, his wife to Home Owners' Loan Corporation bearing date the 15th day of January, 1934 and recorded among the mortgage records of Anne Arundel County, Maryland in Liber F.S.R. No. 122 Folio 266 and duly assigned of record to J. Oliver Clark who 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 there-

in contained.

The Condition of the above Obligation is Such, That if the above bounden J. Oliver Clark 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 J. Oliver Clark 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
Margaret E. Branzell
Witness:
By I. Grant

J. Oliver Clark (Seal)
Fidelity and Deposit Company of Maryland
By E. V. Shockley,
Attorney-in-fact.

(Corporate)
(Seal)

Assignee's Report of Sale--Filed April 25" 1939

To the Honorable, The Judges of Said Court:

The Report of Sale of J. Oliver Clark, Assignee of the mortgage filed in these proceedings, respectfully shows:

(1). That under and by virtue of the power of sale contained in a mortgage from Harry O. Fogle and Carrie E. Fogle, his wife, dated the 15th day of January, 1934, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 122 folio 266, the said J. Oliver Clark, as the Assignee of said mortgage, by short assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due 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 also by handbills distributed throughout the vicinity of the property and elsewhere, did on Friday, April 21st, 1939 at 11:00 o'clock A.M., at the Court House door, in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said J. Oliver Clark, Assignee as aforesaid, then and there sold the said property to the Home Owners' Loan Corporation at and for the sum of Fifty-five Hundred Dollars ($5500.00), it being at that figure the highest bidder therefore, the said property being the following:

All that lot of ground situate in the Third Election District of Anne Arundel County, Maryland, more particularly described as follows:

Beginning for the same at the beginning point of the whole tract of land which was conveyed to Elzey L. Wade and wife by deed dated July 27, 1903, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 33, folio 113 from Sarah Dorsey and running thence along the first line thereof with a correction for variation North 78½° West 25½ perches more or less to the end of the first line of a parcel of ground which by deed dated October 26, 1909 and recorded in G.W.No. 74 folio 48 was conveyed by William Wade to Elzey L. Wade, thence binding on the second line thereof North 30° West 45 3/4 perches to a post in the outline of the whole ground belonging to the Mimber Corporation then on the outlines thereof North 37° East 52.7 perches to a chestnut tree North 9° West 9.1 perches to a stone planted for the end of the first line of a parcel of ground which by deed dated January 18, 1907, and recorded among the said Land Records in Liber G.W. No. 51 folio 353 was conveyed by E.L.Wade and wife

to F.T.Citler, thence on the second line thereof South 75½° East 1034 feet to a stone in the Fifth line of said parcel of ground conveyed by Waters to Johnson, thence binding on the fifth and sixth lines thereof as now running South 5 degrees West 104 perches to a large stone to a line on the County Road, thence North 88½° West binding on said County Road 20 perches and thence North 31½° West 25.1 perches to the place of beginning.

Containing about 44.3 acres of land more or less and fully described in a deed dated March 21, 1912 and recorded among the said Land Records in Liber G.W. No. 94 folio 7 from Elzey W. Wade and wife to Rosario Di Georgia, except about 3½ acres of land recently sold to J.D.Groh which said 3½ acres tract is more particularly described as follows: Beginning for the same at the County Road at the line of the County School House running thence Northerly 450 feet to a point thence Southwesterly 555 feet to a point, thence Southeasterly 285 feet to the County Road at a point 353 feet from the line of a County School House, thence Easterly along the County Road to the lot of the school house property.

Being the same lot of ground which was conveyed to the said Harry O. Fogle and Carrie E. Fogle, his wife, by deed dated September 26, 1932 and recorded among the said Land Records in Liber F.S.R. No. 103 folio 381 from The Mimber Corporation.

Improvements consist of a two and one-half story frame detached dwelling, containing eight rooms, one bath, and three outbuildings.

(2). And the said Assignee further reports that he has received from the purchaser the deposit of Three Hundred Dollars ($300.00) required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the said being as follows:

Terms of Sale: A deposit of $300.00 will be required of the purchaser at the time of the sale, and the balance of the purchase money with interest thereon at the rate of 6% per annum to be paid in cash upon final ratification of sale. Taxes and insurance to be adjusted as of date of this sale.

Respectfully submitted,

J.Oliver Clark

Assignee

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 25th day of April, 1939, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Oliver Clark, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

Witness my hand and Notarial Seal.

(Notary's) Ruby W. Chaney

(Seal) Notary Public

Certificate of Publication

Annapolis, Md., May 27, 1939

We hereby certify, that the annexed Order Nisi "Sale"--Harry O. Fogle was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland once a week for 3 successive weeks before the 27th day of May, 1939. The first insertion being made the 27th day of April, 1939.

The Capital Gazette Press, Inc.

By Lillie L. French.

(ORDER NISI)

Ordered, this 25th day of April, 1939, that the sale of the real estate mentioned in these proceedings, made and reported by J. Oliver Clark, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 27th. day of May, 1939; Provided, a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 27th day of May, 1939.

The report states the amount of sales to be Fifty-five Hundred Dollars ($5500.00).

John H. Hopkins, 3rd. Clerk.

Certificate of Publication written on page 92.

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 31st day of May, 1939, that the sale made and reported by J. Oliver Clark, Assignee, 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 it is hereby further Ordered that the said Assignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin

Judge.

Auditor's Report and Account--Filed June 19" 1939.

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.

Laura R.Jickling

Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Harry O. Fogle and Wife in' ac. with J. Oliver Clark, Assignee.

To Assignee for fee, in lieu of commissions	$ 25.00	$ 25.00
Assignee for Court costs, viz:		
Clerk of Court - costs	12.00	
Auditor	9.00	21.00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	39.00	
Capital-Gazette Press - handbills	4.75	
Capital-Gazette Press - Order nisi on report of sale	5.00	
Capital-Gazette Press - Order nisi on auditor's acct.	5.00	
Fidelity & Deposit Co. - bond premium	10.00	
George W. Scible - Auctioneer	10.00	
Ruby W. Chaney - Notary fees	.50	
One-half Federal revenue stamps	2.75	
One-half State revenue stamps	2.75	79.75
To Assignee for Taxes, viz:		
1939 State and County taxes ($102.66 adj)		31.19

account carried forward

Amount brought forward		$156.94
To Home Owners Loan Corporation, mortgagee		
on account of mortgage claim		$5,343.06
		$5,500.00
Amount of mortgage claim filed	$7,064.69	
Cr. Amount allowed as above	5,343.06	
Balance subject to decree in personam	$1,721.63	
Cr. Apr. 21 1939		
Proceeds of Sale		$5,500.00

(ORDER NISI)

Ordered, This 19th day of June, 1939, 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 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 20th day of July next.

John H. Hopkins, 3rd.
Clerk.

Certificate of Publication

Annapolis, Md., July 10, 1939

We hereby certify, that the annexed Order Nisi Auditors' Account--Harry O. Fogle and wife No 7349 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of July, 1939. The first insertion being made the 22nd day of June,1939.

The Capital-Gazette Press,Inc.
By Alfaretta Friend.

(ORDER)

Ordered By The Court, this 25 day of July, 1939, 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 Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin
Judge.

In the Matter of the Sale of the Mortgaged Real Estate of Frederick Scharnagle and Kate Scharnagle, his wife.	:	No. 7752 Equity In The Circuit Court For Anne Arundel County.

Mr. Clerk:

Please docket the within foreclosure and file the within original mortgage.

J. Oliver Clark, Assignee.

Mortgage--Filed January 31st. 1939.

This Mortgage, made this 6th day of February, in the year Nineteen Hundred and Thirty - four, by and between Frederick Scharnagle and Kate Scharnagle, his wife, of Anne Arundel County, in the State of Maryland, of the first part, Mortgagors, and the Home Owners' Loan Corporation, of the second part, Mortgagee.

Ex

Whereas, the said Mortgagors are justly indebted unto the said Mortgagee in the full sum of seven hundred ninety-two Dollars, money this day loaned, in consideration whereof and for value received the said Mortgagors have made and passed unto the said Mortgagee their joint and several promissory note of even date herewith for said sum of seven hundred ninety-two Dollars, with interest to accrue thereon at the rate of 5 per centum per annum, which said sum with interest the said Mortgagors hereby covenant to pay to the said Mortgagee at its office in Washington, D.C., or to its successors and assigns, in monthly instalments of $6.27 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the said mortgagors to prepay said mortgage indebtedness or any part thereof, whereupon interest will be charged only on the unpaid balance, and with further privilege to the said mortgagors to pay the sum of $3.30 monthly from the date hereof until June, 1936, representing the interest only upon said debt, at the option of said mortgagors, provided all other conditions and covenants in said note and herein on the part of the said mortgagors contained shall have been promptly met, and thereafter the monthly payments shall be $7.32 per month, to be applied, first, to interest on the unpaid balance and the remainder to the principal until said debt is paid in full; and

Whereas, it is further agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agrees to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

Whereas, said mortgagors are desirous of securing the prompt payment of said mortgage indebtedness, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

Now Therefore This Mortgage Witnesseth, that for and in consideration of the premises and /of the sum of One Dollar and other valuable considerations the said mortgagors do hereby grant and convey

unto the said mortgagee, its successors and assigns, all that lot of ground situate in Anne Arundel County, State of Maryland, and described as follows, that is to say:

All those lots of ground in the Fifth Election District of Anne Arundel County, Maryland, which are more particularly described as follows: Beginning for the same at the South east corner of Orchard Avenue, and Fourth Street and running thence Southerly binding on the East side of Fourth Street 52 feet; thence Easterly parallel with Orchard Avenue 125 feet; thence Northerly parallel with Fourth Street 52 feet to the South Side of Orchard Avenue and running thence Westerly on the South side of Orchard Avenue 125 feet to the place of beginning. Being lots Nos. 311 and 312, "Hillcrest" according to a plat recorded among the Land Records of Anne Arundel County in Plat Book G.W.No.1, folio 172.

Being the same two lots of ground that were conveyed to the said Frederick Scharnagle and Kate Scharnagle by deed from Charles Marshall and wife dated March 10, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 64, folio 288.

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

To Have and to Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the Home Owners' Loan Corporation, its successors and assigns, in fee simple.

And it is further agreed by the parties hereto that wherever there is a reference in the covenants, powers and agreements, herein contained, to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of the law) of the same.

Provided that if the said Mortgagors shall pay or cause to be paid the aforesaid mortgage debt 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, but not thereafter, the mortgagors shall possess the aforesaid property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest, the said mortgagors do hereby covenant to pay when legally demandable, and the said mortgagors do further covenant and agree that they shall, whenever called upon by the mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on the property herein described, to the said mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Home Owners' Loan Corporation may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

And said mortgagors further covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Home Owners' Loan Corporation, because of the failure on the part of the said mortgagors to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and this mortgage, or either, and every such payment shall bear inter-

est from date at the rate of six per cent per annum.

And the said mortgagors further covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other casualty, under a mortgage clause in the form approved by said Corporation, with insurers and to an amount approved by the Corporation as a further security for said mortgage debt and assign and deliver to the said Corporation, as issued, with all premiums thereon paid in full, all insurance policies upon said property.
In the event any sum of money becomes payable under such policy or policies, the Corporation shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the obligors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder, and each and every such payment shall bear interest from date at the rate of six per centum per annum.

And the said mortgagors further covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note and in this mortgage set forth.

The Mortgagors herein hereby assign to Home Owners' Loan Corporation any and all rents on the premises herein described and authorize said Corporation, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors as described herein, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

And it is agreed that as soon as the mortgagors cease to own said property or to have any interest therein, either by voluntary or involuntary alienation or in any other manner, except by the death of said mortgagors or either of them, or said property shall be diverted to uses other than a dwelling house, then the unpaid balance of said mortgage debt, together with the interest and any charges thereon shall become due and demandable, and in default of the payment thereof on demand, this mortgage may at the option of the mortgagee be foreclosed and the property sold under the assent to a decree or power of sale herein contained. And it is further agreed that nothing shall be construed as a waiver of this condition except a writing under the seal and signed by the proper official of said mortgagee, and that the assent to one change of ownership or use shall not allow a subsequent change without like assent, and that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagors without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. no sale of the premises hereby mortgaged and no forbearance on the part of the Corporation and no extension of the time for the payment of thedebt hereby secured given by the Corporation shall operate to release, discharge, modify, change or affect the original liability of the mortgagors herein either in whole or in part.

The said mortgagors bind themselves not to erect or permit to be erected any new buildings on the premises herein mortgaged or to add to or permit to be added to any of the exist-

ing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any second mortgage or any junior lien of any kind should be instituted, the Corporation may at its option immediately declare its lien and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

And in case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the mortgagee and it shall be lawful for the said Mortgagee or its assigns, or John I. Rowe and Lansdale G. Sasscer, or either of them, 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 charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws or any other General or Local Laws relating to Mortgages) and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives 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 a newspaper printed in Anne Arundel County and such other notice as by the said Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or 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 (25) 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 under this Mortgage, whether the same shall have matured or not, and the surplus (if there be any) shall be paid to the said Mortgagors, or to whomever may be entitled to the same.

And the said Mortgagors 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, or under the assent to a decree as hereinbefore set forth, 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 of the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and Lansdale G. Sasscer, or either of them, 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 Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

Witness the hands and seals of the Mortgagors.

Test: Fredrick Scharnagle (Seal)

Wm. Mattheiz Kate Scharnagle. (Seal)

State of Maryland, City of Baltimore, to wit:

I Hereby Certify that on this 6th day of February, in the year Nineteen Hundred and Thirty four, before me, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Frederick Scharnagle & Kate Scharnagle, 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 Herbert W. Reichelt Agent of said Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

(Notary's) Wm. Mattheiz

(Seal) Notary Public.

My commission expires the 5th day of May 1934.

For Value Received, the Home Owners' Loan Corporation hereby assigns the within mortgage unto J. Oliver Clark, for the purpose of collection and foreclosure.

As Witness, the seal of said Corporation and the hand of Charles B.Lyddane, duly authorized, its Regional Treasurer, this 20th day of January, 1939.

Witness: (Corporate) Chas. B. Lyddane.

Edward C. Golder. (Seal) Regional Treasurer.

Received for Record 31st day of Jany. 1939, at 11-30 o'clock A.M. and the same day recorded in Liber F.S.R. No. 116, Folio 334, Land Records of Anne Arundel County.

John H. Hopkins-3rd. Clerk.

Bond Approved & Filed 17" day of February, 1939.

Know All Men By These Presents:

That we, J. Oliver Clark 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 One Thousand ($1000.00) 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 Seventeenth day of February in the year of our Lord 1939.

Whereas, the above bounden J. Oliver Clark by virtue of the power contained in a mortgage from Frederick Scharnagle and Kate Scharnagle his wife to Home Owners' Loan Corporation bearing date the 6th day of February, 1934 and recorded among the mortgage records of Anne

Arundel County in Liber F.S.R. No. 116 Folio 327 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as apecified, and in the conditions and covenants therein contained.

The Condition Of The Above Obligation is Such, That if the above bounden J. Oliver Clark 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 J. Oliver Clark 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 — J. Oliver Clark (Seal)

in the presence of — Fidelity and Deposit Company of Maryland

Margaret E. Branzell — (Corporate) — By J.Oliver Clark.

Attest: — (Seal) — Attorney-in-Fact.

By Margaret E. Branzell

Statement of Mtge. Claim--Filed Feby. 17th 1939.

Statement of Mortgage Claim of Home Owners' Loan Corporation under the mortgage (filed in the above entitled case) from the defendants above captioned:

Loan #18-6-C-213

Date of Loan	2-6-34
Original Amount of Loan	$ 792.00
Advanced for Insurance	8.44
Advanced for 1937-8-9	38.99
Total of Original Loan and Advances	839.43
Applied to Principal	91.32
Principal Balance Due	748.11
Unpaid Interest due as of 5-25- 38	24.68
TOTAL AMOUNT DUE 2-17-39	772.79

George R. Davis

Deputy for the Regional Accountant

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 13th day of Feb. in the year nineteen hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared George R. Davis, Deputy for the Regional Accountant of the Home Owners' Loan Corporation, the plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just 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's) — Edward C. Golder

(Seal) — Notary Public.

Report of Sale--Filed Feby. 23rd. 1939

To The Honorable The Judges Of Said Court:

The Report of Sale of J. Oliver Clark, Assignee of the mortgage filed in these proceedings, respectfully shows:

(1). That under and by virtue of the power of sale contained in a mortgage from Frederick Scharnagle and Kate Scharnagle, his wife, dated the 6th day of February, 1934, and recorded amongthe Land Records of Anne Arundel County in Liber F.S.R.No. 116 folio 327, the said J. Oliver Clark, as the Assignee of said mortgage, by short assignment duly recorded, to make sale of the property therein described in case of default and default having occurred thereunder, after having given due 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 also by handbills distributed throughout the vicinity of the property and elsewhere, did on Friday, February 17th, 1939, at 11:00 o'clock A.M., at the Court House door, in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said J. Oliver Clark, Assignee as aforesaid, then and there sold the said property to the Home Owners' Loan Corporation at and for the sum of Seven Hundred Dollars ($700.00), it being at that figure the highest bidder therefor, the said property being the following:

All those lots of ground in the Fifth Election District of Anne Arundel County, Maryland, which are more particularly described as follows:

Beginning for the same at the Southeast corner of Orchard Avenue, and Fourth Street, running thence Southerly binding on the East side of Fourth Street 52 feet, thence Easterly parallel with Orchard Avenue 125 feet; thence Northerly parallel with Fourth Street 52 feet to the South side of Orchard Avenue and running thence Westerly on the South side of Orchard Avenue 125 feet to the place of beginning. Being lots Nos. 311 and 312 "Hillcrest" according to a plat recorded among the Land Records of Anne Arundel County in Plat Book G,W.No. 1 folio 172.

Being the same two lots of ground that were conveyed to the said Frederick Scharnagle and Kate Scharnagle by deed from Charles Marshall and wife dated March 10, 1923, recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 64 folio 288.

Improvements consist of one story frame dwelling, containing three rooms.

(2). And the said Assignee further reports that he has received from the purchaser the deposit of Three Hundred Dollars ($300.00) required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

Terms of Sale: A deposit of $300.00 will be required of the purchaser at the time of the sale, and the balance of the purchase money with interest thereon at the rate of 6% per annum to be paid in cash upon final ratification of sale.

Taxes and insurance to be adjusted as of date of sale.

Respectfully submitted,

J. Oliver Clark

Assignee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 23rd day of February, 1939, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Oliver Clark, Assignee, and made oath in due form of law that the matters and things stated

in the aforegoing Report of Sale are true, and that the said sale was fairly made.

Witness my hand and Notarial Seal,

(Notary's) Ruby W. Chaney.
(Seal) Notary Public.

(ORDER NISI)

Ordered, this 23rd. day of February, 1939, that the sale of the real estate mentioned in these proceedings, made and reported by J. Oliver Clark, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 27th day of March, 1939; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 27th day of March, 1939.

The report states the amount of sales to be Seven Hundred Dollars ($700.00.)

John H. Hopkins.
Clerk.

Certificate of Publication. Annapolis, Md., March 28, 1939.

We hereby certify, that the annexed Order Nisi-Sale- No. 7752 Equity Frederick Scharnagle & Kate Scharnagle, his wife was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of March, 1939. The first insertion being made the 27th day of March, 1939.

The Capital-Gazette Press, Inc.
By Mildred I. Rocklitz.

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 29th day of March, 1939, that the sale made and reported by J. Oliver Clark, Assignee, be and the same is hereby finally rarified 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 it is hereby further Ordered that the said Assignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin.
Judge.

Auditor's Report and Account--Filed April 18th 1939.

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.

Laura R. Jickling--Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Frederick Scharnagle and Wife in ac. with J. Oliver Clark, Assignee

To Assignee for fee in lieu of commissions	$	$ 50.00
To Assignee for Court costs, viz:		
Clerk of Court - costs	24.75	
Auditor	9.00	33.75

Carried forward

Brought forward	$	$ 83.75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising	21.75	
Capital-Gazette Press - handbills	4.75	
Capital-Gazette Press - ofder nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
George W. Scible - Auctioneer	10.00	
Annapolis Agency - bond premium	10.00	
Ruby W. Chaney - notary fee	.50	
One-half cost Federal revenue stamps	.50	
One-half cost State revenue stamps	.35	57.85
To Assignee for Taxes, viz:		
1937 State and County taxes	16.69	
1938 State and County taxes	10.70	
1939 State and County taxes -adjusted	1.49	28.88
To Home Owners Loan Corporation, Mortgagee, this balance		529.52
		$700.00

Amount of mortgage claim files	$733.80
Cr. Amount allowed as above	529.52
Balance subject to degree in personam	$204.28

Cr. Feb. 17, 1939

Proceeds of sale $700.00

(ORDER NISI)

Ordered, This 18th., day of April, 1939, 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 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 20th day of May next.

Certificate of Publication.

Annapolis, Md., May 22, 1939

We hereby certify, that the annexed Order Nisi--Frederick Scharnagle & wife, Equity #7752 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of May, 1939. The first insertion being made the 20th day of April, 1939.

The Capital Gazette Press, Inc.

By Alfaretta Friend, Clerk.

In the Circuit Court for Anne Arundel County.

Ordered By The Court, this 23 day of May, 1939, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the con-

trary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin
Judge.

In The Matter of the Sale of the	:	No. 7762 Equity.
Mortgaged Property of Preston Tucker and Blanch	:	In The Circuit Court
Tucker, his wife	:	of
	:	Anne Arundel County.

Order To Docket Suit and order to enter appearance--Feb. 16th. 1939.

Mr. Clerk,

Please docket suit in the above entitled case and file mortgage exhibit marked "Assignee's Exhibit No. 1"

Joseph B. Griesacker
Assignee.

Mr. Clerk,

Please enter appearance of Joseph B. Griesacker, Solicitor.

Jos. B. Griesacker.

Ex

Assignee's Exhibit No. 1--Filed Feby. 16th. 1939.

This Mortgage, Made this 8th day of November in the year one thousand nine hundred and twenty nine between Preston Tucker and Blanch Tucker his wife of the City of Baltimore, in the State of Maryland, Mortgagors, and the White Eagle Polish American Building and Loan Association a body corporate, duly incorporated, Mortgagee.

Whereas, the said mortgagors being members of the said body corporate have received therefrom an advance of twenty three hundred ($2300.00) Dollars, being the balance of the purchase price paid for the hereinafter described property on twenty three shares of 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 mortgagors and the Pines Company Inc. who joins herein to guarantee the payment of the mortgage debt do grant unto the said mortgagee and its successors and assigns, all that lot piece or parcel of ground situate and lying in the County of Anne Arundel at present known as No. 902 Pines on the Severn and described as follows:

Being the same lot of ground which by deed of even date hereof and recorded among the Land Records of Anne Arundel County prior hereto was conveyed by the Pines Company Inc. to the herein named mortgagors.

Together with the improvements thereon, and all the privileges appurtenances thereto belonging.

To have and to hold the said lot of ground with the improvements and appurtenances aforesaid, unto the said mortgagee its successors and assigns in fee simple.

Provided, that if the said mortgagors shall make the payments and perform the covenants as herein provided, then this mortgage shall be void.

But upon any default being made in the payment of the said principal or interest,in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

And the said mortgagors for themselves covenant with the said mortgagee, its successors and assigns, to pay and perform as follows: that is, to pay weekly to the said mortgagee, its successors or assigns, the sum of five dollars and seventy five cents as dues until the said sum of twenty three hundred dollars shall be repaid; and also to pay weekly, at the time and place specified by the mortgagee, the sum of two dollars and seventy six cents as interest until the sum of one hundred dollars shall be repaid in weekly dues, when the said weekly payments of interest shall be reduced twelve cents; and so on, and as often as one hundred dollars shall be so repaid in dues, the weekly payments of interest shall be so reduced twelve cents; to pay all fines and penalties that may be imposed upon them by said mortgagee in accordance with its charter, constitution or by-laws, which by-laws, are hereby made a part hereof; to pay all taxes and water rent, and other public dues and charges for which the property hereby mortgaged is now or may become liable, when payable,

And it is agreed that until default be made in the premises, the said mortgagors shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable.

In the event of a transfer or change of ownership of said property hereby mortgaged without written consent of said mortgagee its successors or assigns, the said mortgagee its successors and assigns reserve the right to demand payment of said mortgage debt and interest hereby secured and if not paid on demand then this mortgage may be foreclosed under the assent herein contained.

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 Frank E.Poffel their attorney, under Article LXVl, 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 and half of such commissions and all such expenses and costs shall be paid by the mortgagors 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 shall have possession of the property, upon paying in the meantime all taxes and assessments, ground rents, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments,ground rents, public dues and charges the said 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 adaquacy 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 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 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 / by fire 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 and the corporate seal of the Pines Company and the signature of Leonidas G. Turner, president thereof.

Witness: Preston Tucker (Seal)

Thomas G. Barnes Jr. (Corporate) Blanch Tucker (Seal)

(Seal) The Pines Company, Inc.

Leonidas G. Turner, President.

State of Maryland, Baltimore City, to wit:

I Hereby Certify that on this 8 day of November in the year one thousand nine hundred and 29 before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Preston Tucker and Blanch Tucker, his wife and Leonidas Turner, president of the Pines Company Inc. and acknowledged the foregoing mortgage to be their and its act respectively

At the same time also appeared Henry Poffel 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.

(Notary's) Thomas G. Barnes,Jr.

(Seal) Notary Public.

Baltimore, Maryland, January 30, 1939.

The White Eagle Polish American Building and Loan Association of Baltimore City, Inc. hereby assigns the aforegoing mortgage unto Joseph B. Griesacker, for the purpose of foreclosure.

Attest:
Simon P. Jenosinski.
Secretary.

(Corporate)
(Seal)

White Eagle Polish American Building
And Loan Association of Baltimore City, Inc.
By Ignacy Stefanski.
Vice-President.

Received for Record Feby. 16th 1939, at 11 o'clock A.M. Same day recorded in Liber F.S.R. No. 56 Folio 234 etc., one of the Records of Anne Arundel County, and examined.
Per
John H.Hopkins 3rd. Clerk.

Bond--Filed and approved March 1st. 1939.

Know All Men By These Presents: That we, Joseph B. Griesacker as Principal and the United States Fidelity and Guaranty Company, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty-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 16th day of February, in the year of our Lord, nineteen hundred and thirty-nine.

Whereas, the above bounden Joseph B.Griesacker from Preston Tucker & Blanch Tucker, his wife to White Eagle Polish American Building & Loan Association bearing date the 8th day of November, 1929 and recorded among the Land Records of Anne Arundel County, in Liber F.S.R.No 56 Folio 232 and duly assigned to Joseph B. Griesacker for foreclosure, he 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 Joseph B. Griesacker 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 therethereof, 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
Lucille H. Musterman

(Corporate)
(Seal)

Joseph B. Griesacker (Seal)
United States Fidelity and Guaranty Company
By Marvin I. Anderson
Attorney-in-Fact.

Statement of Mortgage Claim -Filed March 11th. 1939.

Account No. 1366--Preston Tucker and Wife--Lot No. 902 The Pines

Mortgage Loan	$2300.00
Paid on account	1307.34
	992.66
Interest to March 6,1939	19.20
Total Balance due	$1011.86

Joseph B. Griesacker
Assignee

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify, that on this 10 day of March, 1939, before me, a Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared Joseph B. Griesacker Assignee, the plaintiff in the above entitled case and made oath in due form of law that the aforegoing statement of mortgage debt is a true statement of the amount of the claim under the mortgage filed in said cause now remaining due and unpaid.

As Witness my hand and Notarial Seal.

(Notary's) Nancy M. Bennett
(Seal) Notary Public

Report of Sale--Filed April 3rd. 1939

To The Honorable, The Judge of Said Court:

The report of Joseph B. Griesacker, Assignee of the Mortgage which is filed as exhibit in these proceedings, respectfully shows:

That the said Mortgage being in default, the said Joseph B. Griesacker, as the Assignee thereof in pursuance and by virtue of the power of sale contained in said mortgage, after having given bond with surety duly approved and having advertised the property in the said mortgage mentioned and thereby conveyed for more than three weeks in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County published weekly, thereby giving notice of time, place and manner and terms of sale, did attend in person at the Court House Door at Annapolis, Maryland, on Thursday, March30, 1939 at eleven-thirty o'clock A.M. that being the time and place advertised for the said sale and did then and there offer said property at public sale and sold the property described in said mortgage for Twelve Hundred and Five dollars ($1205.00) unto Walter Purks, in fee simple, which property is described as follows:

Lot numbered nine hundred and two (902) as laid down on the Plat of Pines on the Severn which Plat is recorded among the Land Records of Anne Arundel County in Plat Book, W.N.W.No. 2 folio 3.

The said purchaser being the highest bidder for the same.

All of which is respectfully submitted.

Joseph B.Griesacker
Assignee.

State of Maryland , City of Baltimore, To Wit:

I Hereby Certify, that on this 31st day of March in the year one thousand nine hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared Joseph B. Griesacker, Assignee and he made oath in due form of law that the matters and facts set forth in the aforegoing report of sale are true and bona fide as therein set forth.

As Witness my hand and Notarial Seal.

(Notary's) Nancy M. Bennett
(Seal) Notary Public.

Advertisement of Sale.

Assignee's Sale of Valuable Fee Simple Property

In the Beautiful Waterfront Development of "Pines-on-the -Severn" in the Third Election District of Anne Arundel Co., Md.

Under and by virtue of the power of sale contained in a mortgage from Preston Tucker and Blanch Tucker, his wife, unto the White Eagle Polish American Building and Loan Association of Baltimore City, Inc., dated November 8th, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 56 folio 232, etc., (default having occurred in said mortgage) and being duly assigned to Joseph B. Griesacker for the purpose of foreclosure, the undersigned assignee will sell at Public Auction, at the Court House door at Annapolis, Maryland, on Thursday, March 30th 1939, at 11:00 o'clock, A.M., the following fee simple property and the improvements thereon:

Lot number 902 as laid down on the Plat of Pines-on-the-Severn which plat is recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 2 folio 3 said lot having a frontage of fifty feet on the East side of Ridgeway with an even depth of one hundred feet, improved by a modern all-year-around bungalow.

Terms of Sale: A deposit of Three Hundred Dollars will be required of the purchaser at the time of sale, and the balance of the purchase price, with interest at the rate of six per centum (6%) per annum, to be paid in cash upon final ratification of sale. Taxes, and all other public charges to be adjusted to the day of sale.

William H. Moss & Company. Joseph B. Griesacker,
Auctioneer. Assignee.

(ORDER NISI)

Ordered, this 3rd. day of April, 1939, That the sale of the fee simple property mentioned in these proceedings made and reported by Joseph B. Griesacker, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of May next.

The report states that the amount of sales to be $1205.00

John H. Hopkins, 3rd.
Clerk.

Certificate of Publication

Annapolis, Md., May 5, 1939

We hereby certify, that the annexed Order Nisi-Sale- Preston Tucker was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of May, 1939. The first insertion being made the 6th day of April, 1939.

The Capital-Gazette Press, Inc.
By Lillie L.French.

Ordered By The Court, This 8th day of May, 1939, that the sale made and reported by the Assignee 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 Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin. -------

Auditor's Report and Account--Filed June 3rd. 1939.

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.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Preston Tucker and Wife in ac. with Joseph B. Griesacker, Assignee.

To Assignee for fee	$50.00	$
Assignee for Commissions	66.35	
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	12.15	
Clerk of Court - recording assignment	.75	
Auditor	9.00	31.90
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale order nisi on	20.25	
Capital-Gazette Press - report of sale order nisi on	5.00	
Capital-Gazette Press - auditor's acct.	5.00	
Wm. H. Moss & Co. - auctioneer	10.00	
M.I.Anderson, Agent - bond premium fire insurance	10.00	
J.Ramsay Barry & Co., Inc. -premium (adj)	7.61	
One-half cost Federal revenue stamps	.75	
One-half cost State revenue stamps	.65	
Nancy M. Bennett - notary fees	.50	59.76
To Assignee for Taxes, viz:		
1939 State & County taxes (adj.-$47.23)		11.81
To Assignee for Benefit charges, viz:		
Anne Arundel Co. Sanitary Comm. -1939 water and sewer benefit charge -adj.		4.50
To White Eagle Polish American Building & Loan Association - account mortgage claim		985.70
		$1,210.02

Amount of mortgage claim filed	$1,011.86
Interest to day of sale - 3/30/39	3.97
	$1,015. 83
Cr. Amount allowed as above	985.70
Balance subject to decree in personam	$ 30.13

Cr. March 30, 1939

Proceeds of Sale	$1,205.00
Interest on deferred payment to 5/10/39	5.02
	$1,210.02

(ORDER NISI)

Ordered, This 3rd. day of June, 1939, 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 5th. day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of July next.

John H. Hopkins, 3rd.
Clerk.

Certificate of Publication

Annapolis, Md., July 7, 1939

We hereby certify, that the annexed Order Nisi - Auditors' Account - Preston Tucker & wife No. 7762 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th. day of July, 1939. The first insertion being made the 8th day of June, 1939.

The Capital-Gazette Press, Inc.
By Alfaretta Friend.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 22 day of Aug. 1939, 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.

Ridgely P. Melvin, _____

In the Matter of the	:	No. 6090 Equity.
Trust Estate of	:	In the Circuit Court for
Hiram Stanley.	:	Anne Arundel County.

Trustees Petition to Court to Assume Jurisdiction of Trust, and Order of Court Thereon.

Order Aug. 10th., /31----Filed 10 August 1931.

To the Honorable, The Judges of Said Court:

The Petition of Tennie Stanley and Maude Stanley Basil, and Tennie Stanley, representing Ralph C. Stanley and Martha Lambert Stanley, minors, respectfully shows:

(1). That Hiram Stanley, late of Anne Arundel County, Maryland, departed this life on or about the 19th day of June, 1931, seized of valuable real and personal property, and leaving a Last Will and Testament, dated October 7,1929, duly admitted to probate by the Orphans Court for said County, and recorded among the Testamentary Record books of said County in Liber G.T.C. No. 1 folio 72, - a duly certified copy whereof is filed herewith, marked "Exhibit No. 1."

(2). That by his said Last Will and Testament (Paragraph (c)), the said Hiram Stanley left in trust, -for the purposes and upon the terms and conditions, and with the powers, set forth in said Will,-that portion of his estate consisting of the Coca-Cola Bottling business, including all real and personal property in connection therewith, and named his Trustees as follows: "Tennie Stanley, my wife, Maude Stanley Basil, my second daughter, Ralph C. Stanley, the only son, and Martha Lambert Stanley. The last two mentioned are minors as yet. Their

mother shall represent them until they become of age."

(3). That the administration of the personal estate of said Testator is now being conducted in due course by the Executrices, Tennie Stanley and Maude Stanley Basil, under the jurisdiction of the Orphans Court of Anne Arundel County, in which proceedings have been filed the inventories of both the personal and the real estate of the said Testator. According to these inventories, the real estate, #251 West Street, which is a part of the Coca-Cola business property, is appraised at Sixty-five Hundred Dollars ($6,500.00), and the chattels and personalty listed in the inventory of personal property as making up the remaining assets of the said Coca-Cola business, are appraised at Sixty-nine Thousand, Nine Hundred and Sixty-two Dollars and Fifty five Cents ($69,962.55). Certified copies of these two inventories are filed herewith, as a part hereof, marked "Exhibit No. 2" and "Exhibit No. 3."

(4). Your Petitioners desire to bring into this Court the said trust estate and have the Court assume jurisdiction thereof, in order that the said Trustees may, under the power and authority in said Will, administer the said trust and fully carry out the purposes thereof, as prescribed in said Will. To that end, your Petitioners pray the Court to pass such order as may be proper in the premises.

Ridgely P. Melvin
Solicitor for Petitioners.

Tennie Stanley
Maude Stanley Basil.
Tennie Stanley.
Representing Ralph C. Stanley and
Martha Lambert Stanley.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this twenty-fourth day of July, 1931, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Tennie Stanley and Maude Stanley Basil, and Tennie Stanley representing Ralph C. Stanley and Martha Lambert Stanley, and made oath in due form of law that the matters and things stated in the aforegoing petition are true, as therein set forth.

Witness my Hand and Seal Notarial.

(Notary's) Laura R. Jickling
(Seal) Notary Public

Upon the aforegoing petition, it is hereby Ordered this 10th. day of August, 1931, by the Circuit Court for Anne Arundel County, in Equity, that the Court hereby assumes jurisdiction of the Trust Estate of Hiram Stanley, deceased, created under the Last Will and Testament of said Testator. And it is further Ordered that the Trustees named therein, namely, Tennie Stanley and Maude Stanley Basil, and Tennie Stanley Basil, representing Ralph C. Stanley and Martha Lambert Stanley, minors, file in this Court an inventory of said estate and a bond to be approved by the Court in the penalty of Seventy Thousand Dollars, conditioned for the faithful discharge of their said trust.

Robert Moss, A.J.

Exhibit No. 1--Filed 10 August 1931.

October 7, 1929.

I, Hiram Stanley, being in good state of mind and not knowing how long I shall live, make and demise this as my last will and testament to be executed at my death as follows:

(1). Tennie Stanley, my wife, Maude Stanley Basil, and Doctor George C. Basil are to adminis-

ter my estate without bond or restriction.

(2). All personal property, household goods, automobiles, Etc. be given to Tennie Stanley, my wife, for the period of her life time. At her death shall go to Maude Stanley Basil, Ralph C. Stanley, and Martha Lambert Stanley, the three youngest children.

(3) All Life Insurance shall be collected and all bills, notes or mortgages outstanding, shall be paid from this money. The balance shall be disposed of in the following way:

(a) Two thousand dollars ($2,000)shall be placed in the State Capital Bank of Annapolis Maryland for my oldest daughter, Elsie Stanley, subject to the withdrawal of one dollar ($1.00) per day. Withdrawal cannot be made except once each three months (3). The interest shall remain until she has drawn all of the principal, at which time it may be withdrawn at the same rate. In case of her death before the total amount is withdrawn, the bank shall turn over to Tennie Stanley, the remaining balance with interest for the said Elsie Stanley's funeral enpense or to be used in such way as she sees fit. This will probably be the smallest portion of my estate but having spent a great deal of money on Elsie Stanley, my oldest daughter, I fell this will be a bountiful share for her and in case she or either of my heirs, attempt to break this will, any share or portion of my estate shall be withdrawn from them and they shall be allotted by administrators and court, the sum of one dollar ($1.00)

(b) Five hundred dollard ($500.00) from insurance money shall be given to Julian R. Easterday in recognition of long and faithful service. It is advised that he be made assistant manager for the trustees as set forth in the trust arrangement in the next paragraph of this document.

(c) The portion of my estate consisting of Coca-Cola Bottling business in its entirety (property and all equipment) shall remain in trust and continue to be operated as Coca-Cola Bottling Company, unless deemed absolutely necessary, to be sold by the majority of trustees and in this event, it must be approved by the trust officer herein after mentioned. The trustees are as follows: Tennie Stanley, my wife, Maude Stanley Basil, my second daughter, Raph C. Stanley, the only son, and Martha Lambert Stanley. The last two mentioned are minors as yet. Their mother shall represent them until they have become of age.

The proceeds and profits from the business shall be divided as follows: Tennie Stanley, my wife, shall receive one half, Maude Stanley Basil, one sixth (1/6), Ralph C. Stanley, one sixth (1/6),Martha Lambert Stanley, one sixth (1/6); Tennie Stanley receiving and expending the two minor children's shares as she sees fit until they are twenty-one years of age (21). The trust officer, hereby appointed, for this, the trust part of my estate, shall be the president of the State Capital Bank of Annapolis, Maryland. The trustees may draw from time to time each year a reasonable amount for living enxpenses. A strict account of these advance withdrawals shall be kept and settled at the end of each year. In case of the death of Tennie Stanley, my widowed wife, the money shall be equally divided between the three younger children, namely: Maude Stanley Basil, Ralph C. Stanley, and Martha Lambert Stanley, and in this event Maude Stanley Basil shall handle the money for the two (2) minors until they are of age.

(d) In event of an unborn child of this date, being later born to us, this child shall automatically share its or their portion. In case of death without heirs of either of the above named, the remaining children shall share equally and alike. But in event of heirs, then the heirs shall receive the parents share and so on until the last of my three

children have died. At that time, the heirs, which will be known as my grandchildren, shall become trustees and shall all share equal and alike until the last of them becomes twenty-one years of age (21). At that time they may elect by majority rule, to dispose of their holdings as they see fit,

(e) All other Real Estate, property, shares of property, stocks or bonds, shall go to Tennie Stanley, my wife, for the rest of her life. She is vested with authority to sell, lease, trade or dispose of, in any manner as she sees fit, any-thing mentioned in this paragraph and use the proceeds as she pleases provided she remains my widow until her death. In event she remarries, her right to sell or dispose of any property shall cease and at her death all properties above mentioned shall go to the three children, namely: Maude Stanley Basil, Ralph C. Stanley, and Martha Lambert Stanley.

Signed this 7 day of October 1929

Witness Catherine L. Blackburn Hiram Stanley.

Witness E. C. Burt.

Anne Arundel County, Ss:

On the 23rd. day of June,1931 came John D. Stanley and made Oath in due form of law, that he does not know of any Will or Codicil of Hiram Stanley late of said County, deceased, other than the above instrument of writing, and that he took the same from safe in testator's office and delivered the same to the widow, Testator departed this life on or about the 19th day of June, 1931.

Sworn to in open Court,

Test: Geo.T. Cromwell.

Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 24th day of June, 1931, came Catherine L. Blackburn and E. C. Burt the two subscribing witnesses to the aforegoing last Will and Testament of Hiram Stanley late of said County, deceased, and made oath in due form of law, that they did see the Testator sign and seal this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they subscribed their name as witnesses to this Will in his presence, at his request and in the presence of each other.

Sworn to before the subscriber,

Test: Geo. T. Cromwell

Register 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 of Hiram Stanley, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 25th day of June, 1931, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Hiram Stanley, deceased.

Judges: Maynard Carr,
Owain E. Owens

State of Maryland, Anne Arundel County:

I, Geo. T. Cromwell, 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 Hiram Stanley late of said County, deceased, together with the proof and probate thereof, taken from the original, which is one of the records filed, recorded in Wills Liber G.T.C. No. 1, folio 72 and 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 20th day of July in the year of our Lord, nineteen hundred and thirty-one.

(Reg. of Wills) Geo. T. Cromwell
(Seal)
Register of Wills for Anne Arundel County.

Exhibit No. 2--Filed 10 August 1931.

The State of Maryland,

To Francis M. Lazenby and Charles F. Lee, Greeting:

This to Authorize You Jointly to appraise the Real Estate of Hiram Stanley, late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of thesaid Real Estate by you appraised in dollars and cents; and in the said inventory you are to set down in column or columns opposite to each piece of property the value thereof.

Witness: Maynard Carr, Esquire.
Chief Justice of the Orphans' Court for
Anne Arundel County, this 25th day of June in the
year of our Lord one thousand nine hundred and thirty-one
Test: Geo. T. Cromwell.
Register of Wills for Anne Arundel County.

We Francis M. Lazenby and Charles F. Lee do swear or solemnly, sincerely and truly affirm, that we will and truly, without prejudice or partiality, value and appraise the real estate of Hiram Stanley late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment so help us God.

Francis M. Lazenby
Charles F. Lee :Appraisers.

I Hereby Certify, That the aforegoing oath was taken and subscribed to by the said Francis M. Lazenby and Charles F. Lee before the undersigned, Register of Wills for Anne Arundel County, duly commissioned and qualified according to law, this 25th day of June in the year of our Lord one thousand, nine hundred and thirty-one.

Geo. T. Cromwell,
Register of Wills for Anne Arundel County.

A True and Perfect Inventory of all and singular the Real Estate of Hiram Stanley late of Anne Arundel County, deceased, appraised by the subscriber Francis M. Lazenby and Charles F. Lee jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraisers, and certificate hereto annexed.

Property known as 251 West Street fronting thereon 30 ft., 8 inches, depth 140 ft. improved by 1½ story with basement, tile, with brick, front building covering whole lot, re-

corded in Liber W.M.B.No. 22 Folio 28, Land Records of Anne Arundel County--$6,500.00.

We, The Subscribers, Do Certify, That the foregoing is a just and true inventory and valuation of all and singular the Real Estate of the said Hiram Stanley deceased, so far as the same has come to our sight and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

Witness Our Hands And Seals this 7th day of July in the year of our Lord one thousand nine hundred and thirty-one.

Appraisers: Francis M. Lazenby (Seal)
Charles F. Lee (Seal)

Amount of Inventory as above $6500.00

Tennie C. Stanley
Maude S. Basil
Executrices.

State of Maryland, Anne Arundel County, Sct:

Be It Remembered And It Is Hereby Certified, That on this 7th day of July in the year of our Lord one thousand, nine hundred and thirty-one personally appeared Tennie C. Stanley and Maude Stanley Basil, executrices of Hiram Stanley, late of Anne Arundel County, deceased, and made oath in the presence of Almighty God, that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of the said Hiram Stanley deceased, within the State of Maryland, that has come to their knowledge, and that should they hereafter discover any other Real Estate belonging to the said deceased in said State they will return an additional Inventory thereof.

Sworn to before the Subscriber,

Geo. T. Cromwell
Register of Wills for Anne Arundel County.

State of Maryland, Anne Arundel County:

I, Geo. T. Cromwell 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 Inventory of Real Estate of Hiram Stanley late of said County, deceased, together with the proof thereof, taken from the original, which is one of the records filed, recorded in Liber O.B.D. No. 4, folio 595, and 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 20th day of July in the year of our Lord, nineteen hundred and thirty-one.

(Reg. of Wills) Geo. T. Cromwell
(Seal) Register of Wills for Anne Arundel County.

Exhibit No. 3--Filed 10 August, 1931.

The State of Maryland:

To Francis M. Lazenby and Charles F. Lee, Greeting:

This Is To Authorize You Jointly to appraise the Goods, Chattels and Personal Estate of Hiram Stanley late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said goods, chattels and

personal estate by you appraised in dollars and cents; and in the said Inventory you are to set down in the column or columns opposite to each article the value thereof.

Witness, Maynard Carr, Esquire, Chief Justice of the Orphans' Court for Anne Arundel County, this 25th day of June in the year of our Lord one thousand nine hundred and thirty-one

Test: Geo. T. Cromwell
Register of Wills for Anne Arundel County.

We, Francis M. Lazenby and Charles F. Lee do swear, that we will well and truly, without prejudice or partiality, value and appraise the goods, chattels and personal estate of Hiram Stanley, late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment, so help us God.

Francis M. Lazenby
Francis M. Lazenby : Appraisers.
Charles F. Lee

I Hereby Certify, That the aforegoing oath was taken and subscribed to by the said Francis M. Lazenby and Charles F. Lee, before the undersigned, Register of Wills for Anne Arundel County, duly commissioned and qualified according to law, this 25th day of June in the year of our Lord one thousand nine hundred and thirty-one.

Geo. T. Cromwell
Register of Wills for Anne Arundel County.

A True And Perfect Inventory of all and singular, the goods, chattels and personal estate of Hiram Stanley, late of Anne Arundel County, deceased, appraised by us, the subscribers, Francis M. Lazenby and Charles F. Lee jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraise, and Certificate therein annexed.

Appraisal Of Goods, Chattels And Personal Estate Of Hiram Stanley, Deceased.

Cash -- on hand,	$2999.33		
In Bank	2678.33		$5677.66
Life Insurance			
U. S. of A--Adjusted Service, Certf. #4101746	346.50		
Continental American Life Ins. Company Certf. #56896	25000.00		
Travelers Life Ins. Co. Certf. #1557659	5000.00		
Travelers Life Ins. Co. Certf. #979890	10000.00		40346.50
Estimated Equity in Accs. Rec.		4942.59	
Notes Rec. (Severn Baseball Club)		100.00	
Stock in Severn Baseball Club (57 shares @5.00)		285.00	20327.59
Office Furniture and Fixtures			
1 Typewriter	10.00		
1 Desk	5.00		
1 Cary Safe	25.00		
1 Check Protector	5.00		
1 Adding Machine	15.00		

(Account brought forward)			
	$60.00		$66351.75
1 Steel Cabinet	20.00		
3 Chairs	6.00		
1 Small Table	2.00		
1 Clock	1.00		
Misc. Stationery	10.00	$99.00	
Automobiles			
1 Nash Coupe--Model 28	250.00		
3 long Wheel Base 1½ ton Chevrolet delivery trucks(1931)	1500.00		
1 Light Chevrolet Delivery Truck--½ ton 1930	250.00		
1 2-Ton White Truck 1928	600.00		
1 3-Ton White Truck 1931	1800.00		
1 Old Ford Truck	25.00	4425.00	
Supplies (Fruits, Flavors, Etc.)			
6100 lbs. Sugar	262.30		
4Bbl. Coca Cola Syrup	200.00		
10 15-Gal. Kegs Orange Crush Syrup	250.00		
1 10- Gal. Kegs Orange Crush	15.00		
2 15-Gal. Kegs Grape Cherry Blossom	80.00		
24 1-Gal. Jug Good Grape	75.00	882.30	
Merchandise Stock			
(Includes Bottles, Cases and contents prepared for delivery.)			
1975 Cases of 6 Oz. Beverages	2000.00		
338 " of " " Green	350.00		
150 " of 24 " " Green	100.00	2450.00	
Bottles, Cases, (Empties)			
2117 Gross 6 oz Bottles	5000.00		
18 " " " Green	25.00		
55 " 24 "	200.00		
14661 Crates for 6 oz. Bots.	2500.00		
633 " for 24 oz Bots.	150.00	8875.00	
Machinery and Equipment			
2 50 Gal. Glass Lined Syrup jars.	50.00		
1 100 Gal. " "	40.00		
16 Dispensing Cabinets	90.00		
4 " "	25.00		
10 Ice Boxes in Chain Stores	40.00		
2 Lewis Shepard Co. Boston Lift Trucks (1-4 Yrs. old)	25.00		
1 World Labeler-- Improved			

	Account continued.			
		$16731.30		$66351.75
Machine #3894DR(Bought Jan.1931)	$200.00			
2 Dixie Fillers and Crowners (8 Years Old)	500.00			
1 Myere Dummore Junior Washer 3 yrs. old--Class 1/29 #SR 905	1500.00			
1 Automatic Electric Carbonator 8 yrs. old #1927 Bought of Piper Co.	50.00			
1 5-Gal Syrup Jar (Stone)	10.00			
2 Modine Heaters Model #491 Serial #38641 " " " #3864C	300.00			
1 Grease Gun 9 Hand Power Old)	1.00			
1 Steel Cabinet (Misc. Parts)	10.00	2841.00		
Lubricants				
1 50 -Gal Drum Oil, heavy	15.50			
1 50 -Gal Dryden Gear Lub.	4.50	20.00	$19592.30	$85944.05

We, the Subscribers, Do Certify that the aforegoing is a true and just Inventory, and valuation of all and singular, the goods, chattels, and personal estate of the said Hiram Stanley, deceased, so far as the same have come to our sight and knowledge; and as valued and appraised by us, in dollars and cents, according to the best of our skill and judgment.

In Testimony of all of Which, we hereunto subscribe our names and affix our seals this second day of July,1931

Francis M. Lazenby (Seal)

Charles F. Lee (Seal)
Appraisers.

Amount of appraisement as above,	$80,266.39
Cash on hand at time of deceased's death,	2,999.33
Cash in bank at time of deceased's death,	2,678.33
Whole amount of Inventory,	$85,944.05

Test: Tennie C. Stanley

Maude S. Basil
Executrices.

Anne Arundel County,ss:

On the 7th day of July, 1931, came Tennie Stanley and Maude Stanley Basil executrices of Hiram Stanley, deceased, and made oath in due form of law, that the foregoing is true and perfect Inventory of all and singular the Goods, Chattels and Personal Estate of the said deceased, that have come to their hands, knowledge or posession at the time of making thereof that what has since, or shall hereafter come to their hands, knowledge, or possession, they will return in an additional Inventory, that they knows of no concealment, or suspect any to be; and if they should hereafter discover any concealment, or suspect any to be; they will make the Register of Wills for Anne Arundel County acquainted therewith, that the same may be inquired into according to law.

Sworn to in open Court. Test: Geo.T. Cromwell

Register of Wills for Anne Arundel County.

State of Maryland, Anne Arundel County:

I, Geo. T. Cromwell, 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 Inventory of Personal Estate of Hiram Stanley late of said County, deceased, together with the proof thereof, taken from the original which is one of the records filed, recorded in Liber O.B.D. No. 4, folio 592 and 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 20th day of July in the year of our Lord, nineteen hundred and thirty-one.

Geo. T. Cromwell

Register of Wills for Anne Arundel County.

Bond --Filed and Approved 10th August 1931

Know All Men By These Presents,

That we, Tennie Stanley and Maude Stanley Basil, and Tennie Stanley representing Ralph C. Stanley and Martha Lambert Stanley, minors,--of Anne Arundel County, State of Maryland, and the Fidelity and Deposit Company of Maryland, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of Seventy Thousand ($70,000.00) Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this twenty-fourth day of July, in the year of our Lord one thousand nine hundred and thirty-one.

Whereas, by his Last Will and Testament, dated the seventh day of October, nineteen hundred and twenty-nine, and left to be recorded among the Testamentary Records of Anne Arundel County in Liber G.T.C. No.1 folio 72, Hiram Stanley, late of Anne Arundel County, Maryland, deceased, devised unto Tennie Stanley, Maude Stanley Basil, Ralph C. Stanley and Martha Lambert Stanley (the last two named being minors)Trustees, as therein named their (personal representatives) heirs, executors, administrators and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

Now the Condition of the above Obligation is such, That if the above bound Tennie Stanley, Maude Stanley Basil and Tennie Stanley representing Ralph C. Stanley and Martha Lambert Stanley, minors, do and shall well and faithfully perform the trust reposed in them in and by the above Will mentioned and declared; and also, do and shall well and faithfully perform the trust reposed in them by said Will and observe the provisions of the Maryland Code of Public General Laws relating to Trustees and Receivers, then the above obligation shall be void; otherwise to be and remain in full force and virture in law.

Witness, the hand and seal of the said Tennie Stanley, Maude Stanley Basil and Tennie Stanley representing Ralph C. Stanley and Martha Lambert Stanley, and the corporate name of the said Fidelity and Deposit Company of Maryland, aubscribed by its Attorney in Fact and the corporate seal of the said Fidelity and Deposit Company of Maryland attested by the signature of its Assistant Secretary.

Signed,sealed and delivered
in the presence of
Laura R. Jickling

(Corporate)
(Seal)

Per Ridgely P. Melvin, Atty. in Fact.

Tennie Stanley (Seal)
Maude Stanley Basil (Seal)
Tennie Stanley (Seal)
Representing Ralph C. Stanley and
Martha Lambert Stanley, minors.

Fidelity and Deposit Company of Maryland.

Trustees Exhibit AA" Filed Sept. 29" 1931.

Articles of Amendment.

This is to Certify:

First: That the charter of the Coca-Cola Bottling Company of Annapolis, Maryland, Incorporated, a Maryland corporation having its principal office in the City of Annapolis, Maryland, is hereby amended by striking out all of paratraph "Eighth" and all of paragraph "Ninth" of the Certificate of Incorporation, and inserting in lieu thereof the following:

"Eighth: The Board of Directors of the Corporation is hereby empowered and directed to authorize the issuance of one thousand fully paid and non-assessable shares, without par value, of the preferred stock of the Corporation, and one thousand fully paid and non-assessable shares, without par value, of the common stock of the Corporation, to the following persons and for the following consideration, namely:

A. One hundred shares of said preferred stock to Mrs.Tennie Stanley for the fee simple, unencumbered title to the following real estate, namely: All those lots of ground, together with the buildings and improvements thereon, situate on Fifth Street, Annapolis, Maryland, which are mentioned and described in the following deeds, and the title to which, upon the death of the late Hiram Stanley, became vested in the said Tennie Stanley:

(1). Deed from Thomas Alexander and wife dated October 24, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W.No. 60 folio 429; and

(2) Deed from James A. Crandall and wife, dated October 24, 1923, and recorded among said Land Records in Liber W.N.W.No. 60 folio 432.

B. Nine Hundred shares of the said preferred stock, and one thousand shares of the said common stock, to Tennie Stanley and Maud Stanley Basil, and Tennie Stanley as representing Ralph Stanley and Martha Lambert Stanley, Minors, Trustees under the Last Will and Testament of Hiram Stanley, late of Anne Arundel County, Maryland, deceased, for all of the property, chattels, equipment, fixtures, book accounts, good will, and all other assets and property of the Coca-Cola Bottling business, heretofore conducted by the said Hiram Stanley, deceased, in the territory comprising Anne Arundel County and Calvert Counties in the State of Maryland.

The actual value of said consideration hereby fixed by the incorporators is not less than Sixty Thousand Dollars ($60,000.00).

Ninth: No authorization in reference to any further issuance of the stock of this Corporation shall be valid or effective unless and until approved by the Circuit Court for Anne Arundel County, Maryland."

Second: That the Board of Direction of the Corporation at a meeting duly convened and held on September 4, 1931, duly advised the amendment of the charter of the Corporation, hereinabove set forth, by passing a resolution declaring that said amendment is advisable and calling a meeting of stockholders to take action thereon.

Third: That the meeting of stockholders of the Corporation called by the Board of Directors of the Corporation, as aforesaid, was held in the City of Annapolis, Maryland, on September 24, 1931, pursuant to waiver of notice duly executed and filed with the records of the meeting, at which meeting, also, all of the stock of the Corporation was represented, and at said meeting the stockholders, by the affirmative vote of the holders of all of the shares of said Corporation, both common and preferred, duly adopted the amendment of the Charter hereinabove set forth.

In Witness Whereof, the Coca-Cola Bottling Company of Annapolis, Maryland, Incorporated, has caused these presents to be signed in its name and on its behalf by its President, and its corporate seal to be hereto attached and attested by its Secretary, on September 24th. 1931.

Attest:

Maude Stanley Basil
Secretary.

(Corporate)
(Seal)

Coca-Cola Bottling Company of
Annapolis, Maryland, Incorporated.
by Tennie Stanley, President.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this twenty-fourth day of September, 1931, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Tennie Stanley, President of the Coca-Cola Bottling Company of Annapolis, Maryland, Incorporated, a Maryland corporation, and in the name and on behalf of the Corporation acknowledged the foregoing Articles of Amendment to be the corporate act of the Corporation; and at the same time personally appeared Maude Stanley Basil, and made oath in due form of law that she was Secretary of the meeting of stockholders of the Corporation at which the amendment of the charter of the Corporation set forth in said Articles of Amendment was adopted, and that the matters and facts set forth in said Articles of Amendment are true to the best of his knowledge, information and belief.

Witness My Hand And Notarial Seal The Day And Year Last Above Written.

(Corporate) (Notary's) Laura R. Jickling
(Seal) (Seal) Notary Public

State Tax Commission of Maryland:

It is Hereby Certified, that the within instrument is a true copy of the Articles of Amendment of "Coca-Cola Bottling Company of Annapolis, Maryland, Incorporated", as received and approved by the State Tax Commission of Maryland September 28, 1931, at 1:20 o'clock P.M.

As Witness my hand and seal of the said Commission at Baltimore, this 28th day of September, 1931.

(Corporate) Albert W.Ward
(Seal) Secretary.

Petition of Trustees for authority to accept offer of Coca-Cola Bottling Company of Annapolis Maryland Incorporated, and order of Court thereon. Order Sept.29/31.--Filed Sept. 29,1931.

To The Honorable, The Judges of Said Court:

The petition of the Trustees of this estate, namely, Tennie Stanley and Maude Stanley Basil, and Tennie Stanley, representative of Ralph Stanley and Martha Lambert Stanley, minors, respectfully shows:

1. That according to paragraph "C" of the Last Will and Testament of Hiram Stanley, late of Anne Arundel County,deceased (filed in this cause as Exhibit No. 1), that portion of his estate, real and personal, comprising the Coca-Cola bottling business was left in trust, your petitioners being named as Trustees, and having qualified as such in pursuance of the order of this Honorable Court dated August 10, 1931, assuming jurisdiction of said trust.

2. That by said paragraph "C" of said Last Will and Testament, the Trustees (or a majority

of them) are given power to sell the property and assets of said Coca- Cola bottling business, provided any proposed sale have the approval of the Trust Officer named in said paragraph"C", to wit, the President of the State Capital Bank of the Eastern Shore Trust Company.

3. That at the time of the death of the said Hiram Stanley, and for several years prior thereto, the franchise for carrying on the said Coca-Cola bottling business in Anne Arundel County was in his name, personally, and consequently the said franchise expired with his death; that the head office of the Coca-Cola Company, at Atlanta, Georgia, the grantor of said franchise, has prescribed as the procedure and condition for obtaining a re-issue of the same that a corporation be formed to carry on the said business, as the said grantor was and is unwilling to again grant the franchise to an individual, and run the risk of having it lapse at any time upon the death of such holder.

4. That the possession of the franchise aforesaid being obviously a vital and indispensable adjunct of the said Coca-Cola business, your petitioners proceeded without delay to form the corporation indicated, so as to be in a position to receive the said franchise, all of which has been done with the direct concurrence of the proper officers of the grantor company, who have announced their readiness to issue said franchise to your petitioners' said corporation, which is named the "Coca-Cola Bottling Company of Annapolis, Maryland, Incorporated.

(A certified copy of the charter of said corporation and of the amendment thereto are filed herewith as "Exhibit "A").

5. That as shown by said charter, the three incorporators are your petitioners, Tennie Stanley and Maude Stanley Basil, together with Lee Stanley, who is a brother of the late Hiram Stanley, and that the five directors are these three incorporators and Messrs. Thaddeus C. Parker, who is the retired former manager of the Baltimore Coca-Cola Company, and G. Harvey Porter, President of The Industrial Corporation, Baltimore, Maryland.

These two last named Directors were asked by your petitioners to serve on the Board in order to give the benefit of their special knowledge and experience in the operation of this particular business; but your petitioners show that the control of the said corporation is, and will remain, exclusively in your petitioners as the holders of all of the stock of said corporation, in addition to having a majority of the said Board of Directors.

6. That the said corporation, by resolution passed in due form, has submitted to your pritioners an offer to purchase all of the property and assets of said Coca-Cola Bottling business, as shown by the inventory filed in this cause as Exhibits Nos. 2 and 3, at the price of Ninety Thousand Dollars ($90,000.00, and to pay for the same by the issuance to your petitioners of that amount of preferred stock, being nine hundred shares at the fixed valuation of $100.00 per share, together with all of the common stock of said corporation, the said offer having the added stipulation that no common stock (which alone has any voting power) shall ever be issued to any holder or holders except your petitioners, or their successors. In this way your petitioners, as Trustees of this estate, are guaranteed all of the dividends and net earnings of said corporation, and which will necessarily be received and accounted for by your petitioners under the direction of this Honorable Court. (A certified copy of said resolutuon is herewith filed as a part hereof, marked "ExhibitB").

7. That your petitioners, constituting all of the Trustees of this estate, have unanimously

decided that it is absolutely necessary for the carrying on of the said Coca-Cola bottling business, left by the Testator, Hiram Stanley, that the property and assets of said business be sold and transferred to the corporation aforesaid, because (1) in that way only can the re-issued franchise be obtained, and without the franchise the entire business would cease to exist; and (2) the said business, with the franchise in hand, has become such an extensive enterprise (covering now Calvert County, in addition to Anne Arundel County,) that it could be much more efficiently and successfully operated through corporate organization and methods than through the individuals composing the trusteeship.

8; That your petitioners have submitted this petition, embodying the aforesaid offer, to the Trust Officer named in paragraph "C" of the said Last Will and Testament of the said Hiram Stanley, to wit, the President of the State Capital Bank of the Eastern Shore Trust Company (Mr. W. Meade Holladay), and have received his approval of the same, and, specifically, and his approval, as required by said Last Will and Testament, to the sale of the property and assets of the Coca-Cola bottling business to the Coca-Cola Bottling Company of Annapolis, Maryland, Incorporated, as above set forth, to formally evidence which approval he herewith joins in the execution of this petition.

To The End, Therefore,

That an order be passed by this Honorable Court, authorizing your petitioners to accept the aforesaid offer of the Coca-Cola Bottling Company of Annapolis, Maryland, Incorporated, and to do all things that may be necessary or proper to consummate said sale.

And as in duty Bound, etc.

Tennie Stanley
Maude Stanley Basil
Tennie Stanley
Representing Ralph C. Stanley and
Martha Lambert Stanley.
W. Meade Holladay
President of State Capital Bank,
Trust Officer Named in Last Will
and Testament of Hiram Stanley, Deceased.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 29th day of September, 1931, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Tennie Stanley, Maude Stanley Basil, Tennie Stanley, representing Ralph C. Stanley and Martha Lambert Stanley, and W. Meade Holladay, President of the State Capital Bank, Trust Officer named in the Last Will and Testament of Hiram Stanley, deceased, and acknowledged the aforegoing petition to be their act and deed, respectively, and also that the matters and facts contained in the aforegoing petition are true, to the best of their knowledge and belief.

Witness My Hand And Seal Notarial.

(Notary's) Laura R. Jickling
(Seal) Notary Public

Upon the aforegoing petition, including, particularly, the approval of the President of the State Capital Bank of the Eastern Shore Trust Company, "Trust Officer", it is hereby Ordered this 29th day of September, 1931, that the Trustees hereinbefore named be and they are here

by authorized and empowered to accept the offer of the Coca-Cola Bottling Company of Annapolis, Maryland, Incorporated, for the said to said corporation, at the price and on the terms set forth in the offer attached to this petition as "Exhibit B", all of the property and assets of the Coca-Cola Bottling business and held by the late Hiram Stanley at the time of his death and/ or now belonging to his estate, and to execute all papers and to do all things necessary or proper to fully and effectually consummate said sale.

And Be It Further Ordered, that jurisdiction of this trust be retained for accounting by the Trustees in regular course, and for all other purposes, subject to the further orders of this Court.

Robert Moss, A.J.

Trustees' petition for authority to invest part of the funds of this estate, and order of Court thereon.--Filed Jany. 17th, 1933.

To The Honorable, The Judges of Said Court:

The petition of Tennie Stanley and Maude Stanley Basil, and Tennie Stanley, representing Ralph Stanley and Martha Lambert Stanley, Minors, Trustees in the above entitled case, respectfully shows:

(1). That all the assets of this estate consist of stock in The Coca-Cola Bottling Company of Annapolis, Maryland, Incorporated, and cash received from the Executors of the Estate of Hiram Stanley, deceased, all as shown in the accountings to be rendered in this Honorable Court.

(2). That your Petitioners, from the cash received from the said Executors of the Estate of Hiram Stanley, have on hand a balance of Thirty-five Hundred and Seven Dollars and Five Cents ($3,507.05), from which the officers of the Coca-Cola Bottling Company of Annapolis, Maryland, Incorporated, desire to borrow the sum of Fifteen Hundred Dollars ($1,500.00) as of November 22, 1932, and the sum of One Thousand Dollars ($1,000.00) as of January 10, 1933, the sums thus borrowed to be used exclusively for the necessary operations of said corporation, and the loans to be secured by promissory notes, duly executed by its proper officers for the period of six months from November 22, 1932, as to the Fifteen Hundred Dollar ($1,500.00) note, and six months from January 10, 1933, as to the One Thousand Dollar ($1,000.00)note, both to draw interest at the rate of six per cent per annum from their respective dates.

(3). Your Petitioners further show that the financial condition of this estate depends on the success of the said Corporation, and that, except in name and in formal set-up, they are practically identical.

(4). Your Petitioners further show that the cash of this estate is now deposited in a checking account in the State Capital Bank, and that it would be to the interest and advantage of this estate to have the same invested as above set forth, at the rate of six per cent per annum, thus producing an income from the cash on hand.

Wherefore, your Petitioners pray Your Honors to grant them authority and permission to draw from the funds of this estate the total sum of Twenty-five Hundred Dollars ($2,500.00) and to loan same to the Coca-Cola Bottling Company of Annapolis, Maryland, Incorporated, upon the security, and in the form, above indicated.

And as in Duty Bound, Etc.

Tennie Stanley

(Signatures continued forward)

Maude Stanley Basil
Tennie Stanley
Representing Ralph Stanley, and Martha Lambert Stanley, Minors, Trustees.

Ridgely P. Melvin
Solicitor for Trustees.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this ninth day of January, 1932, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Tennie Stanley and Maude Stanley Basil, and Tennie Stanley, representing Ralph Stanley and Martha Lambert Stanley, minors, Trustees, and made oath in due form of law that the matters and things stated in the aforegoing petition are true, as therein set forth.

Witness My Hand and Seal Notarial.

(Notary's) (Seal) Laura R. Jickling
Notary Public.

The undersigned being familiar with the Coca-Cola Bottling Company of Annapolis, Maryland, Incorporated, and with the business and affairs carried on by it, and having acted as appraisers of the estate of the late Hiram Stanley, the proprietor of the said Coca Cola business in Annapolis, hereby respectfully recommend to the Court the granting of the aforegoing petition as the same is considered to be to the advantage of all parties concerned, and especially to the infants in this case, the security offered for said loans being adequate, in the opinion of the undersigned.

Francis M. Lazenby
Charles F. Lee

Upon the aforegoing petition, and certificate , it is hereby Ordered this 17th day of January, 1933, by the Circuit Court for Anne Arundel County that the Trustees in the above entitled case be, and they are, hereby granted authority and permission to draw from the funds of this estate the sum of Twenty-five Hundred Dollars ($2,500.00), and to loan the same to the Coca-Cola Bottling Company of Annapolis, Maryland, Incorporated, upon the security of the two promissory notes of said corporation mentioned in the aforegoing petition.

Nicholas H. Green, A.J.

Trustees' First Report and Account--Filed Nov. 28th 1934.

To The Honorable, The Judges of Said Court:

The First Report of Tennie Stanley and Maude Stanley Basil, and Tennie Stanley, representing Ralph Stanley and Martha Lambert Stanley, Trustees of this estate, respectfully shows:

(1). That the assets of this estate consist of the following items:

A. Capital stock of the Coca-Cola Bottling Company of Annapolis, Maryland, Incorporated, in the amount of Ninety Thousand Dollars ($90,000.00), made up of nine hundred shares of the par value of One Hundred Dollars ($100.00) per share:

B. Cash received from the administration of the estate of Hiram Stanley, the amount of which was Two Hundred and Thirty-five Dollars and Sixty-six Cents ($235.66);

C. Open accounts due the estate of Hiram Stanley in the total amount of Six Thousand and Ninety-seven Dollars and One Cent ($6,097.01).

(2). That up to the time of the filing of this report, no dividends have been paid on the stock of the Coca-Cola Bottling Company of Annapolis, Maryland, Incorporated, but collections

have been made of the open accounts held as part of the corpus of this estate to the extent of Forty-one Hundred and Eighty-Four Dollars and Sixteen Cents ($4,184.16), leaving open accounts in the amount of Nineteen Hundred and Twelve Dollars and Eighty-five Cents ($1,912.85) which your Trustees have been unable to collect.

(3). That under the authority of this Honorable Court conferred by its order of January 7, 1933, the said Trustees loaned to the Coca-Cola Bottling Company of Annapolis, Maryland, Incorporated, the sum of Twenty-five Hundred Dollars ($2,500.00) was repaid to the Trustees under date of August 19, 1933, together with interest thereon in the amount of One Hundred Dollars and Ten Cents ($100.00);

(4). That the only other income received by the Trustees to date of October 5, 1934, was the sum of Thirty-eight Dollars and Fifty-five Cents ($38.55), being interest at two and one-half per cent on the funds of this estate on deposit in savings account in bank.

(5). These Trustees submit herewith the following statement of their receipts and disbursements to date of October 5, 1934;

Receipts

Cash received from Executors of Estate of Hiram Stanley	$235.66
Amount collected by Trustees from open accounts received from Executors of Estate of Hiram Stanley	4,184.16
Interest paid by Coca-Cola Bottling Company of Annapolis, Maryland, Inc.,on note of $1,500.00 to 8/19/33	65.80
Interest paid by Coca-Cola Bottling Company of Annapolis, Maryland, Inc., on note of $1,000.00 to 8/19/33	34.30
Interest on Bank deposits	38.55
Total Receipts	$4,558.47

Disbursements

7/24/31	Fidelity & Deposit Co. of Maryland-premium on Trustees' bond	$ 220.00
9/13/32	Fidelity & Deposit Co. of Maryland-premium on Trustees' bond for year 7/24/32	146.67
11/19/32	Coca-Cola Bottling Co. of Baltimore Invoice for syrup shipped 7/6/31, which should have been paid by Executors of Hiram Stanley, all profits from said business having been distributed to Trustees to date of October 1, 1931	530.40
9/15/30	Fidelity & Deposit Co. of Maryland - premium on Trustees' bond for year July, 24,1933	146.67
10/5/34	Fidelity & Deposit Co. of Maryland - premium on Trustees' bond for year 7/24/34	146.12
Tax on checks		.12
	Total disbursements	$1,190.53

Summary

10/10/34	Total receipts to date	$4,558.47
10/10/34	Total disbursements to date	1,190. 53
	Cash balance	$3,367.94

(6). These Trustees respectfully submit unto Your Honors that there remain in the hands of these Trustees open accounts in the amount of Nineteen Hundred and Twelve Dollars and Eighty-five Cents ($1,912.85), which said accounts formed part of the assets of this estate received by the Trustees from the Executors of Hiram Stanley, deceased; that although more than three years have elapsed since the said accounts were received by these Trustees, and they have made diligent efforts to collect the same, they have been unable to do so, and must, therefore, report these accounts as being uncollectible.

Wherefore, these Trustees respectfully petition the Court to grant them authority to charge off the said uncollectible open accounts in the amount of $1,912.85, aforesaid; and also pray the Court to pass an order herein, ratifying and confirming this their first report and account.

Respectfully submitted,
Maude Stanley Basil
Tennie Stanley
Tennie Stanley
Representing Ralph Stanley and
Martha Lambert Stanley, Trustees.

Ridgely P. Melvin
Solicitor for Trustees

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 27th day of November, 1934, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Tennie Stanley and Maude Stanley Basil, and Tennie Stanley representing Ralph Stanley and Martha Lambert Stanley, Trustees, and made oath in due form of law that the matters and things stated in the aforegoing report and account are true, as therein set forth.

Witness my Hand and Seal Notarial.

(Notary's) Laura R. Jickling
(Seal) Notary Public

Upon the aforegoing report and account, it is hereby Ordered, this 14th day of December, 1934, by the Circuit Court for Anne Arundel County, in Equity, that Tennie Stanley and Maude Stanley Basil, and Tennie Stanley representing Ralph Stanley and Martha Lambert Stanley, Trustees of this estate, be and they are hereby authorized and empowered to charge off the open accounts received by them from the Estate of Hiram Stanley, as part of the assets of this estate, which accounts are uncollectible; and it is hereby further Ordered that the first report and account of the said Trustees be ratified and confirmed, unless cause to the contrary 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.

Wm. Henry Forsythe, Jr.

Trustees' Second Report and Order of Court Thereon.--Filed Jany. 18,1937

To The Honorable, The Judges of Said Court:

The Second Report of Tennie Stanley and Maude StanleyBasil, and Tennie Stanley, representing Ralph Stanley and Martha Lambert Stanley, Trustees of this estate, respectfully shows:

(1). That at the time of filing their First Report herein, namely, October 5,1934, there remained in the hands of your Trustees the sum of Thirty-three Hundred and Sixty-Seven Dollars

and Ninety-five Cents ($3,367.94), representing their cash balance, in addition to which the said Trustees also held nine hundred shares of the par value of One Hundred Dollars ($100.00) each, of the capital stock of the Coca-Cola Bottling Company of Annapolis, Maryland, Incorporated.

(2). That no dividends have been paid on said stock up to the time of filing this report.

(3). That since the date of filing of their first report, the Trustees have received the following income, namely:

Receipts

10/15/34	Refund received from the Consolidated Gas, Electric Light & Power Co.	$ 66.40
	Interest to date on savings accounts	105.85
	Amount collected on old accounts receivable, received from the Executors of Hiram Stanley, and charged off in accordance with Court order of December 14,1934	8.25
	Total receipts	$180. 50

(4). That since the date of filing their first report, the Trustees have paid the following items, namely:

Disbursements

10/10/34	Capital-Gazette Press, Inc., publishing order nisi on report	$ 9.75	
10/18/35	Fidelity & Deposit Co. of Md.- premium on Trustees' bond	146.67	
7/28/36	Fidelity & Deposit Co. of Md.- premium on Trustees' Bond	146.67	
	Total disbursements	$303.09	

Summary

10/10/34	Balance in hands of Trustees	$3,367.94	
9/15/36	Total receipts to date	180.50	
9/15/36	Total disbursements to date		$303.09
	Cash balance		3,245.35
		$3,548.44	$3,548. 44

(5). These Trustees further report that the cash balance of Thirty-two Hundred and Forty-five Dollars and Thirty-five Cents ($3,245. 35) is deposited as follows:

Farmers National Bank (Savings)	$2,723.41
County Trust Company (Checking)	521.94
Total	$3,245.35

And the said Trustees accordingly pray the Court to pass an order in this cause referring the above report and account and the papers in the case to an Auditor to state an account and report to the Court.

And as in Duty Bound, Etc.

Tennie Stanley

Maude Stanley Basil

Tennie Stanley

Representing Ralph Stanley and Martha Lambert Stanley, Trustees

Ridgely P. Melvin

Solicitor for Trustees

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 27th day of September, 1936, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Tennie Stanley and Maude Stanley Basil, and Tennie Stanley, representing Ralph Stanley and Martha Lambert Stanley, Trustees, and made oath in due form of law that the matters and things stated in the aforegoing report are true, as therein set forth.

Witness my Hand and Seal Notarial.

(Notary's) Laura R. Jickling
(Seal) Notary Public

Ordered by the Court this 30" day of September, 1936, that the aforegoing Report and the papers in the case be referred to an Auditor to state an Account and Report to the Court as prayed.

Linwood L. Clark, Judge.

The corpus of the Estate as above stated, except certain charges duly authorized by the Court and fully shown by Orders of Court, corresponds with the last Report of the Trustees filed the 5th day of October, 1934.

Noah A. Hillman, Auditor of
Circuit Court for Anne Arundel County.

Report of Auditor

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

The Auditor reports to the Court that he has examined and verified the report of the Trustees filed in this cause, in accordance with Equity Rule No. 20 of this Court, and finds that said Report is correct as filed, except as follows: no exceptions

And the Auditor charges Eight ($8.00) Dollars for his fee

Respectfully Submitted,

Noah A. Hillman, Auditor.

Final Order

Ordered by the Circuit Court for Anne Arundel County, in Equity, this day of 16", 1937, that the aforegoing Report of the Trustees be and the same is hereby finally ratified and confirmed.

Linwood L. Clark, Judge.

Certificate of Publication--Filed Jany. 18, 1937

Annapolis, Md., September 19, 1936

We hereby certify, that the annexed Order of Publication-No 6090 Equity-Trust Estate of Hiram Stanley was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of January, 1935. The first insertion being made the 15th day of December, 1934.

The Capital-Gazette Press, Inc.
By Adaline S. Moss.

Petition of Trustees for authority to vote stock of Coca-Cola Bottling Co. of Annapolis, Md., Inc., to effect change in the provisions of said stock. Order of Court Thereon.

Order Oct. 31st. 1936. Filed Nov. 2" 1936

To The Honorable, The Judges of Said Court:

The petition of Tennie Stanley, Maude Stanley Basil, Ralph C. Stanley, and Tennie Stanley, minor, respectfully shows:

(1). That according to paragraph C of the Last Will and Testament of Hiram Stanley, late of Anne Arundel County, deceased, filed in this cause as Exhibit No. 1, that portion of his estate, real and personal, comprising the Coca-Cola Bottling Company business was left in Trust, the Trustees being named in said Will as follows: "Tennie Stanley, my wife, Maude Stanley Basil, my second daughter, Ralph C. Stanley, the only son, and Martha Lambert Stanley. The last two are minors as yet.

Their mother shall represent them until they have become of age."

(2). That the said adult Trustees, namely, Tennie Stanley and Maude Stanley Basil, and Tennie Stanley representing Ralph C. Stanley and Martha Lambert Stanley, duly qualified as such in pursuance of the order of this Honorable Court dated August 10, 1931, assuming jurisdiction of said trust.

(3). That by said Paragraph C of said Last Will and Testament, the Trustees, or a majority of them, were given power to sell the property and assets of the Coca-Cola Bottling Company business, under certain conditions, and that in pursuance of said power, and after having complied with all of said conditions, the said Trustees sold the entire property and assets of the Coca-Cola Bottling business to a corporation formed at that time known as "The Coca-Cola Bottling Company of Annapolis, Maryland, Incorporated," all of the proceedings relating to said sale and in complete consummation thereof having been duly reported to, and authorized and confirmed by, this Honorable Court, as by reference to the proceedings in this cause (#6090 Equity) will more fully appear.

(4). Your Petitioners show, especially, in this connection that all of the stock, both common and preferred, of the said Corporation was stipulated to be held by the said Trustees, and that said stipulation was the main condition upon which the said sale to said Corporation was authorized; and your Petitioners further show that the entire purchase price paid by the Corporation to said Trustees for all of the property and assets comprising the said Coca-Cola Bottling Business ($90,000.00) was in the form of preferred stock of the Corporation in that amount, together with the full amount of the authorized issue of common stock, namely, one thousand shares, it being further stipulated and agreed as one of the conditions and inducements of said sale, that the said Corporation would not issue any common stock to any other person, firm or corporation, but that all of said common stock should be held only by the said Trustees, or their successors, and that no increase in, or other issue of, common stock would be authorized. A further stipulation in said connection was that "a valuatuon of One Hundred Dollars ($100.00) per share has been placed on said preferred stock according to the by-laws of this Corporation, which is a guaranteed minimum and will draw interest at the rate of six per cent per annum, payable semi-annually." (See certified copy of Resolution marked "Trustees' Exhibit B" filed herewith).

(5). That in pursuance of the authority and agreements aforesaid, the said Corporation, being controlled absolutely by the said Trustees, proceeded to function, and has continued to function, ever since as a successful going concern and has gradually built up a surplus, as shown by its financial statement hereto attached as a part of this petition. Your Petitioners show, especially, however, that in order for the said Corporation to make progress and accummulate a surplus, its officers (who are the Trustees) did not call for the payment of

the interest on the preferred stock as stipulated in Trustees' Exhibit B, supra, but voluntarily relinquished their right to collect the same and allowed it to remain in the assets of the said business, all of which was done by unanimous agreement of the said Trustees as officers of the Corporation.

(6). That your Petitioners, as the Trustees aforesaid, have further agreed, subject to the approval of this Honorable Court, that it would be sound business policy and to the interest of this estate, to eliminate the mandatory requirement of paying interest on the preferred stock, and to substitute therefor a stipulation that the said stock should pay dividends in such amount, and on such terms, as the said stockholders (the Trustees) shall from time to time authorize and direct, that being the intention and interpretation as to said Resolution Exhibit "B" at the time the same was adopted.

To that end, the Trustees now respectfully pray authority from this Honorable Court to vote the stock of the said Corporation in such way as to accomplish the above purposes, and to do all things necessary and proper to give full effect to the same; and further pray Your Honors to include in the order granting the authority aforesaid, the ratification of the action heretofore taken by your Petitioners in not collecting the past interest on the said preferred stock.

And as in Duty Bound, etc.

Tennie Stanley
Maude Stanley Basil
Ralph C. Stanley
Tennie Stanley
Representing Martha Lambert Stanley, Trustees

Ridgely P. Melvin
Solicitor for Trustees.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 27th day of October, 1936, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Tennie Stanley, Maude Stanley Basil, Ralph C. Stanley, and Tennie Stamley representing Martha Lambert Stamley, Minor, Trustees, and made oath in due form of law that the matters and things stated in the aforegoing petition are true, as therein set forth.

Witness my Hand and Seal Notarial.

(Notary's) Laura R. Jickling
(Seal) Notary Public

Upon the aforegoing petition and affidavit, it is hereby Ordered this 31st day of October, 1936, by the Circuit Court for Anne Arundel County, in Equity, that Tennie Stanley, Maude Stanley Basil, Ralph C. Stanley and Tennie Stanley, representing Martha Lambert Stanley, Minor, Trustees, be and they are hereby authorized and empowered to vote the stock of The Coca-Cola Bottling Company of Annapolis, Maryland, Incorporated,-all of which stock is continued to be held entirely by the said Trustees,-in such way as will eliminate the existing requirement for the payment of interest on the preferred stock of said corporation, and to make said stock subject to the declaration of such dividends as the said stockholders (as Trustees) shall from time to time determine, as provided in said certificate of preferred stock. And it is further Ordered that the action of the said Trustees in not collecting from said Corporation past interest on the said preferred stock be and the same is hereby ratified.

Linwood L. Clark, Judge.

Assets and Liabilities as of Dec. 31, 1935

Assets		
Cash	$ 15,953.06	
Notes Receivable	2,585.00	
Accounts Receivable	4,926. 60	
Inventories	8,983.66	
Investments	250.59	
Deferred Charges;		
Prepaid Insurance	808.32	
Buildings	17,167.61	
Machinery & Equipment	23,356.50	
Furniture & Fixtures	869.45	
Trucks	8,905.12	
Land	5,866.66	
Treasury Stock	10,000.00	
Orange Crush Franchise	1,500.00	
Coca-Cola Franchise	156,554.37	
Suspense Account	192.56	$257,919.50

Liabilities		
Notes Payable	1,350.00	
Accounts Payable	4,076.07	
Reserve for Depc'n-Treasury Stock	8,000.00	
" " " Building, Machinery Trucks, etc.	26,665.48	
Capital Stock-Common	100,000.00	
" " Preferred	100,000.00	
Surplus	17,827.95	$257,919.50

Trustees' Third Report and Order of Court Thereon--Filed January 31st 1939

Auditor's Report & Account thereon--Filed Feby. 7" 1939.

To The Honorable, The Judges of Said Court:

The Third Report of Tennie Stanley, Maude Stanley Basil, Ralph C. Stanley, and Tennie Stanley, representing Martha Lambert Stanley, Trustees of this estate, respectfully shows:

(1). That at the time of filing their Second Report herein, namely, October 30, 1936, their remained in the hands of your Trustees the sum of Thirty-two Hundred and Forty-five Dollars and Thirty-five Cents ($3,245.35), representing their cash balance, in addition to which the said Trustees also held nine hundred shares of the par value of One Hundred Dollars ($100.00) each, of the capital stock of the Coca Cola Bottling Company of Annapolis, Maryland Incorporated.

(2). That since the filing of Trustees' Second Report dividends have twice been declared on said stock - Five Thonsand Dollars ($5,000.00) having been declared on January 1,1937, and

Six Thousand Dollars ($6,000.00) on January 1,1938.

(3). That since the date of their said first report, the Trustees have received the following income, namely:

Receipts

1/5/37	Dividend on stock of Coca-Cola Bottling Co. of Annapolis, Md.	$5,000.00
	Interest on savings accounts	145.27
	Amount collected from Seaside Park account	155.00
12/22/37	Dividend on stock of Coca-Cola Bottling Co. of Annapolis, Md.	6,000.00
	Total receipts	$11,300,27

(4). That since the date of filing their first report, the Trustees have paid the following items, namely:

Disbursements

1/5/37	Tennie Stamley - dividend on stock	$ 2,500.00
	Maude Stanley Basil - Stock dividend	833.33
	Ralph C. Stanley - " "	833.33
	Martha L. Stanley - " "	833.34
1/5/37	Ridgely P. Melvin -services to date	100.00
2/19/37	Noah A. Hillman - Auditor's fee	8.00
7/19/37	Fidelity & Deposit Co. of Maryland - premium on Trustee's bond	146.67
12/22/37	Tennie Stamley - stock dividend	3,000.00
	Maude Stanley Basil - "	1,000.00
	Ralph C. Stanley - "	1,000.00
	Martha L. Stanley - "	1,000.00
7/7/38	Fidelity & Deposit Co. of Maryland - premium on Trustee's Bond	146.67
	Total disbursements	$11,401.34

Summary

10/5/36	Balance in hands of Trustees	$3,245.35	$
10/5/38	Total receipts to date	11,300.27	
10/5/38	Total disbursements to date		11,401.34
	Cash balance		3,144.28
		$14,545.62	$14,545.62

(5). These Trustees further report that the cash balance of Thirty-one Hundred and Forty-Four Dollars and Twenty-seven Cents ($3,144.27) is deposited as follows:

Farmers National Bank (Savings)	$3,023.68
County Trust Company (Checking)	120.60
Total	$3,144.28

And the said Trustees accordingly pray the Court to pass an order in this cause referring the above report and and account and the papers in the case to an Auditor to state and account and report to the Court.

And as in Duty Bound, Etc.

Tennie Stanley

Maude Stanley Basil

Ralph C. Stanley

Tennie Stanley

Representing Martha Lambert Stanley, Trustees

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 31st day of December, 1938, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Tennie Stanley, Maude Stanley Basil, Ralph C. Stanley, and Tennie Stanley representing Martha Lambert Stanley, Trustees, and made oath in due form of law that the matters and things stated in the aforegoing report are true, as therein set forth.

Witness my Hand and Seal Notarial.

(Notary's) Laura R. Jickling
(Seal) Notary Public

Ordered by the Court this 30th day of January, 1939, that the aforegoing Report and the papers in the case be referred to an Auditor to state an Account and Report to the Court as prayed.

Ridgely P. Melvin, Judge.

The corpus of the Estate as above set forth corresponds with the last Report of the Trustees filed October 30, 1936.

Laura R. Jickling, Auditor.

Report of Auditor

To The Honorable, The Judges of the Circuit Court For Anne Arundel County:

The Auditor reports to the Court that she has examined and verified the report of the Trustees filed in this cause, in accordance with Equity Rule No. 20 of this Court, and finds that said Report is correct as filed, except as follows:

No Exceptions.

And the Auditor charges Eight Dollars ($8.00) for her fee.

Respectfully submitted,

Laura R. Jickling , Auditor.

Final Order

Ordered by the Circuit Court for Anne Arundel County, in Equity, this 13th day of February, 1939, that the aforegoing Report of the Trustees be, and the same is, hereby finally ratified and confirmed.

Ridgely P. Melvin
Judge.

Frank Arnold, Assignee	:	No.7188 Equity.
vs.	:	In the Circuit Court of
Amanda Teal and Cecil A. Teal ,her husband	:	Anne Arundel County.

Mr. Clerk:-

Please docket the above entitled case and approve bond of Assignee.

Frank Arnold, Assignee.

Mortgage--Filed June 4th. 1936.

This Mortgage, Made this 5th day of February in the year onethousand nine hundred and twenty-nine, between Amanda Teal, Cecil A. Teal her husband of Anne Arundel County, in the State of Maryland, Mortgagors, and the Home Building Association of Brooklyn, Incorporated, a body corporate of the State of Maryland, Mortgagee.

Ex

Whereas, the said Mortgagors being members of the said body corporate have received therefrom an advance of Forty-six- Hundred Dollars, on forty-six shares of stock, being the balance of the purchase money for Lots 12 to 19 both inclusive, 31 to 38 both inclusive. hereinafter described , 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 Mortgagors do grant and convey unto the Home Building Association of Brooklyn, Incorporated, its successors and assigns, all those lots of ground situate, lying and being in Third Election District of Anne Arundel County, in said State, and designated as Lots Nos. 12 to 38 both inclusive, in Section C on the plat of the Subdivision of Oot No. 46 of Outing Park, said plat being recorded in Plat Book G.W.No. 1, folio 134; said lots lying at the southwest corner of the County Road called Outing Avenue and Shore Road, with a frontage on Outing Avenue southerly of three hundred seventy-two and seventy-six one-hundredths feet and a depth westerly on Shore Road of two hundred feet more or less to the east side of a twenty foot road as shown on said plat.

Being the same lots of ground that were granted and conveyed to the said Mortgagors by two deeds, the first from Frederick Sarbacher and wife to Amanda Teal under her then name of Amanda George, dated August 20, 1917, recorded in Liber G.W.No. 140, folio 105, and the second from August Sommer to said Mortgagors of even date herewith, intended to be recorded immediately prior hereto.

Together with the improvements thereon and the rights and appurtenances thereto belonging or in any wise appertaining.

To Have and to hold the above granted property unto and to the use of the Home Building Association of Brooklyn, Incorporated, its successors and assigns, in fee simple .

If, However, the said Mortgagors shall made the payments and perform the covenants herein on their part contained, this Mortgage shall be void.

And the said Mortgagors for themselves, their heirs, executors, administrators and assigns, covenant with the said Home Building Association of Brooklyn, Incorporated, its successors and assigns, to pay and perform as follows, that is to say: To pay the Mortgagee, its successors and assigns, weekly the sum of twenty-five cents on each of said forty-six shared of stock as dues, until the combined payment of dues shall amount to One Hundred Dollars for each of said forty-six shares, and also to pay weekly the sum of twelve cents for

each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of One Hundred Dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said Home Building Association of Brooklyn, Incorporated, which are made a part hereof, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all water rent and taxes and all other public dues, charges, rents and assessments for which the peoperty hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public charges and the insurance upon said property, the said Mortgagors hereby covenant to pay to the said Mortgagee the further sum of Ninety-eight Cents 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 insurance upon said property, with the understanding that should said sum in any year during the continuance of this Mortgage be insufficient to pay said taxes, water rent and other public dues and charges and the said insurance upon said property, that the said Mortgagors will on demand pay the difference to the said Mortgagee, but should the sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then the said excess shall be credited by the said Mortgagee, on the fines, interest and principal due on said mortgage debt: also to pay all fines that may be imposed on them by the said Mortgagee in accordance with its Articles 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 to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

And in the event of the transfer or change of ownership of the said property hereby mortgaged, without the written consent of the said Mortgagee, its successors and assigns, the whole mortgage debt intended hereby to be secured shall become due and demandable and shall be in default and this Mortgage may be foreclosed as hereinafter provided.

And it is agreed, that until default is made the said Mortgagors may retain possession of the mortgaged property.

And it shall be lawful for the said Home Building Association of Brooklyn, Incorporated, its successors and assigns, or Thos. Burling Hull, its Attorney or Agent, at any time after default in any of the conditions of this Mortgage shall have continued for Four weeks, 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 and assigns, may be deemed expedient; and in the event of sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of twenty-five dollars and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court havihg 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 nor; 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.

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 decree 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 and agree to pay; and the said Mortgagee, its successors and assigns, or Thos. Burling Hull, their 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.

Witness the hands and seals of the said Mortgagors.

Test: Amanda Teal (Seal)

Camille F. Blakeney Cecil A. Teal (Seal)

State of Maryland, Baltimore City, To Wit:

I Hereby Certify, that on this 5th day of February, 1929, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Amanda Teal and Cecil A. Teal, her husband the Mortgagors named in the aforegoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Thomas Burling Hull, Agent of said Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth, and that he is the agent of said Mortgagee for the purpose of making this affidavit.

As Witness my hand and Notarial Seal.

(Notary's) Camille F. Blakeney

(Seal) Notary Public.

For the purpose of foreclosure the Home Building Association of Brooklyn, Inc. assigns the within mortgage to Frank Arnold

As witness the corporate seal of the said body corporate and the signature of William G. Lehr its President this 2nd day of June, 1936.

Test: The Home Building Association

Minnie D. Grolman (Corporate) of Brooklyn, Inc.

(Seal) By Wm. G. Lehr, Pres.

Received for Record 4 day of June, 1936, at 12 o'clock M. and same day recorded in Liber F.S.R. No. 43, Fol. 269, Land Records of Anne Arundel County.

Frank A. Munroe, Clerk.

Bond--Filed and Approved June 4th 1936.

Know All Men by these Presents

That we, Frank Arnold, Baltimore, Maryland, Assignee, and Indemnity Insurance Company of North America, a Corporation of the State of Pennsylvania, Philadelphia, Pennsylvania, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five 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 3rd day of June in the year nineteen hundred and thirty six.

Whereas, the above named Frank Arnold by virtue of the power contained in a mortgage from Amanda Teal and Cecil A. Teal, her husband, to Home Building Association of Brooklyn, Inc. bearing date the 5th day of February nineteen hundred and twenty nine and recorded among the Mortgage Records of Anne Arundel County, in Liber F.S.R. No. 43 Folio 266 and Frank Arnold 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 Frank Arnold 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
James H. Cupit.

(Corporate)
(Seal)

Frank Arnold. (Seal)
Indemnity Insurance Company of
North America.
By S.A.Fowler
Attorney-in-Fact.

Statement of Mortgage Claim--Filed 10th June , 1936.

Statement of the Mortgage Claim of Frank Arnold, Assignee under the mortgage from Amanda Teal and Cecil A. Teal, her husband to Home Building Association of Brooklyn, Inc. dated the 5th day of February, 1929, and recorded among the Land Records of Baltimore Anne Arundel County in Liber F.S.R.No. 43 Folio 266 and duly short assigned to said Frank Arnold June 2, 1936 and recorded among said Land Records of Anne Arundel County

Amount of Loan	$4600.00	
Less total amount of dues paid	414.02	$4185.98
Expense Account:		
Total amount over paid out of the Expense Account by the Association		125.26
		4311.24
Add-Interest for 108 weeks from May 28, 1934 to June 1, 1936 at $5.04 per weeks		544.32
Balance		$4855.56

Note: 1936 taxes not paid.

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 9th day of June in the year nineteen hundred and thirty-six, before me, the subscriber a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Frank Arnold, Assignee the plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just 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's) Minna D. Grolman
(Seal) Notary Public.

Report of Sale--Filed July 6th. 1936

To The Honorable Judge of the Circuit Court of Anne Arundel County:

The Report of Sale of Frank Arnold, of Anne Arundel County, Assignee under the power of sale contained in the mortgage from Amanda Teal and Cecil A. Teal, her husband, dated February 5, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 43, folio 266 filed in the above entitled cause respectfully shows, that after giving corporate bond which was duly approved, and filing statement mtge. claim and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Southern Maryland Times weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Assignee did pursuant to said notice on the second day of July 1936 at--- o'clock M., attend on the premises and then and there sold all the Real Estate described in said mortgage, being lots 12 to 38 both inclusive in Section C on the plat of the Subdivision of Lot No. 46 of Outing Park recorded among the Plat Records of Anne Arundel County in Plat Book G,W.No. 1 folio 134 unto the Home Building Association of Brooklyn, Inc. at and for the price of thirty-two hundred dollars, it being the highest bidder therefor.

Respectfully submitted,

Frank Arnold, Assignee

State of Maryland, City of Baltimore, Sct:

I Hereby Certify, That on this 3rd day of July, 1936 before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Frank Arnold, Assignee and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and notarial seal.

(Norary's) Minna D. Grolman
(Seal) Notary Public.

Advertisement of Sale.

Assignee's Sale of Valuable Improved Real Estate, situate in Green Haven, in the Third Election District of Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from Amanda Teal and Cecil A. Teal, her husband, dated the fifth day of February, 1929, and recorded among the land records of Anne Arundel County in Liber F.S.R.No. 43, folio 266, etc., (default having occurred in said mortgage), the undersigned assignee will offer at public sale on the premises on Thursday, July 2,1936 at 1:00 O'clock P.M.

All the following property, to wit: Lots 12 to 38, inclusive, in Section C of the Subdivision of Lot No. 46 of Outing Park (now known as Green Haven) said plat being recorded

among the Land Records of Anne Arundel County in Plat Book G.W.No.1, folio 134; said lots lying at the southwest corner of the County road called Outing Avenue and Shore Road, with a frontage on Outing Avenue southerly of 372.76 feet, and depth westerly on Shore Road of 200 feet more or less, to the east side of a twenty-foot road as shown on said plat.

Improved by a large dwelling house and store, combined; a gasoline filling station, a private garage, and other outbuildings.

Terms of Sale: Cash. A deposit of $300 will be required of the purchaser at the time and place of sale; balance to be secured to the approval of the assignee, and to bear interest at the rate of six per cent, per annum until the day of settlement.

Taxes to be adjusted to day of sale.

R.M.Baker & Company, Inc., Auctioneers, Frank Arnold,

207 N.Calvert St., Baltimore, Md. Assignee.

Glen Burnie, Md., Annapolis Office.

This is to Certify, That the annexed advertisement of Assignee's Sale, was inserted in The Southern Maryland Times, a weekly newspaper published in Anne Arundel County, Maryland, once a week for Four successive weeks before the 2nd day of July, 1936; that is to say, the same was inserted in the issues of June 5,12,19,26, 1936.

The Southern Maryland Times

By Thomas L. Christian,

Business Manager.

(ORDER NISI)

Ordered, this 6th day of July, 1936, That the sale of the property mentioned in these proceedings made and reported by Frank Arnold, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 8th day of August next; Provided,a copy of this Order be inserted in some newspaper published in Anne Arundel County, onee in each of three successive weeks before the 8th day of August next.

The report states that the amount of sales to be $3,200.00.

Frank A. Munroe, Clerk.

Certificate of Publication.

Glen Burnie, Md.

This is to Certify, That the annexed advertisement of Order Nisi was inserted in The Southern Maryland Times, a weekly newspaper published in Anne Arundel County, Maryland, once a week for three successive weeks before the 8th day of August 1936; that is to say, the same was inserted in the issues of July 10, 17, 24, 1936.

The Southern Maryland Times

By Thomas L. Christian

Business Manager.

Ordered By The Court, This ---------day of ------,19-- that the sale made and reported by the Assignee aforesaid, be and the same --- 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 Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Exceptions To Ratification Of Sale--Filed July 31st. 1936.

Amanda Teal and Cecil A. Teal, Mortgagors in the Mortgage filed in this proceeding, by Noah A. Hillman, their Attorney, except to the ratification of the Mortgage sale reported in this case because:

1st. That the sale as made and reported was not fairly made.

2nd. That there was no competition at the sale and that the property was bought in by the Home Building Association of Brooklyn, the Mortgagee.

3rd. That the sale made and reported is inadequate.

4th. That the sale was not properly or fairly advertised.

5th. That the Mortgagee foreclosed the Mortgage after having made an agreement to accept bonds from the Homeowners Loan Corporation.

6th. And for other good and sufficient reasons to be shown at the hearing hereof.

Amanda Teal — Noah A. Hillman

Cecil A. Teal — Solicitor for Exceptants.

Opinion and Order By Linwood L. Clark, Judge, October 3rd, 1936.

Sustaining Exceptions to first sale, July 2/36.---Filed Oct. 3rd. 1936.

This hearing is on exceptions to the ratification of a sale made by Frank Arnold, Assignee of Mortgage. The record shows that on February 5th, 1929, Amanda Teal and Cecil A. Teal, her husband, executed a mortgage to the Home Building Association of Brooklyn, Inc., on certain property divided into lots and laid out as such on a Plat known as Outing Park now known as Green Haven, in Anne Arundel County, a well populated summer water-front resort. The mortgage being in default, an application for re-financing through the Home Owner's Loan Corporation was made by the Teals at the request of the Association. Waivers of certain judgments against the exceptants were obtained and recorded prior to the date set by the Home Owner's Loan Corporation for settlement, June 5th, 1936, but Association failed to have a representative at the place of settement and refused to go through with the matter. The Association had previously agreed to accept H.O.L.C. bonds and a second mortgage in payment and satisfaction of the existing mortgage debt. It had signed an agreement to that effect which had never been revoked. In accordance with the terms of said agreement, revocation required "10 da ys written notice to the State Manager of the H.O.L.C." Thereafter on June 4th, 1936, the Association by assignment to Frank Arnold filed foreclosure proceedings in this Court, the sale to be held on the premises June 2nd, 1936. Just prior thereto the Teals came into possession of some property in the County under a Will.

The testimony refers to this fact, and exceptant's Counsel in argument assigned this as a reason for the refusal of said mortgagee to conform to the terms of the agreement with the H.O.L.C.

The grounds of the exceptions are:-

1. That the sale was not fairly made.
2. That the sale was for an inadequate and grossly unfair amount.
3. That the sale was not fairly or properly advertised; and for other reasons to be assigned at the hearing.

In the argument Counsel for exceptants relied chiefly upon the failure of the assignee to advertise and offer the property described in the mortgage by lots, reserving the bids

thereon, subject to an offer of the whole property as an entirety, in order to obtain the best possible price. This objection seems to the Court as being well taken.

The advertisement simply shows that on a certain day, lots 12 to 36 inclusive, in section "C" were to be sold. It gives the total dimensions as 372.76 feet with a depth of 200 feet. There was nothing in this to show that the property was to be offered by lots or as an entirety. Two of these lots were improved by a concrete block dwelling and store combined consisting of eleven rooms, built by the Teals. The property is located about one block from the water-front. This is not a farming or trucking section but a place where individual lots are purchased and improved with small summer cottages.
This also is the highest utility of said property. Mrs. Teal testified that she had sold four of these lots to one party for $800.00, but that the Association refused to recognize the sale. In other words, she meant that they would not release the lots upon partial payment of the mortgage debt. Mrs. Teal placed the value of said property at $8500.00.

Mr. Fogle, for forty years an officer of the B. and O. Railroad, who had lived as a tenant at Green Haven for around fifteen years, testified that he had been keeping his eyes open for an opportunity to buy a place at a reasonable price, and he was present and bid $3200.00, and would have gone $4000.00, but from the appearance and the conduct of the Auctioneer he got the impression that he was bidding against Mrs. Teal, and before he could intelligently take in the situation the Auctioneer suddenly stopped and declared the property sold at $3200.00. Evidently Mr. Fogle's chief interest was in the cottage. It was not definitely shown just what value he was placing on the added lots. Neither the testimony of Mrs. Teal or that of Mr. Fogle was denied, except that Mr. Baker, the Auctioneer said he did not hear Mr. Fogle's bid of $3200.00. The Auctioneer was very frank to say that he himself started the bidding at $2500.00 and raised each bid himself $100.00 up to $3200.00, without receiving a single bona fide bid. His testimony was as follows:- Q. Tell just what occurred? A. After I read the advertisement and started off calling for bids I could not receive any bids on it. I was instructed by the assignee I would have to get $3200.00 for the property which is the usual method, the auctioneer being the agent of the assignee we are to follow their instructions. I asked for bids and I could not get any, I started myself at $2500.00. I did not receive any bids at all on the property, my own were $2500.00 - $2600.00 -$2700.00- $2800.00 - $2900 - $3000.00 - $3100.00 - $3200.00. Q. Then you received no bid from Mr. Fogle? A. Absolutely no bid. Then I submitted to the assignee the $3200 telling him I had no bid, and that was the association's bid, and he told me to knock the property down, which I went back on the block again and asked if I could have any advance over the bid I already had which is customary and usual, and not being able to receive any advance over this bid I, upon instructions from the assignee, knocked the property down.

The rule seems to be thoroughly established that when property is mortgaged to secure a loan and upon default it becomes a necessary to sell such property and credit the net proceeds to the mortgage debt, the sale shall be conducted in the fairest way so as to produce the highest price. Even when the property is susceptible of division, for the purpose of bringing a higher price, it should be so parceled and offered, before being offered as an entirety. This Court regards this rule as binding in a case such as this where the property is part of a tract already sub-divided into building lots, and the highest utility of said lots is for individual cottage development, certainly when the record indicates good

reasons for concluding said property will bring a better price if offered by lots. This mistake of judgment at least, on the part of the assignee, in connection with the evidence of inadequacy of price and other apparent irregularities, gives substance to the defendants exceptions.

"The principle is well established by all the Maryland cases, and as specially applicable to sales made by truestees under decrees in equity, that mere inadequacy of price standing by itself is not sufficient to invalidate a sale, unless it be so gross and inordinate as to indicate a want of reasonable judgment and discretion or misconduct or fraud in the trustee or some mistake or unfairness for which the purchaser is responsible."

In the case of Thomas v. Fewster, 95 Md. p. 446, "a tract of land containing seven and a half acres with improvements thereon, situated in a village about a mile from Baltimore City, was mortgaged to secure the payment of the sum of $2500.00. A default having occurred, the trustee under the mortgage sold the whole property in its entirety for nearly $4000.00. The advertisement of sale stated that by reason of its large frontage on a much travelled road the property was very susceptible of division into building lots.

Under exceptions to the ratification of the sale, the evidence showed that if the land had been sold in lots it would have brought upwards of $8000.00."

The decision of the Court, as summarized in the syllabus was, "that the sale should be set aside because the trustee should have offered the property with a division into lots so as to realize the largest possible sum, as a careful owner would have done in the sale of his own land."

In the body of the Opinion the Court said, "It is impossible, to examine the proof in this record, without being fully satisfied that the trustee while he acted in good faith, made a mistake in selling the property in its entirety, instead of first offering it in lots."

Further on the Court said, "The law upon this subject is settled beyond controversy. In Carroll v. Hutton, 88 Md. 679, a case involving this principle, the Court in speaking of the standard of fiduciary duty resting on a trustee, lays down this rule:

"A trustee is bound for the protection of the interest of all the parties concerned to bring the property into the market in such manner as to obtain a fair market price; he must consider the best mode of offering the property, not only as to whether it was advisable to offer it in lots or parcels, but also to the proper location and out-lines of each parcel. Hopper v. Hopper, 79 Md. 402; Hubbard v. Jarrell, 23 Md. 66; Mahoney v. Mackubin, 52 Md. 366, Reeside v. Peter, 33 Md. 126; Glenn v. Clapp, 11 G. and J.1; Loeber v. Eckes, 55 Md. 2; Johnson v. Dorsey, 7G. 294; Hintze v. Stingel, 1 Md. Chy 283."

In the case of Long v. Worden, et al, 148 Md. p.115, there was a mortgage foreclosure sale of two tracts on opposite sides of the road, particularly suited to home and building sites, the advertisement described them as adjoining each other and as forming together a named mumber of acres, without naming the separate acreage of either, or indicating that the property would be sold in divisions smaller than the entire acreage, and one tract was sold as an entirety, and from the other three 50 foot lots were sold, in which latter mode similar property nearby had been sold.

Upon this statement of facts the Court, at page 121, stated the rule laid down in Carroll v. Hutton, (super), as above indicated, and added, "Measured by that standard, the assignee in this case failed to exercise that degree of care and judgment which the law required of

him." Earlier in the Opinion the Court said:

"The evidence is clear that the greatest utility of the property was for home and building sites, and it also appears that nearby property similar in character had been divided and sold in fifty foot lots at from thirty-five to forty dollars a front foot. Under these conditions no prudent owner would have attempted to sell the property as a whole, as the advertisement indicated it was to be sold, or even in two tracts containing respectively 7.9 and 10.85 acres, without first at least inquiring whether it could not be sold to better advantage in lots conforming in their dimensions to other lots in the neighborhood. In dealing with a similar situation in Thomas v. Fewster, 95 Md. 448, this Court said: It is impossible to examine the proof in this record without being fully satisfied that the trustee, while he acted in good faith made a mistake in selling the property in its entirety, instead of first offering it in lots. The evidence shows that it was susceptible of division into lots, and one of the inducements offered to buy in its entirety was stated in the advertisement of the property the the trustee to be "that by reason of its superior location, having a large frontage on the Bel Air Road, this property is very susceptible of division into building lots.' ---- We have carefully examined the testimony upon the part of the appellants, and find it wholly insufficient to show that the trustee adopted the best mode of offering the property for sale. He failed to exercise the same degree of judgment and prudence that a careful owner would have adopted in the sale of his own property."

The case now being considered coming so clearly and fully within the "sale by lots or parcels" rule, it seems unnecessary to further extend this Opinion. Therefore without expressing at greater length the views of the Court at this time with respect to other grounds assigned for setting aside said sale, the Court will sign an Order sustaining the exceptions.

Linwood L. Clark.

Judge.

ORDER.

For the foregoing reasons it is Ordered adjudged and decreed this 3rd day of October, 1936, by the Circuit Court of Anne Arundel County, that the exceptions to the ratification of the Assignee's sale in the above entitled matter be and the same are hereby sustained.

Linwood L. Clark, Judge.

Report of Sale of May 25, 1937. Filed May 26th 1937.

To the Honorable Judge of the Circuit Court of Anne Arundel County:

The Report of Sale of Frank Arnold, Assignee, under the power of sale contained in the mortgage from Amanda Teal and Cecil A. Teal, her husband, dated February 5, 1929 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 43, folio 266, filed in the above entitled cause respectfully shows, that after giving bond which was duly approved and filing statement of mortgage claim, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Southern Maryland Times a weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Assignee did pursuant to said notice on the 25th day of May 1937, at one o'clock P.M. attend on the premises and then and there sold unto the Home Building Association of Brooklyn, Inc. at and for the price of thirty-two hundred dollars, it being the highest bidder therefor all those twenty-seven fee simple lots of ground and premises situated in Green Haven, in the Third Election District of Anne Arundel County, Md. and describ-

ed as follows:----------(as of advertisement of sale) :

Assignee's Sale of valuable Real Estate and Improvements, and Valuable Building Lots Situate in Green Haven, In the Third Election District of Anne Arundel County,Md. Consisting of Large Dwelling and Store, Gasoline Station and Unimproved Lots.

Under and by virtue of the power of sale contained in a mortgage from Amanda Teal and Cecil A, Teal, her husband, dated the fifth day of February, 1929, and recorded among the land records of Anne Arundel County in Liber F.S.R.No. 43, folio 266, etc., (default having occurred in said mortgage), the undersigned assignee will offer at public sale on the premises on Tuesday, May 25, 1937 at 1:00 o'clock, P.M. :

All the following property, to wit: Twenty-seven Lots, Nos. 12 to 38, inclusive, in Section C of the subdivision of Lot No. 46, of Outing Park (now known as Green Haven) said plat. Lots 23 to 27 inclusive Improved by a large dwelling house and store, combined; a gasoline filling station, a private garage and other outbuildings.

Lots 12 to 32 inclusive and Lots 28 to 38 inclusive are unimproved.

These lots are ideally located in an attractive and growing waterfront development. Special: This property will first be offered in parcels, or lots, each unimproved lot will be offered separately, and the improved lots, with the improvements, will be offered as a separate parcel. As each parcel or lot is offered, bids will be received subject to the offer of the whole, and then the entire property herein described will be offered as a whole and the said property will then be sold in the manner in which the most can be realized, whether by lots and parcels or as a whole.

Terms of Sale: Cash. A deposit of $25 on each unimproved lot and $300 on the improved lot or lots, or $400 on the whole if sold as a whole parcel, will be required of the purchaser at the time and place of sale; all deposits on separate parcels being accepted subject to the offer of the whole parcel; all balances to be secured to the approval of the assignee, and to bear interest at the rate of six per cent. per annum un-plat being recorded among the Land Records of Anne Arundel County in Plat Book G.W.No. 1, folio 134; said lots lying at the southwest corner of the County Road called Outing Avenue and West Shore Road, with a total frontage on Outing Avenue southerly of 372.76 feet and depth westerly on West Shore Road of 200 feet, more or less, to the east side of a twenty foot road as shown on said __til the day of settlement. Taxes to be adjusted to day of sale.

For further particulars, apply to the undersigned,

Respectfully submitted,

Frank Arnold, Assignee.

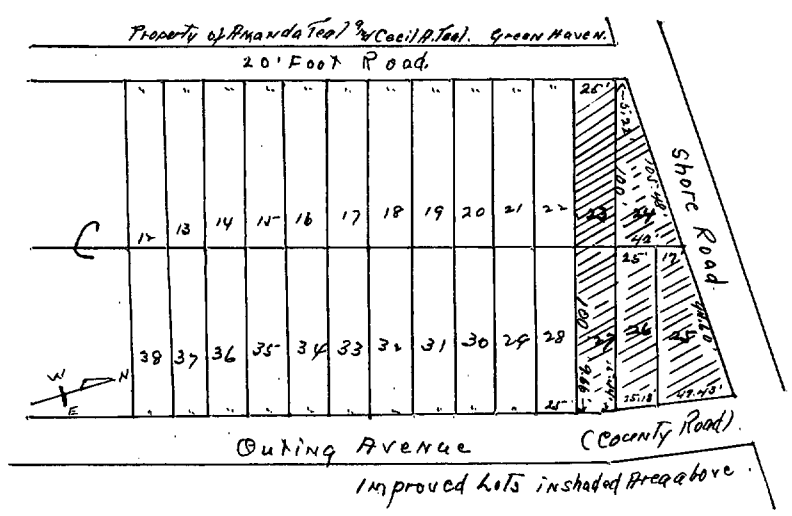
Frank Arnold, Assignee

843 Calvert Bldg. , Baltimore, Md.

R.M.Baker & Co., Inc., Auctioneers.

207 N. Calvert St., Baltimore, Md.

PLAT



Annapolis, Maryland.

This is to Certify, That the annexed advertisement of Assignee's Sale was inserted in The Southern Maryland Times, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 25th day of May, 1937; that is to say, the same was inserted in the issues of April 30,May 7, 14, 21, 1937.

The Southern Maryland Times

Thomas L. Christian , Business Manager
By E.Shawn Ford.

State of Maryland, City of Baltimore, Sct:

I Hereby Certify, That on this 25th day of May 1937 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Frank Arnold, Assignee and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal.

(Notary's Seal) Minna D. Grolman
Notary Public.

(ORDER NISI)

Ordered, this 26th day of May, 1937, That the sale of the property mentioned in these proceedings made and reported by Frank Arnold, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of June next.

The report states that the amount of sales to be $3,200.00.

Frank A.Munroe, Clerk.

Annapolis, Md.,

This is to Certify, That the annexed advertisement of Order Nisi on Assignee's Sale was inserted in The Southern Maryland Times, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 28th day of June, 1937; that is to say, the same was inserted in the issues of May 28, June 4, 11, 1937.

The Southern Maryland Times
Thomas L. Christian
Business Manager.

By E.Shawn Ford.

ORDER

Ordered By The Court, This 29" day of Sept. 1937 that the sale made and reported by the Assignee 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 Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Linwood L. Clark, Judge.

Petition To Appoint Special Auditor, and Order of Court--Filed Oct. 21" 1937.

To the Honorable, the Judges of said Court:

The Petition of Noah A. Hillman, Auditor respectfully represents:

1. That the sale in above titled matter has been ratified by the Court and the proceedings are now ready to be placed before the Auditor for the stating of an Account.
2. That your Petitioner has acted as Counsel for the Mortgagors in above titled matter and is therefore disqualified to state the Account.

Wherefore, your Petitioner prays the Court to pass an Order appointing some member of the Bar as special Auditor to state the Account in above matter.

Noah A. Hillman, Petitioner

Order of Court

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 21" day of October, 1937, that James G. Woodward be and he is hereby appointed Special Auditor to state the Account in the within case,

Linwood L. Clark, Judge.

Opinion and Order By Linwood L. Clark,Judge., February 3rd. 1938. Filed Feby. 3rd.1938

This is a hearing on exceptions to the ratification of an Auditor's account. The record before this Court on these exceptions consists only of proffered testimony of an agreement or consent on the part of the mortgagee in this case to accept Home Owners Loan Bonds in payment of their claim against the mortgagors, which consent occurred in the past during negotiations for a Home Owners Loan mortgage which was not finally consummated. The Court sustained the objection to such testimony as irrevelant in a hearing on exceptions to the ratification of the Auditor's account.

The only issue of fact before the Court is the accuracy of the balance found by the Auditor to be due the mortgagee. At the hearing it was conceded that the claim was incorrect and needed revision.

The only question of law involved in this hearing is whether the costs of the first sale which were set aside, should be paid out of the proceeds of the second sale charged to the mortgagee. The case of Griffith vs. Dale, 109 Md. 697, seems to be sufficient authority to support the mortgagee's contention that these costs should be paid out of the proceeds of the second sale, in the absence of inexcusable negligence or bad faith shown in making the first sale. This does not appear, and the Auditor's account with respect to such costs will therefore be sustained. An appropriate Order will be signed in conformity with these views.

Linwood L. Clark, Judge.

(ORDER.)

Ordered this 3rd day of February, 1938, by the Circuit Court for Anne Arundel County that the exceptions to the ratification of the Auditor's account herein filed be and the same are hereby sustained and said account be and is hereby Ordered returned to the Auditor to be restated in conformity with the revised claim to be filed by said mortgagee; that said exceptions are, however, overruled with respect to the auditing of the costs of the first sale in this matter; and that the deficit be shown only as the balance due the mortgagee, and not the balance due subject to an inpersonam decree.

Linwood L. Clark, Judge.

Auditor's Report and Account as amended.--Filed May 5th, 1938.

To the Honorable, the Judges of said Court:

The Special Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within amended account

The Special Auditor certified that approximately one day was occupied by him in stating this amended account.

All of which is respectfully submitted,

James G.Woodward, Special Auditor.

Dr. Amanda Teal and Cecil A. Teal, her husband In the Circuit Court for Anne Arundel County, In Equity, No. 7188 in ac. with Frank Arnold, Assignee.

To Assignee for Clerk of Court costs, viz:		
Attorney	$ 10.00	
Sheriffs	1.50	
Clerk	12.40	
Assignment	.75	
Additional Clerk's costs	10.50	
Court Stenographer	8.50	
Court Stenographer	4.50	
Court Stenographer	10.50	
Examiner	8.00	$ 66.65
To Attorney for fee provided in mortgage waived		
To Attorney for commission on proceeds waived		
To Assignee for taxes paid, viz:		
Anne Arundel County, 1936		
Lots 12 to 19 Sec. C.	6.56	
Lots 20 to 30 Sec. C.	39.92	
Lots 31 to 38 Sec. C.	6.27	52.75
Anne Arundel County, from Januaryl,1937 to May 25th, 1937		
Lots 12 to 19 Sec. C.	2.34	
Lots 20 to 30 Sec. C.	13.73	
Lots 31 to 38 Sec. C.	2.34	18.41
To Assignee for expenses, viz:		
Special Auditor	9.00	
Auctioneer, 1936 Sale	15.00	
Auctioneer, 1937 Sale	15.00	
Premium on Assignee's bond first year	20.00	
Premium on Assignee's bond second year	16.00	
Special Auditor for stating amended Account	4.50	79.50
To Assignee for advertizing, viz:		
The A. S. Abell Company	8.25	
To Southern Maryland Times first sale:	32. 00	
To publishing advertisement of sale		
Order Nisi on Report of Sale	5.00	
Southern Maryland Times Second Sale:		
Publishing notice of sale	56.00	
Cost of Photostat, for plat	10.00	
Order Nisi on report of sale	5.00	
Order Nisi on Auditor's account	5.00	
Order Nisi on Amended Auditor's Account	5.00	
To 50 Handbills	-5.00	$131.25 (carried forward)

(Brought forward) Total costs and expenses		$348.56
Allowed on Account of mortgage claim.		2851.44
		$3200.00

Total mortgage claim, viz:		
Balance due on principal	$4185.98	
Amount over paid from expense account	20.51	
Interest for 156 weeks from May 28th, 1934 to May 25th 1937 at $5.04 per week	786.24	
TOTAL MORTGAGE CLAIM.		$4992.73
Allowed on Account of mortgage claim		2851.44
Balance due the Mortgagee		$2141.29

Cr. Proceeds of sale $3200.00

ORDER NISI

Ordered, This 5th day of May, 1938, That the Amended 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 6th., 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 6th., day of June next.

Frank A. Munroe, Clerk.

Certificate of Publication.

Annapolis, Maryland.

This is to Certify, That the annexed advertisement of Order Nisi on Auditor's Report was inserted in The Southern Maryland Times, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of June, 1938; that is to say, the same was inserted in the issues of May 13, 20, 27, 1938.

The Southern Maryland Times
Thomas L. Christian,
Business Manager.

By: E. Shawn Ford.

Order of Court dismissing exceptions & Final Order of Ratification of Auditor's Amended Report & Account. Filed June 21" 1938

The above entitled case having come on for informal hearing on exceptions to the ratification of the Auditor's report and account as amended and the Court havihg duly considered the contentions of Counsel, it is Ordered this 21 day of June, 1938, by the Circuit Court for Anne Arundel County, that the exceptions filed to the ratification of the Auditor's report and account as amended, in the case of Frank Arnold, Assignee vs. Amanda Teal and Cecil A. Teal, her husband, No. 7188 Equity, are hereby dismissed and the said amended Auditor's report and account is hereby finally confirmed and ratified.

Linwood L. Clark,
Judge.

In the Matter of the Sale of the	:	No. 6117 Equity.
Mortgaged Real Estate of William F.	:	In the Circuit Court for
Matteson and Sara V. Matteson, his wife.	:	Anne Arundel County.

Mr. Clerk:

Please file and Docket this suit.

Elmer J. Jones, Assignee.

Mortgage --Filed Sept. 29" 1931.

This Mortgage made this tenth day of September in the year Nineteen hundred and twenty-nine by William F. Matteson and Sara V. Matteson, his wife, of Anne Arundel County, in the State of Maryland, of the first part and Anna M. Parks of Frederick, in the State of Delaware, of the second part, Witnesseth:

Whereas the said parties of the first part have this day received by way of loan an advance of Eleven thousand dollars from the said Anna M. Parks for the proper payment whereof one year after date the said parties of the first part have passed to the said Anna M. Parks their joint promissory note of even date herewith and for the payment of the sum of Eleven thousand dollars, with interest thereon at the rate of six per centum per annum, payable quarterly.

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 F. Matteson and Sara V. Matteson, his wife, have bargained and sold and by these presents do grant and convey unto the said Anna M. Parks, her heirs and assigns, in fee simple; All those lots, pieces or parcel of ground situate, lying and being in the First Election District of Anne Arundel County as laid down on the plat of Edgewater Beach recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W.No. 3 folio 15, and designated on said plat as Lots Numbers One, Two, Three, Six, Seven, nine and twenty-one in Block One; Lots Numbers One and two in Block Two; Lots Numbers three, four, five, six, ten, sixteen, eighteen, twenty-three, twenty-four, twenty-five, twenty-six, twenty-seven, twenty-eight, twenty-nine, thirty-one and thirty-two in Block Four; Lots Numbers Three, five, six, twenty-four and thirty in Block Five; Lots Numbers One, Eleven, Twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen and twenty in Block Six; Lots Numbers One, two, three, four, five, seven, ten, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen, twenty, twenty-one, twenty-two, twenty-three and twenty-four in Block Seven; Lots Numbers One, two, three, four, five, six, seven, eight, ten, eleven, twelve, thirteen, fourteen, seventeen, eighteen, nineteen, twenty, twenty-one, twenty-two and twenty-three in Block Eight; Lots Numbers Two, three, five, six, seven and eight in Block Nine; and Lots Numbers Three, five, seven, eight and nine in Block Ten. Being a part of the same property which was conveyed to the said William F. Matteson and Sara V. Matteson, his wife, by Charles H. Herold, single, by deed dated on the twenty-ninth day of June in the year Nineteen hundred and twenty-three and recorded among the Land Records of Anne Arundel County in Liber W.N.W.No. 77 folio 367.

It is hereby understood and agreed by the parties hereto that the said party of the second part will release from the operation, lien and effect of this mortgage upon the

payment of the following amounts; Lots Numbers One, two, three, six, seven, nine and twenty-one in Block One at Five hundred dollars each.

Lots One and two in Block Two at Five hundred dollars each.

Lots Three, four, five, six, eighteen, twenty-three, twenty-four, twenty-six, twenty-seven, twenty-eight, twenty-nine, thirty-one and thirty-two in Block Four at three hundred dollars each.

Lots Ten and sixteen in Block Four at four hundred dollars each and Lot Twenty-five in Block Four at three hundred and fifty dollars.

Lots Three, twenty-four and thirty in Block Five at three hundred dollars each and Lots Numbers Five and Six in Block Five at Five hundred dollars each.

Lots Numbers One and Twenty in Block Six at Three hundred and fifty dollars each. Lots Eleven, twelve, thirteen, fifteen, sixteen, seventeen, and eighteen in Block Six at One hundred dollars each. Lot Number Fourteen in Block Six at two hundred dollars.

Lots Numbers One five and eighteen in Block Seven at Two hundred dollars each. Lots Two three, four, nineteen, twenty, twenty-one, twenty-two, twenty-three, and twenty-four in Block Seven at One hundred dollars each. Lots Seven and ten in Block Seven, at One hundred and fifty dollars each. Lot thirteen in Block Seven at two hundred and fifty dollars. Lots Fourteen Fifteen and sixteen in Block Seven at three hundred dollars each. Lot seventeen in Block Seven at three hundred and fifty dollars.

Lots Numbers One, two, three, four, five, six, seven, eight, ten and twenty-three in Block Eight at two hundred dollars each. Lots eleven and fourteen in Block Eight at three hundred and fifty dollars each. Lots Numbers Twelve and Thirteen in Block Eight at three hundred dollars each, Lots Numbers seventeen, eighteen, nineteen, twenty, twenty-one, and twenty-two in Block Eight at one hundred dollars each.

Lots Numbers Two, three, five, six, seven and eight in Block Nine at two hundred dollars each.

Lots Numbers five and nine in Block Ten at Two hundred dollars each. Lot Three in Block Ten at Five hundred dollars. Lot seven in Block Ten at six hundred dollars. Lot eight in Block ten at two hundred and fifty dollars.

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

To Have and To Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of said Anna M.Parks her heirs and assigns, forever, in fee simple.

Provided, that if the said William F.Matteson and Sara V.Matteson, his wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Eleven 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 William F.Matteson and Sara V.Matteson, 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, together with all liens of whatever kind the said parties of the first part for themselves and for their heirs, personal representatives

and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Anna M. Parks her personal representatives or assigns, or Nicholas H. Green her 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 Anna M. Parks 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 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 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 been matured or not, and the suplus (if any there be) shall be paid to the said mortgagors their personal representatives or assigns, or to whever 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 power 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 for themselves and for their heirs, personal representatives and assigns, do hereby covenant to pay and the said mortgagee her personal represntatives or assigns, or Nicholas H. Green her or their said Attorney, shall not be requited 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 Mortgagors for themselves and for their personal representatives and assigns do further covenant to insure, and pending the existence of this mortgage to keep insured in some good company satisfactory to the said mortgagee her personal representatives and assigns, the improvement on the hereby mortgaged land to the amount of at least _____ 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 F.Matteson (Seal)

Myrtle Sturm Sara V.Matteson (Seal)

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this tenth day of September in the year Nineteen hundred and twenty-nine before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared William F.Matteson and Sara V. Matteson, his wife, and they acknowledged the aforegoing mortgage to be their act and deed. At the same time also personally appeared Joseph W.Duvall the Agent of Anna M. Parks the mortgagee, and made oath in due form of law that the considerations set forth in said mortgage is true and bonafide as therein set forth, that he is also the Agent and duly authorized to make this affidavit.

Witness my hand and seal Notarial.

(Notary's) Myrtle Sturm,

(Seal) Notary Public.

For value received I hereby assign this aforegoing Mortgage and Mortgage debt unto Elmer J.Jones, Assignee.

Witness my hand and seal this 29th day of September 1931.

Witness: Chas. F. Lee. Anna M. Parks (Seal)

Received for Record 29 day of Sept. 1931, at 3:30 o'clock P.M. and same day recorded in Liber F.S.R.No. 61 Fol.125 Land Records of Anne Arundel County.

Frank S.Revell, Clerk.

Bond--Filed and Approved 30" Sept. 1931.

Know all Men by these Presents:

That we Elmer J. Jones, Assignee of Baltimore, 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 Nine 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, 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 29th day of September in the year of our Lord nineteen hundred and Thirty-one.

Whereas, the above bounden Elmer J.Jones, Assignee by virtue of a power contained in a mortgage from Wm. F. Matteson and Sara V. Matteson to Anne N. Parks dated Sept. 10, 1929 and recorded in Liber R.S.R. No. 61 folio 120 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 Elmer J. Jones, Assignee is about to execute the power vested in him in said mortgage.

Now The Condition of the Above Obligation is Such, That if the above bounden 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

(For continuation of this bond see page 156)

sold the said property in its entirety as described in the attached advertisement unto Charles F. Lee, at and for the sum of Three thousand ($3000.) dollars, he being then and there the highest bidder therefor.

Respectfully submitted,

Elmer J. Jones, Assignee.

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 2nd. day of November 1931, before me the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Elmer J. Jones, 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's) Antoinette S. Gray.

(Seal) Notary Public.

Advertisement of Sale.--Geo. W. Scible, Auctioneer.

Elmer J. Jones, Attorey-at-Law, 322 New Amsterdam Bldg.
Baltimore, Md.

Sale of Valuable Lots of Ground, situated in beautiful Edgewater Beach Development, on South River, Anne Arundel County, Maryland.

In a community of about 75 nicely constructed summer Homes accessable to Baltimore, Washington and Annapolis.

By virtue of the power and authority contained in a mortgage from William F. Matteson and Sara V.Matteson, his wife, to Anna M. Parks, dated September 10th, 1929, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F.S.R.No. 61, folio 120, etc. (default having occurred thereunder) the undersigned Assignee of said mortgage will sell at Public Auction on the premises on Saturday, Oct. 31,1931 at 1:00 o'clock P.M.

The following 82 lots lying and being in the First Election District of Anne Arundel County as laid down on the plat of Edgewater Beach recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W.No. 3, folio 15, and designated on said Plat as Lots Numbers 1,2,3,6,7,9 and 21 in Block 1; Lots Numbers 1 and 2 in Block 2; Lots Numbers 3,4,5,6,10, 16,18,23,24,25,26,27,28,29,31 and 32 in Block 4; Lots Numbers 24 and 30 in Block 5; Lots Numbers 1,11,12,13,14,15,16 and 20 in Block 6; Lots Numbers 1,2,3,4,5,10,13,14,15,~~15~~,16,17,18,19,20, 21,22,23,and 24 in Block 7; Lots Numbers 1,2,3,4,5,6,8,10,11,12,13,14,17,18,19,20,21,22 and 23 in Block 8; Lots Numbers 2,3,5,6,and 8 in Block 9; Lots Numbers 3,5,7,8,9 in Block 10, being part of thesame property which was conveyed to the said William F. Matteson and Sara V. Matteson, his wife, by Charles H. Herold, single, by DEED dated on the 29th day of June, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W.No. 77, folio 367,etc.

The above properties will first be offered separately, and the bids reserved, and then as an entirety and will be sold in the manner producing the largest amount.

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 the date of sale, and to be secured to the satisfaction of the undersigned Assignee.

All expenses to be adjusted to day of sale.

A deposit of Fifty Dollars on each lot if sold separarely, or Five Hundred Dollars if sold as

(This advertisement of sale continued on page 157)

to be void; otherwise to be and remain in full force and virtue in law.

Signed, dealed and delivered — Elmer J. Jones (Seal)

in the presence of — Maryland Casualty Company

Virginia W. Meredith — (Corporate) — Per Chas. F. Lee of

(Seal) — Chas. F. Lee & Company, President.

Statement of Mortgage Claim -- Filed Oct. 15" 1931.

Statement of the Mortgage claim of Elmer J. Jones, Assignee under the mortgage from William F. Matteson and Sara V. Matteson, his wife, to Anna M. Parks, dated the 10th day of September 1929, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F.S.R. No. 61 Folio 120 etc. Assigned by Anna M. Parks to Elmer J. Jones, Assignee, on the 29th day of September 1931, recorded among the Land Records of said County in Liber F.S.R.No. 61 folio, ___

Full amount of Mortgage	$11000.00
Interest on $9100. from March 10th. to Sept. 30th. 1931	
six months twenty days	303.33
Total	$11303.33

Credit

Payment on Lot No. 7 Square 8	$200.00	
" " " " 7 " 9	200.00	
" " " " 3 " 5	300.00	
" " " "5&6 " 5	1000.00	
" " " " 17 " 6	100.00	
" " " " 18 " 6	100.00	
" " " " 7 " 7	150.00	2050.00
Balance due as of September 30th. 1931		$9,253.33

Elmer J. Jones, Assignee.

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 14th, day of October 1931. before me, a Notary Public of the State of Maryland, in and for the City of Baltimore personally appeared Elmer J. Jones, Assignee, the Plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the mortgage filed in the said cause now remaining due and unpaid.

Witness my hand and Notarial Seal.

(Notary's) — Blanche L. Gregory

(Seal) — Notary Public.

Report of Sale $3000 --Filed Nov. 3rd. 1931.

To The Honorable, The Judge of Said Court:

The report of sale of Elmer J. Jones, Assignee, acting under the powers and authority contained in the mortgage filed in the proceedings in said cause mentioned, respectfully/shows; that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisement inserted in the Evening Capital, a daily newspaper published in the City of Annapolis, Anne Arundel County State of Maryland, for more than three successive weeks preceeding the day of sale, said Assignee, did, pursuant to said notice on Saturday October 31st. 1931, at One O'Clock P.M. attend on the premises, and then and there

(Continued on Page 155)

an entirety, will be required of the purchaser at the time and place of sale.

Elmer J.Jones, Assignee.

Annapolis, Md. Oct 31st 1931

I hereby certify that I have this day sold the within described properties unto Charles F. Lee for the sum of Three thousand ($3000.00) dollars, he being then and there the highest bidder therefor.

And I further certify that the said sale was fairly and publicly conducted.

Witness: _____ Geo. W. Scible (Seal)

Auctioneer.

I hereby certify that I have purchased the within described properties from Elmer J.Jones, Assignee, at public sale at and for the sum of Three thousand ($3000.00) dollars and hereby agree to comply with the conditions and terms set forth in the advertisement for sale of said properties

Witness: Charles F. Lee (Seal)

Wm. P. Bigelow

ORDER NISI

Ordered, this 3rd., day of November, 1931, That the sale of the property mentioned in these proceedings made and reported by Elmer J. Jones, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 5th 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 5th. day of December next.

The report states that the amount of sales to be $3000.00.

Frank S. Revell, Clerk.

Certificate of Publication

Annapolis, Md., Dec. 1, 1931.

We hereby certify, that the annexed Order Nisi-Sale- Wm. F. Matteson Equity #6117 was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of December, 1931. The first insertion being made the 4th. day of November, 1931.

The Capital-Gazette Press, Inc.

By L.L.French.

Ordered By The Court, This 26th day of January, 1932 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. 10th. 1932.

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.

Eugene P. Childs, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of William F. Matteson and wife in ac. with Elmer J. Jones, Assignee.

To Assignee for his commissions	$121.58	$
To Assignee for fee named in mortgage	150.00	271.58
To Assignee for Court Costs, viz:		
Solicitor's appearance fee	10.00	
Clerk of Court	13.75	
Auditor	13.50	37.25
To Assignee for Expenses, viz:		
Maryland Gazette, advertising sale	7.00	
Evening Capital, advertising sale	21.00	
Capital Gazette Press, hand bills	3.87	
Order Nisi on Report of Sale	5.00	
Order Nisi on Auditor's Account	5.00	
Premium on bond	27.00	
Auctioneer	15.00	
Notary Public, affidavits	.50	
Elmer J. Jones , recording assignment	.75	85.12
To Assignee for Taxes, viz:		
1929 County and State	92.28	
1930 County and State	85.02	
1931 County and State	50.50	227.80
To Elmer J. Jones, Assignee on account of mortgage debt and interest as per statement filed	2,431.05	2,431.05
		$3,052.80
Amount of mortgage debt and interest	9,253.33	
Interest thereon to Ratification of Sale	182.00	9,435.33
Allowed on account of said claim	$2,431. 05	$2,431.05
This balance subject to Decree in Personam		$7,004.28

Cr. Oct. 31, 1931

Proceeds of sale	$3,000.00
Interest on deferred payments	45.00
Adjustment 1931 Taxes, 2 months	7.80
	$3,052.80

ORDER NISI.

Ordered, This 10th day of Feby, 1932, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contra-

ry be shown on or before the 12th. 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 12th. day of March next.

Frank S. Revell, Clerk.

Certificate of Publication

Annapolis, Md., March 9, 1932.

We hereby certify, that the annexed Order Nisi- Aud. acct.--Matteson #6117 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 12th. day of March, 1932. The first insertion being made the 18th. day of February, 1932.

The Capital-Gazette Press, Inc.

By H.L.Strange

In the Circuit Court for Anne Arundel County.

Ordered By The Court, this 25 day of Sept. 1939, 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 Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

In the matter of the Sale of the Mortgaged Real Estate of William F. Matteson and Sara V. Matteson, his wife.	:	No. 6118 Equity In the Circuit Court for Anne Arundel County

Mr. Clerk:

Please file and Docket this suit

Elmer J. Jones, Assignee.

Mortgage--Filed Sept. 29"1931.

This Mortgage, Made this twentieth day of September in the year nineteen hundred and twenty eight by William F. Matteson and Sara V. Matteson, his wife, of Anne Arundel County, in the State of Maryland, of the first part and Anna M. Parks of Frederick in the State of Delaware, of the second part, Witnesseth:

Whereas the said parties of the first part have this day received by way of loan an advance of Five thousand dollars from the said Anna M. Parks for the proper payment whereof two years after date the said parties of the first part have passed to the said Anna M. Parks their joint promissory note of even date herewith and for the payment of the sum Five thousand dollars with interest thereon at the rate of six per centum per annum, payable quarterly.

It is agreed and understood that the said mortgagors shall be entitled to have released from the lien, operation and effect of this mortgage the lots of ground hereby conveyed upon the payment of the sum of Two hundred and fifty dollars for each lot; the interest for each quarter to be computed upon the full balance due under this mortgage at the beginning of the quarter and to receive rebate of interest in the succeeding quarter for all payments made during any quarter.

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 F. Matteson and Sara V. Matteson, his wife, have bargained and sold and by these presents do grant and convey unto the said Anna M.Parks her heirs and assigns, in fee simple; all those lots of ground situate, lying and being in the First Election District of Anne Arundel County aforesaid, designated as follows on the plat of Edgewater Beach which plat is filed among the Plat Records of Anne Arundel County in Plat Book W.N.W.No. 3 folio 15;

(1) Lots Numbers five, six, eight, nine, eleven and twelve in Block Twelve on the aforesaid plat, and lots eight, nine ten, eleven, thirteen, fourteen, fifteen, sixteen and seventeen in block thirteen on the aforesaid plat, and being a part of the same property which was conveyed to the said William F. Matteson and Sara V. Matteson, his wife, by Charles H. Herold by deed dated on the twelfth day of April in the year Nineteen hundred and twenty - four and recorded among the Land Records of Anne Arundel County in Liber W.N.W.No. 74 folio 151.

(2) Lots Numbers one, two, four, five, six, and seven in Block Thirteen on the aforesaid plat, and lots twenty-three, twenty-four, twenty-five and twenty-six in block fourteen on the aforesaid plat, and lots six, seven, eight, nine, ten and twelve in block twenty as shown on the plat of Blocks eighteen and twenty revised, recorded among the Plat Records of Anne Arundel County aforesaid in Plat Book F.S.R.No. 1 folio 39. Being a part of the same property which was conveyed to the said William F. Matteson and Sara V. Matteson, his wife, by Winson G. Gott, Trustee, by deed dated on the eighth day of May in the year Nineteen hundred and twenty-six and recorded among the Land Records of Anne Arundel County in Liber W. M.B.No. 29 folio 255, and a part of the same property which was conveyed to the said William F. Matteson by J. Garland Healy et al. by deed dated on the twenty-eighth day of April in the year Nineteen hundred and twenty four and recorded among the aforesaid Land Records in Liber W.N.W.No. 87 folio 227.

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 Anna M. Parks 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 Five thousand Dollars, and all interest thereon accrued, when and as thesame 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 against said property the said parties of the first part 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 Anna M. Parks 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 commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland: secondly, to the payment of all claims of the said Mortgagee her personal representatives and assigns under this Mortgage, whether the same shall have been 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 for 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 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 hands and seals of the said Mortgagors.

Test: William F. Matteson (Seal)

Myrtle Sturm. Sara V. Matteson (Seal)

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this twentieth day of September in the year nineteen hundred and twenty eight before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William F. Matteson and Sara V. Matteson, 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 Joseph M. Duvall the agent of Anna M. Parks the within named mortgagee and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and that as such agent he is duly authorized to make this affidavit.

Witness my hand and seal Notarial.

(Notary's) Myrtle Sturm.
(Seal) Notary Public.

For value received I hereby assign the aforegoing Mortgage and Mortgage debt unto Elmer J. Jones, Assignee.

Witness my hand and seal this 29th day of September 1931.

Witness: Chas. F. Lee. Anna M. Parks. (Seal)

Received for Record 29 day of Sept. 1931, at 3-30 o'clock P.M. and same day recorded in Liber F.S.R.No. 39 Fol.271 Land Records of Anne Arundel County.

Frank S. Revell, Clerk.

Bond --Filed and Approved 30" Sept. 1931.

Know all Men by these Presents:

That we Elmer J. Jones, Assignee of Baltimore, Md. 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 Five 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, 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 29th day of September in the year of our Lord nineteen hundred and Thirty-one

Whereas, the above bounden Elmer J.Jones, assignee by virtue of a power contained in a mortgage from Wm. F. Matteson and Sara V. Matteson to Anna N. Parks dated Sept. 20, 1928 and recorded in Liber R.S.R. No. 39 folio 268 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 thesaid Elmer J. Jones, Assignee is about to execute the power vested in him in said mortgage.

Now The Condition of the Above Obligation is Such, That if the above bounden 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 Virginia W. Meredith

(Corporate) (Seal)

Elmer J. Jones (Seal)
Assignee
Maryland Casualty Company
Per Chas. F. Lee of
Chas. F. Lee & Company, Agents.

Statement of Mortgage Claim --Filed Oct. 15" 1931.

Statement of the mortgage claim of Elmer J. Jones, Assignee, under the Mortgage from William F. Matteson and Sara V. Matteson, his wife, to Anna M. Parks, the 20th. day of September 1928, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F.S.R. No. 39 Folio 268 etc. Assigned by Anna M. Parks to Elmer J. Jones, Assignee, on the

29th, day of September 1931, and recorded anomg the Land Records of said County in Liber F.S.R.No. 39 Folio,_____

Full amount of Mortgage	$5000.
Interest on $5000. from March 20th. to Sept. 20th. 6 mos.	150.
Balance due as of September 20th, 1931	$5150.

Elmer J.Jones,Assignee.

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 14th. day of October 1931, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore, personally appeared, Elmer J. Jones , Assignee, the Plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the mortgage filed in the said cause now remaining unpaid.

Witness my hand and Notarial Seal.

(Notary's) Blanche L. Gregory
(Seal) Notary Public.

Report of Sale $1200.00 --Filed Nov. 3"1931

To The Honorable, The Judge of said Court,

The Report of Sale of Elmer J. Jones, Assignee, acting under the powers and authority contained in the mortgage filed in the proceedings in said cause mentioned, respectfully shows; that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisement inserted in the Evening Capital a daily newspaper published in the City of Annapolis, Anne Arundel County State of Maryland, for more than three successive weeks preceeding the day of Sale, said Assignee, did, pursuant to said notice on Saturday October 31st. 1931, at eleven O'Clock A.M. attend on the premises, and then and there sold the said property in is entirety as described in the attached advertisement unto Charles F. Lee, at and for the sum of Twelve hundred ($1200.) dollars, he being then and there the highest bidder therefor.

Respectfully submitted

Elmer J. Jones,Assignee.

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 2nd. day of November 1931, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Elmer J. Jones, 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's) Antoinette S. Gray,
(Seal) Notary Public.

Advertisement of Sale.---Geo. W. Scible, Auctioneer

Elmer J. Jones, Attorney -at -Law, 322 New Amsterdam Bldg., Baltimore, Md.

Sale of valuable Lots of Ground situated in beautiful Edgewater Beach Development, on or near South River, Anne Arundel County, Maryland.

In a community of about 75 nicely constructed summer homes accessable to Baltimore,Washington and Annapolis.

By virtue of the power and authority contained in a mortgage from William F. Matteson and Sara V. Matteson, his wife, to Anna M. Parks, dated September 20th. 1928, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F.S.R.No. 39, folio 268, etc. (default having occurred thereunder) the undersigned Assignee of said mortgage will sell at Public Auction on the premises, on Saturday, October 31, 1931 at 11:00 O'Clock A.M., the following 31 Lots lying and being in the First Election District of Anne Arundel County, Maryland. Designated as follows on the Plat of Edgewater Beach which Plat is filed among the Plat Records of Anne Arundel County in Plat Book W.N. W. No. 3, folio 15;

Lots Numbers 5,6,8,9,11 and 12 in Block 12; and Lots Numbers 8,9,10,11,13,14,15,16,and 17, in Block 13, on the aforesaid Plat; and being a part of the same property which was conveyed to the aforesaid mortgagors by Charles H. Herold by Deed dated on the 12th day of April 1924, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 74, folio 151.

And Lots Numbers 1,2,4,5, 6, and 7, in Block 13 on the aforesaid plat; and Lots Numbers 23, 24, 25 and 26 in Block 14, on the aforesaid plat; and Lots Numbers 6,7,8,9,10,and 12 in Block 20 as shown on the plat of Blocks 18 and 20 revised, recorded among the Plat Records of Anne Arundel County aforesaid in Plat Book F.S.R.No. 1, folio 39. Being a part of the same property which was conveyed to the said mortgagors by deed dated on the 8th day of May, 1926, and recorded among the Land Records of Anne Arundel County in Liber 2, W.M.B.No. 29, folio 255, and a part of the same property conveyed to the said mortgagors by Deed dated on the 28th day of April, 1924, and recorded among the aforesaid Land Records in Liber W.N.W. No. 87, folio 227.

The above properties will be first offered separately, and the bids reserved, and then as an entirety and will be sold in the manner producing the largest amount.

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 the date of sale, and to be secured to the satisfaction of the undersigned Assignee.

All expenses to be adjusted to day of sale.

A deposit of Fifty Dollars on each lot if sold separately, or Five Hundred Dollars if sold as in entirety, will be required of the purchaser at the time and place of sale.

Elmer J. Jones, Assignee.

Annapolis, Md. Oct. 31st. 1931.

I hereby certify that I have this day sold the within described properties unto Charles F. Lee for the sum of One thousand two hundred dollars. ($1200.00) he being then and there the highest bidder therefor.

And I further certify that the said sale was fairly and publicly conducted.

Witness: Geo. W. Scible (Seal)
Auctioneer.

I hereby certify that I have purchased the within described properties from Elmer J. Jones Assignee at public sale at and for the sum of One thousand two hundred dollars ($1200.) and hereby agree to comply with the conditions and terms set forth in the advertisement for sale of said properties.

Witness: Charles F. Lee (seal)

Wm. P. Bigelow

ORDER NISI.

Ordered, this 3rd., day of November, 1931, That the sale of the property mentioned in

these proceedings made and reported by Elmer J. Jones, Assignee Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of December next.

The report states that the amount of sales to be $1200.oo.

Frank S. Revell, Clerk.

Certificate of Publication. Annapolis, Md., Dec. 1, 1931.

We hereby certify, that the annexed Order Nisi--Sale--Wm. F. Matteson Equity #6118, was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th. day of December,1931 The first insertion being made the 4 th. day of November, 1931.

The Capital-Gazette Press, Inc.

By L.L.French.

Ordered By The Court, This 26th day of January, 1932, 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. 10th. 1932.

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.

Eugene P. Childs , Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of William F. Matteson and wife in ac. with Elmer J. Jones, Assignee.

To Assignee for his commissions	$ 66.65	$
To Assignee for fee named in mortgage	50.00	116.65
To Assignee for Court Costs, viz:		
" Solicitor's appearance fee	10.00	
" Clerk of Court	13.75	
" Auditor	9.00	32.75
To Assignee for Expenses, viz:		
" Maryland Gazette, advertising sale	7.00	
" Evening Capital, advertising sale	21.00	
" Capital Gazette Press, hand bills	3.88	
" Order Nisi on Report of Sale	5.00	
" Order Nisi on Auditor's Account	5.00	
" Premium on bond	15.00	
" Auctioneer	10.00	
"Notary Public, affidavits	.50	
" Elmer J. Jones, recording assignment	.75	68.13

To amount brought forward		$217.53
To Assignee for Taxes, viz:		
" 1929 County and State	$6.86	
" 1930 County and State	6.29	
" 1931 County and State	3.92	17.07
To Elmer J. Jones, Assignee, on account of mortgage debt and interest as per statement filed	983.98	983.98
		$1,218.58
Amount of mortgage debt and interest	$5,150.00	
Interest thereon to Ratification of Sale	100.00	5,250.00
Allowed on account of said debt	$ 983.98	983.98
This balance subject to Decree in personam ----------		$4,266.02

Cr. Oct. 31/1931, ---Proceeds of Sale	$1,200.00
Interest on deferred payments	18.00
Adjustment 1931 Taxes, 2 months	.58
	$1,218.58

(ORDER NISI.)

Ordered, This 10th day of Feby., 1932, 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 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 12th day of March next.

Frank S. Revell, Clerk.

Certificate of Publication. -- Annapolis, Md., March 9, 1932.

We hereby certify, that the annexed Order Nisi-Aud. acct.--Matteson #6118 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 12th day of March, 1932. The first insertion being made the 18th. day of February, 1932.

The Capital -Gazette Press, Inc.

By H.L.Strange.

In the Circuit Court for Anne Arundel County.

Ordered by the Court, this 25 day of Sept, 1939, 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 Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,

Judge.

Paul R. Hassencamp, and,	:	No. 7340 Equity.
Paul M. Higinbothom, Assignees,	:	In The Circuit Court For
vs.	:	Anne Arundel County.
John Maika, and Carry Maika, His Wife, Defendants.	:	

Order to Docket Foreclosure and File Assignees' Exhibits Nos. 1,2 and 3.

Filed Feby. 18" 1937.

Mr. Clerk:

Please docket the above entitled case, and file the accompanying mortgage dated April 11th, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 28, fol. 5,&., from John Maika and Carry Maika, his wife, to the First Polish-American Building Association, "Sobieski," a body corporate, the same having been short-assigned to Paul R. Hassencamp and Paul M. Higinbothom for purposes of foreclosure, which mortgage was made to secure the repayment of $3800.00, and interest. That said mortgage is in default and is filed herewith as part hereof and marked "Assignees' Exhibit No. 1."

There is also filed herewith as part hereof as "Assignees' Exhibit No. 2," a certified copy of the decree dated June 15, 1934, appointing Paul R. Hassencamp and Paul M. Higinbothom, Receivers of the First Polish-American Building Association, "Sobieski," a corporation, by the Circuit Court No. 2 of Baltimore City, in the equity cause therein pending, entitled Zofia Bizon, et.al, V. First Polish-American Building Association, "Sobieski," a corporation, and a certified copy of the decree passed in said cause dated June 19, 1934, authorizing said Receivers to foreclose mortgages in default forming part of the assets of said corporation, where the balances due thereon cannot be realized in any other way than by a sale of such mortgaged properties, which is also filed herewith as "Assignees' Exhibit No. 3," in pursuance of which said mortgage herein has been assigned by said Receivers to said Paul R. Hassencamp and Paul M. Higinbothom, as assignees for the purpose of foreclosing the same.

Edward L. Ward,
Counsel for Assignees.

Paul R. Hassencamp
Paul M. Higinbothom, Assignees.

Assignees' Exhibit No. 1.--Filed Feby. 18"1937.

This Mortgage, Made this 11th day of April in the year one thousand nine hundred and twenty -eight between John Maika and Carry Maika, his wife, of the City of Baltimore, in the State of Maryland, Mortgagors, and the First Polish American Building Association "Sobieski" of Baltimore City a body corporate, duly incorporated, Mortgagee.

Whereas, the said John Maika and Carry Maika, his wife, being members of the said body corporate have received therefrom an advance of thirty-eight hundred dollars ($3800.00), being the balance of the purchase price paid for the hereinafter described property on thirty-eight shares of 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 John Maika and Carry Maika, his wife, do grant unto The First Polish American Building Association "Sobieski" of Baltimore City and its successors and assigns, in fee simple, all that lot piece or parcel of ground situate and lying in the County of

Anne Arundel and described as follows: Beginning for the same in the centre of the county road leading from Severn Station to Camp Meade, at a point north 18¾ degrees West 26 feet from a stone heretofore set and running thence and binding on the part of the ground heretofore conveyed by Thomas Lerask and wife to Emil Schultz and Sophia Schultz, his wife, dated December 13, 1915 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 121 Folio 206 North 18¾ degrees West 573 feet to a pine stump in the North 45¼ degrees East 90½ perches line of the whole tract, thence reversing said line South 46½ degrees West 806 feet to the east side of a roadway on the same South 170 degrees East 42 feet to the centre of said County Road, thence North 89 degrees East 615 feet and thence North 74 degrees East 129 feet to the place of beginning. Saving and excepting thereout however, all that tract of land conveyed by John Maika and wife to Solon Prince and wife, by Deed dated June 1, 1927 and recorded prior hereto. Being the same lot of ground which by deed dated March 18th, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B.No. 24 Folio 308 &., was granted and conveyed by Frank Rabbit and wife to the within named Mortgagors.

Together with the improvements thereon, and all the privileges appurtenances thereto belonging.

To have and to hold the said lot of ground with the improvements and appurtenances aforesaid, unto the said mortgagee its successors and assigns forever in fee simple.

Provided, that if the said mortgagors shall make the payments and perform the covenants as herein provided, then this mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

And the said Mortgagors for themselves covenant with the said mortgagee, its successors and assigns, to pay and perform as follows: that is, to pay weekly to the said mortgagee, its successors or assigns, the sum of $9.50 as dues until the said sum of $3800.00 shall be repaid; and also to pay weekly, at the time and place specified by the mortgagee, the sum of $4.56 as interest until the sum of $100.00 dollars shall be repaid in weekly dues, when the said weekly payments of interest shall be reduced twelve cents; and so on, and as often as one hundred dollars shall be so repaid in dues, the weekly payments of interest shall be so reduced twelve cents; to pay all fines and penalties that may be imposed upon them by said mortgagee in accordance with its charter, constitution or by laws, which by-laws are hereby made a part hereof; to pay all taxes and water rent, and other public dues and charges for which the property hereby mortgaged is now or may become liable, when payable, and for the purpose of paying the same the said mortgagors hereby covenant to pay weekly to the said mortgagee, its successors and assigns, the sum of which the said mortgagee shall from time to time apply to the payment of said expenses, and in the event that said sum should in any year during the continuance of this mortgage be insufficient to pay said expenses, then the said mortgagors will on demand pay the difference, but should said sum be more than sufficient, the excess shall be credited to the mortgagors.

And it is agreed that until default be made in the premises, the said mortgagors shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable.

In the event of a transfer or change of ownership of said property hereby mortgaged without written consent of said mortgagee its successors or assigns, the said mortgagee its successors and assigns reserve the right to demand payment of said mortgage debt and interest hereby secured and if not paid on demand then this mortgage may be foreclosed under the assent herein contained.

And the said mortgagors consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage shall have continued for four weeks), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898--or any supplement thereto--or this mortgage may be foreclosed under any law or laws of said State of Maryland intended to facilitate the regular or extra judicial proceedings on mortgages, as fully and in the same manner as if special assent and powers were hereby given and granted.

And upon any default in the terms of this mortgage, a sale may be made by the said mortgagee, its personal representatives, successors or assigns, or by Peter M. Siewierski 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 whether the above assent to a decree or under the above power of sale 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 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, personal representatives, successors or assigns hereunder, whether the same shall have then matured or not; and, third, the balance, if any, to the said Mortgagors and half of such commissions and all such expenses and costs shall be paid by the mortgagors 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 shall have possession of the property, upon paying in the meantime all taxes and assessments, ground rents, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, ground rents, public dues and charges the said 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 agent. And upon any default in any of the covenants of this mort-

gage, 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 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 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 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: John Maika (Seal)

C.M.Zachaorski Carry Maika (Seal)

State of Maryland, Baltimore City, to wit:

I Hereby Certify that on this 11th day of April in the year one thousand nine hundred and twenty-eight before me the subscriber, a Notary Public of the State of Maryland in and for the City aforesaid, personally appeared John Maika and Carry Maika, his wife, and they acknowledged the aforegoing mortgage to be their act.

At the same time also appeared Michael L. Stefanski 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.

(Notary's) Casimir N. Zachorski

(Seal) Notary Public

Baltimore, Maryland. February 16th 1937.

Paul R. Hassencamp and Paul M. Higinbothom, Receivers of the First Polish-American Building Association "Sobieski," a body corporate, by decree of the Circuit Court No. 2 of Baltimore City dated June 15, 1934, in a cause therein pending entitled "Zofia Bizon, et. al. Vs. First Polish-American Building Association, "Sobieski," a body corporate, and by subsequent decrees of said Court passed in said cause, do hereby assign the within mortgage and the mortgage debt secured thereby unto Paul R. Hassencamp and Paul M. Higinbothom, Assignees, for the purpose of foreclosure.

Witness their hands and seals the day and year first above written.

Witness: Paul R. Hassencamp (Seal)

Gordon S. Duvall Paul M. Higinbothom (Seal)
Receivers of First Polish-American Building Association, "Sobieski," a body corporate, under decree of Ct. Ct. No. 2 of Balto. City

Received for Record 18" day of Feby. 1937 , at 9 o'clock A.M. and same day recorded in Liber F.S.R., No. 28, Fol.8, Land Records of Anne Arundel County.

Frank A. Munroe, Clerk.

Assignees' Exhibit No. 2. --Filed Feby. 18 1937.

Upon consideration of the Bill of Complaint herein, the intervening petitions, the answer of the defendant corporation thereto, and the resolution of the Board of Directors filed in this cause consenting to the appointment of Receivers herein for the defendant corporation, it is this 15th day of June, 1934, by the Circuit Court No. 2 of Baltimore City, Ordered and Decreed, that Paul R. Hassencamp and Paul M. Higinbothom, be and they are hereby appointed Receivers in this cause of all the property, assets, books, papers and records of the First Polish-American Building Association, "Sobieski," the defendant corporation herein, and the Officers, Directors and Agents of said defendant corporation are hereby directed to forthwith deliver and turn over to said Receivers all the property, assets, books, papers and records of said Defendant corporation; and it is further Ordered, that before said Receivers shall proceed to act herein they shall give several bonds in the penalty of Fifty Thousand Dollars, with corporate surety, conditioned for the faithful performance of their duties herein as such Receivers; and it is further Ordered, that upon the qualification of said Receivers, they shall prepare as soon as possible and file in this cause a detailed statement of the assets of said defendant corporation with their reasonable and proper worth, and a detailed statement of all the liabilities of said corporation including the liability to the depositors thereof;

And it is further Ordered, that Richard E. Preece and Edward L. Ward, be and they are hereby appointed counsel to said Receivers in this cause, this Court, however, reserving the question of compensation to said Receivers, and said Counsel for their purely legal services herein, as to the Court may seem proper and reasonable for the services rendered by said Receivers, and the legal services of said counsel in this case;

And it is further Ordered, that the usual notice to creditors issue herein.

Eugene O' Dunne. Judge.

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 Decree signed the 15th. day of June, 1934. now on file in this office in the cause therein _____ And I further Certify that the Receivers herein named have filed their, approved bonds.

In Testimony Whereof, I hereto set my hand and affix the seal of said Circuit Court No. 2, this 9th day of February, A.D.1937

(Corporate) John Pleasants,
(Seal) Clerk.

Assignees' Exhibit No. 3 -- Filed Feby. 18" 1937.

ORDER

Upon the foregoing petition, it is this 19th day of June, 1934, by the Circuit Court No. 2 of Baltimore City, Ordered, that Paul R. Hassencamp and Paul M. Higinbothom, the Receivers in this cause of the First Polish American Building Association, "Sobieski," a body corporate, the defendant herein, be and they are hereby authorized to execute and deliver such releases of mortgages forming part of the assets of this estate, as may be found necessary in the administration of this estate, upon payment of the balances due upon such mortgages, either in cash or bonds of the Home Owners Loan Corporation, which bonds they are hereby authorized to accept in lieu of cash;

And said Receivers are further authorized to institute foreclosure proceedings upon such mortgages forming part of the assets of this estate, which are in default, and where the balances due thereon cannot be realized in any other way than by a public sale of such mortgaged property.

Eugene O' Dunne , Judge.

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 of Court signed the 19th. day of June, 1934. Now on file in this office in the cause therein _____

In Testimony Whereof, I hereto set my hand and affix the seal of said Circuit Court No. 2, this 9th day of February, A. D. 1937

(Corporate) John Pleasants,
(Seal) Clerk.

Assignees' Statement of Mortgage Claim.--Filed Feby. 18" 1937.

Baltimore, 1/19/37.

Mr John & Carrie Maika

To 1st Polish-Amer. B/A "Sobieski" Dr.

For indebtedness secured by mortgage on the property situate and known as No. 2 3/4 A-Anne Arundel Co. Street or Avenue, in Baltimore, Md., as follows:

Amount of Loan 4/11/28	$3800.00	
Less--total amount of dues paid by borrowers	464.74	$3335.26
Expense Account:		
Total amount paid into the Expense Account by borrowers	179.12	
Total amount paid out of the Expense Account by the Asso.	188.48	9.36
		$3344.62
Add--Interest for 27 week_ from 7/27/36 19__		
@$4.08 per week,		110.16
Fines for ___ week from, 19__, @ $ _____ per week		_.__
Bonus for releasing the mortgage prior to its regular maturity		_.__
Balance		$3454.78

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 16th day of February, 1937, before me, a Notary Public, of the State of Maryland, in and for said City of Baltimore, personally appeared Paul R. Hassencamp and Paul M. Higinbothom, Assignees', the Plaintiffs in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Witness my hand and Notarial Seal.

(Notary's) Gordon S. Duvall
(Seal) Notary Public.

Bond --Filed and Approved 22" March 1937

Know all Men by These Presents:

That we, Paul R. Hassencamp and Paul M. Higinbothom, of Baltimore, Md., 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 and 00/100 Dollars ($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 9th day of March in the year of our Lord, 1937.

Whereas, the above bounden Paul R. Hassencamp and Paul M. Higinbothom, by virtue of the power contained in a mortgage from John Maika and Carry Maika,his wife, to First Polish-American Building Association, bearing date the 11th day of April 1928, and recorded among the mortgage records of Anne Arundel County in Liber F.S.R. No. 28 Folio 5 and Paul R. Hassencamp and Paul M. Higinbothom are 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 Paul R. Hassencamp and Paul M. Higinbothom, do and shall well and truly and faithfully perform the trust reposed in them 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 Paul R. Hassencamp and Paul M. Higingbothom, have hereto set their 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 — Paul R. Hassencamp

in the presence of — Paul M. Higinbothom

Gordon S. Duvall — (Corporate) — Fidelity and Deposit Company of Maryland

Witness: — (Seal) — By E.V.Shockley

By Althea M. Brooke. — Attorney-in-Fact.

Report of Public Sale to Paul Joseph Maika, Amount $3385.00.--Filed July 29th. 1937.

To the Honorable, The Judge of the Circuit Court for Anne Arundel County:

The Report of Public Sale of Paul R. Hassencamp and Paul M. Higinbothom, Assignees for the purpose of foreclosure, of the mortgage filed as an exhibit in the above entitled cause, and being Assignees to make sale of the fee simple property located on the Camp Meade Road near Severn Station, Anne Arundel County, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust, which bond was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette, a weekly newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Assignees, did pursuant to said notice on Monday, July 12th, 1937, at 3.15 o'clock P.M., attend on the premises and then and there sold said property unto Paul Joseph Maika, at and for the sum of $3385.00 cash, he being then and there the highest bidder for the same.

A copy of said advertisement inserted in said newspaper, showing the time, place, manner and terms of said sale is attached hereto as part hereof.

Respectfully submitted,

Edward L. Ward — Paul R. Hassencamp

Counsel for Assignees. — Paul M. Higinbothom

Assignees.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 26th day of July, 1937, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Paul R. Hassencamp and Paul M. Higinbothom, Assignees, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

Witness my hand and Notarial Seal.

(Notary's) Gordon S. Duvall
(Seal) Notary Public.

Advertisement of Sale--

Assignee's Sale of valuable improved fee simple Property

Located on the Camp Meade Road near Severn Station, Anne Arundel County, less a part of said property heretofore conveyed as hereinafter set forth.

Under and by virtue of the power and authority contained in a mortgage from John Maika and Carry Maika, his wife, to First Polish--American Building Association "Sobieski," of Baltimore City, a body corporate, dated April 11, 1928, and recorded among the Land Records of Anne Arundel County, in Liber F.S.R.28, fol. 5&c., (default having occurred thereunder) and said mortgage having been assigned to Paul R. Hassencamp and Paul M. Higinbothom for the purpose of foreclosure, the under-signed Assignees of said mortgage will sell at public auction, on the premises, on Monday, July 12, 1937, at 3:15 o'clock, P.M.

All that lot of ground and improvements, situate and lying in Anne Arundel County, State of Maryland, and described as follows:

Beginning for the same in the centre of the county road leading from Severn Station to Camp Meade, at a point north 18 3/4 degrees west 26 feet from a stone heretofore set, and running thence and binding on the part of the ground heretofore conveyed by Thomas Lerask and wife to Emil Schultz and Sophia Schultz, his wife, dated December 13, 1915, and recorded among the Land Records of Anne Arundel County in Liber G.W.No. 121, folio 206 north 18 3/4 degrees west 573 feet to a pine stump in the north 45¼ degrees East 90½ perches line of the whole tract, thence reversing said line South 46½ degrees West 806 feet to the east side of a roadway on the same South 170 degrees East 42 feet to the centre of said County Road, thence North 89 degrees East 615 feet and thence North 74 degrees East 129 feet to the place of beginning. Saving and excepting thereout, however, all that tract of land conveyed by John Maika and wife to Solon Prince and wife, by deed dated June1, 1927 and recorded prior hereto.

Being the same lot of ground which by Deed dated March 18, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 24, fol. 308, &c., was granted and conveyed by Frank Rabbit and wife to John Maika and Carry Maika, his wife.

In Fee Simple, and improved by a large 2½ story frame dwelling, a 2 story 4 room house (frame), a 2 car garage and a store.

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

Taxes and all expenses, including any other liens imposed upon said property by said County, to be adjusted to day of sale.

A deposit of $150Ø.00 will be required of the purchaser at the time and place of sale:

balance of purchase money to bear interest from day of sale.

Paul R. Hassencamp.

633 Title Bldg., Baltimore, Md.
Plaza 0678
Paul M. Higinbothom

831 Calvert Bldg., Baltimore, Md.

Plaza 6140 Assignees.

(ORDER NISI)

Ordered, this 29th day of July, 1937, That the sale of the property mentioned in these proceedings made and reported by Paul R. Hassencamp & Paul M. Higinbothom, Assignees, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 31st. 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 31st day of August next.

The report states that the amount of sales to be $3385.00.

Frank A. Munroe, Clerk.

Certificate of Publication, Annapolis, Md., September 8,1937.

We hereby certify, that the annexed Order Nisi --Sale-Equity 7340- John Maika & wife was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of August, 1937. The first insertion being made the 5th day of August, 1937.

The Capital-Gazette Press, Inc.

By Mildred I. Rocklitz.

ORDER

Ordered By The Court, This 11" day of Sept. 1937, that the sale made and reported by the Assignee 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 Assignees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Linwood L. Clark, Judge.

Petition of Assignees for show cause Order as to why Property should not be sold at risk and expense of Purchaser, Paul Joseph Maika, and Order of Court.-Filed April 19th. 1938.

To the Honorable, the Judge of said Court:

The petition of Paul R. Hassencamp and Paul M. Higinbothom, Assignees herein, respectfully represents unto your Honor:

1. That on July 12th, 1937, as Assignees of the mortgage mentioned in this proceeding they sold at public sale unto one Paul Joseph Maika, the fee simple property comprising two and three-quarters acres located on the Camp Meade Road, near Severn Station, Anne Arundel County, particularly described in the aforesaid mortgage filed in this proceeding, upon which property the First Polish-American Building Association, "Sobieski", a corporation held a mortgage, which being in default was assigned to the above Assignees for the purpose of foreclosure, and at said mortgage foreclosure sale the said Paul Joseph Maika purchased said property at the price of $3385.00, with a deposit of $150.00 cash, leaving balance due of $3235.00, which was to be paid to the Assignees herein immediately upon final ratification of said sale by this Court.

2. Your Petitioners reported said sale to this Court on July 27, 1937, and said sale was

thereafter duly ratified by this Court, and although numerous demands have been made upon said purchaser to complete said sale and pay the balance of said purchase price, said purchaser has failed and refused to make settlement.

3. Your Petitioners represent that it is proper therefore that this Court pass an order herein to be served upon said purchaser directing him to show cause on or before a day certain to be therein named, why said property should not be sold by your Petitioners at public sale at the risk and expense of said purchaser.

Wherefore they pray, that said order may be duly passed as in such cases provided.

And as in duty, etc.

Edward L. Ward
Counsel for Assignees - Petitioners.

Paul R. Hassencamp
Paul M. Higinbothom
Assignees - Petitioners.

Sworn to before me this 13th day of April, 1938, by Paul R. Hassencamp and Paul M. Higinbothom, Assignees, Petitioners.

(Notary's) Gordon S. Duvall
(Seal) Notary Public.

Upon the foregoing Petition it is this 19" day of April, 1938, by the Circuit Court for Anne Arundel County, In Equity, Ordered, that Paul Joseph Maika, the purchaser at public sale in this proceeding of the fee simple property mentioned herein, at and for the sum of $3385.00, which sale was reported to this Court on July 27, 1937, and which has been duly ratified herein, show cause on or before the 10"day of May, 1938 , why said property should not be sold by the Assignees in this proceeding at public sale, at his risk and expense, provided a copy of this petition and order be served upon said Paul Joseph Maika, on or before the 25" day of April, next.

Linwood L. Clark, Judge.

Copy of this Petition & Order left in the hands of Paul John Maika this 21st day of April, 1938.

Joseph W. Alton, Sheriff.

Petition and Order Authorizing Resale of Mortgaged Premises at the risk of Paul Joseph Maika, former Purchaser. --Filed May 14th. 1938.

To The Honorable, The Judge of Said Court:

The Petition of Paul R. Hassencamp and Paul M. Higinbothom, Assignees, herein respectfully represents unto your Honor:

1. That on April 16, 1938, they filed a Petition herein reciting the fact that on July 12, 1937 as Assignees in this cause, they sold at public sale unto Paul Joseph Maika, the fee-simple property comprising two and three-quarters(2-3/4) acres of land and improvements located on the Camp Meade Road near Severn Station, Anne Arundel County, and which property is particularly described in the mortgage upon which this proceeding was originally docketed, at and for the price of $3385.00, upon which sum a deposit of $150.00 was made, leaving balance due of $3235.00 upon said purchase price. Said Petition also recited that said sale was reported to this Court on July 27, 1937 and was thereafter finally ratified in due course and that although your Petitioners made repeated efforts to have said purchaser conclude said sale by the payment of the balance of said purchase price, he had not done so, and your Petition-

ers requested this Court to pass a nisi order upon said Petition directing said Paul Joseph Maika to show cause why said property should not be sold by the Assignees herein at the risk and expense of the said Paul Joseph Maika.

2. That upon said Petition, this Court passed its Order on April 16, 1938 requiring the said Paul Joseph Maika to show cause on or before May 10, 1938 why the relief therein prayed should not be granted, provided a copy of said Petition and Order was served on the said Paul Joseph Maika within the time specified in said Order nisi.

3. That a copy of said Petition and Order was served on Paul Joseph Maika on April 21, 1938 and although the time limited in said Order to show cause has expired, no cause has been shown nor has any answer or other paper been filed by the said Paul Joseph Maika in this cause.

It is, therefore, obvious that said purchaser either cannot or will not conclude said sale although more than sufficient time has elapsed in which settlement could have been made since the date of sale, which was on July 12, 1937.

Wherefore your Petitioners pray that they may be authorized by this Court to resell said property in these proceedings mentioned, at the risk and expense of said Paul Joseph Maika.

And as in duty, etc.

Edward L. Ward
Counsel - Petitioners.

Paul R. Hassencamp
Paul M. Higinbothom
Assignees - Petitioners.

Sworn to before me this 12th day of May, 1938, by Paul R. Hassencamp and Paul M. Higinbothom, Assignees - Petitioners.

(Notary's)
(Seal)

Gordon S. Duvall
Notary Public.

ORDER

Upon the Foregoing Petition, it is this 14" day of May, 1938, by the Circuit Court for Anne Arundel County, In Equity, Ordered, that Paul R. Hassencamp and Paul M. Higinbothom, Assignees herein, be and they are hereby authorized to sell the fee-simple property comprising two and three-quarters (2-3/4) acres of land and improvements located on the Camp Meade Road near Severn Station, Anne Arundel County, particularly described in these proceedings, at public sale in the manner prescribed for foreclosure sales under a power of sale contained in said mortgage in accordance with the provisions of Article 66, Sections 6-10 inclusive, of the Maryland Code, said public sale to be at the risk and expense of Paul Joseph Maika, the purchaser at a public sale of said property in these proceedings on July 12, 1937, which purchaser has failed and refused to conclude said original purchase; and said Assignees shall report such sale to this Court for ratification.

Linwood L. Clark, Judge.

Report of Public Sale, to Paul R. Hassencamp and Paul M. Higinbothom, Receivers of First Polish-American Building Assn., "Sobieski," for $2400.00.Filed June 24" 1938.

To the Honorable, The Judge of Said Court:

The Report of Public Sale of Paul R. Hassencamp and Paul M. Higinbothom, Assignees for the purpose of foreclosure, of the mortgage filed as an exhibit in the above entitled cause, and being Assignees to make sale of the fee simple property located on the Camp Meade Road near Severn Station, Anne Arundel County, in the proceedings in said cause mentioned,respect-

fully shows, that after giving bond with security for the faithful discharge of their trust, which bond was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette, a weekly newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Assignees did pursuant to said notice on Monday, June 20th, 1938, at 2.30 o'clock P.M., attend on the premises and then and there sold said property unto Paul R. Hassencamp and Paul M. Higinbothom Receivers of First Polish-American Building Association, "Sobieski," a corporation, at and for the sum of $2400.00 cash, they being then and there the highest bidders for the same.

That a copy of the advertisement inserted in the Maryland-Gazette, is attached hereto as part hereof, showing the advertisement of said property in said newspaper.

That said sale was made at the risk and expense of Paul Joseph Maika, who purchased said property from these Assignees on July 12, 1937, at public sale for $3385.00 cash, but who did not conclude said purchase, and the sale hereby reported was by order of the Circuit Court for Anne Arundel County, In Equity, dated May 14th, 1938, in this cause, made at the risk and expense of said Paul Joseph Maika.

Respectfully submitted,

Edward L. Ward
Counsel for Assignees

Paul R. Hassencamp
Paul M. Higinbothom
Assignees.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 22nd. day of June, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Paul R. Hassencamp and Paul M. Higinbothom, Assignees, and made oath that the facts stated in the foregoing Report of Public Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As Witness my hand and Notarial Seal.

(Notarial)
(Seal)

Gordon S. Duvall
Notary Public.

Advertisement of Sale--Edward L. Ward, Solicitor, 1524 Fidelity Building, Baltimore, Md.

Assignee's Sale of valuable improved Fee Simple Property, located on the Camp Meade Road, near Severn Station, Anne Arundel County, less a part of said property heretofore conveyed as hereafter set forth.

Under and by virtue of the power and authority contained in a mortgage from John Maika and Carry Maika, his wife, to First Polish-American Building Association "Sobieski," of Baltimore City, a body corporate, dated April 11, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 28, fol. 5 &c., (default having occurred thereunder) and said mortgage having been assigned to Paul R. Hassencamp and Paul M. Higinbothom, for the purpose of foreclosure; and also by virtue of the power and authority contained in an order of the Circuit Court for Anne Arundel County, In Equity, in a cause therein pending entitled "Paul R. Hassenkamp and Paul M. Higinbothom, Assignees, vs. John Maika, and Carry Maika, his wife," (Equity No. 7340), said order being passed May 14, 1938; the undersigned Assignees of said mortgage will sell at public auction, on the premises, on Monday, June, 20, 1938,at 2:30 o'clock, P.M., All that lot of ground and improvements, situate and lying in Anne Arundel County, State of Maryland, and described as follows:

Beginning for the same in the centre of the county road leading from Severn Station to Camp Meade, at a point north 18 3/4 degrees west 26 feet from a stone heretofore set, and running thence and binding on the part of the ground heretofore conveyed by Thomas Lerask and wife to Emil Schultz and Sophia Schultz, his wife, dated December 13, 1915, and recorded among the Land Records of Anne Arundel County in Liber G.W.No. 121, folio 206, north 18 3/4 degrees west 573 feet to a pine stump in the north 45¼ degrees east 90½ perches line of the whole tract, thence reversing said line south 46½ degrees west 806 feet to the east side of a roadway on the same South 170 degrees East 42 feet to the centre of said county road, thence North 89 degrees East 615 feet and thence North 74 degrees East 129 feet to the place of beginning. Saving and Excepting thereout, however, all that tract of land conveyed by John Maika and wife to Solon Prince and wife, by deed dated June 1, 1927, and recorded among said Land Records.

Being the same lot of ground which by deed dated March 18, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 24, fol. 308, &c., was granted and conveyed by Frank Rabbit and wife to John Maika and Carry Maika,his wife.

In Fee-Simple, and improved by a large 2½ story frame dwelling, a 2-story 4-room house (frame), a 2-car garage and a store.

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

Taxes and all expenses, including any other liens imposed upon said property by said county, to be adjusted to day of sale.

Said sale is being conducted at the risk and expense of Paul Joseph Maika, who purchased said property at public sale on July 12, 1937, but who failed to complete said purchase,necessitating this re-sale of said property.

A deposit of $250.00 will be required of the purchaser at the time and place of sale; balance of the purchase money to bear interest from day of sale.

Paul R. Hassencamp,
633 Title Bldg., Baltimore, Md., Plaza 0678.

T.C.W.Hobbs & Co.,Inc.,

Auctioneers.

Paul M. Higinbothom,
831 Calvert Bldg., Baltimore, Md., Plaza 6140
Assignees.

ORDER NISI

Ordered, this 24th day of June, 1938, That the sale of the property mentioned in these proceedings made and reported by Paul R. Hassencamp and Paul M. Higinbothom, Assignees, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 26th 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 26th day of July next.

The report states that the amount of sales to be $2400.00

Frank A. Munroe, Clerk.

Certificate of Publication, Annapolis, Md., August 24, 1938.

We hereby certify, that the annexed Order Nisi-Sale-No. 7340 Equity John Maika & Carry Maika, his wife was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th. day of July, 1938. The first insertion being made the 30th. day of June, 1938.

The Capital-Gazette Press, Inc.
By Mildred I. Rocklitz.

Ordered By The Court, This 25" day of August, 1938, that the sale made and reported by the Assignees 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 Assignees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Linwood L. Clark, Judge.

Auditor's Report and Account --Filed May 8th. 1939.

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,

Laura R. Jickling, Auditor.

Dr. Paul R. Hassencamp and Paul M. Higinbothom, Assignees, Vs. John Maika and Wife in ac. with Paul R. Hassencamp and Paul M. Higinbothom, Assignees.

To Assignees for commissions	$108.75	$
Assignees for fee	50.00	158.75
To Assignees for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Clerk of Court - costs	18.00	
Clerk of Court - recording assignment	1.75	
Jos. W. Alton, Sheriff - costs	5.00	
Auditor	13.50	48.25
To Assignees for Expenses, viz:		
Capital-Gazette Press - advertising first/ sale	45.00	
Capital-Gazette Press - order nisi on 1st report of sale	5.00	
Capital-Gazette Press - advertising second sale	54.00	
Capital-Gazette Press - order nisi on 2nd report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
Fidelity & Deposit Co.-- bond premiums - two years	28.00	
T.C.W.Hobbs Co., Inc. - auctioneer and posting -1st sale	25.00	
T.C.W.Hobbs Co., Inc. -auctioneer, second sale	10.00	
One-half cost of revenue stamps	2.45	
Homestead Fire Ins. Co. -premium due 4/11/37 and addnl	19.69	
Homestead Fire Ins. Co. -premium due 4/11/38	21.35	
Amounts paid by Assignees for supplies and repairs - 7/12/37 and 6/20/38	10.88	231.37
To Assignees for Taxes, viz:		
1936 State and County taxes	51.62	
1937 State and County taxes	48.51	
1938 State and County taxes -adjusted	22.73	122.86

(Carried forward)

(Brought forward)		$561.23
To Paul R. Hassencamp and Paul M. Higinbothom,		
Receivers of First Polish-American Building Ass'n,		
"Sobieski", Mortgagee, this balance		2,031.69
		$2,592.92
Amount of mortgage claim filed	$3,454.78	
Interest from 1/19/37 to 7/12/37	105.00	
	3,559.78	
Cr. Amount allowed as above	2,031.69	
Balance subject to decree in personam	$1,528.09	

Cr. July 12, 1937.

Forfeited deposit on purchase price of $3,385.00 - first sale	$ 150.00	
Refund insurance premium	.37	
Proceeds of fire loss	41.80	
June 20, 1938		
Proceeds of second sale	2,400.00	
Refund of Court costs	.75	$2,592.92

ORDER NISI

Ordered, This 8th. day of May, 1939, 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 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 9th day of June next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication, Annapolis, Md., June 7, 1939

We hereby certify, that the annexed Order Nisi - Auditors' Account - John Maika & wife- No. 7340 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of June, 1939. The first insertion being made the 11th day of May, 1939.

The Capital -Gazette Press, Inc.
By Alfaretta Friend, Clerk.

In the Circuit Court for Anne Arundel County.

Ordered By The Court, This 18 day of Sept., 1939, 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 Assignees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,
Judge.

In The Matter of the Sale of the Mortgaged Real Estate of Henry P. Derschinger and Dolly R. Derschinger, his wife.	:	No. 7764 Equity In the Circuit Court for Anne Arundel County.

Mr. Clerk:

Please docket the within foreclosure and file the within original mortgage.

J. Oliver Clark, Assignee.

Mortgage, --Filed February 25" 1939. (Loan 18 C No. 711)

This Mortgage, Made this 27th day of June 1934, by and between Henry P. Derschinger and Dolly R. Derschinger, his wife of Anne Arundel County, State of Maryland, Mortgagors, and Home Owners' Loan Corporation, Mortgagee.

Whereas, the Mortgagors are indebted unto the Mortgagee in the sum of Two Thousand Eight Hundred Sixty-eight and 80/100 Dollars, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagee their joint and several promissory note of even date herewith for said sum of Two Thousand Eight Hundred Sixty-eight and 80/100 Dollars, with interest to accrue thereon at the rate of Five per centum per annum, which sum with interest the Mortgagors hereby covenant to pay to the Mortgagee at its office in Washington, D. C., in monthly instalments of $22.69 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance; and

Ex.

Whereas, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

Whereas, said Mortgagors are desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

Now Therefore This Mortgage Witnesseth, that for and in consideration of the premises and of the sum of One Dollar and other valuable considerations the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Anne Arundel County, State of Maryland, and described as follows, that is to say:

All those three lots of ground in the Fifth Election District of Anne Arundel County, Maryland, which are known and described as Lots Nos. 435, 436 and 437, Section "C" on the plat of Ferndale Farms, recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 1, folio 234, the said three lots lying on the North side of Eugenia Avenue with a combined frontage of 60 feet and an even width Northerly of 100 feet, being the same three lots of ground conveyed to the said Henry P. Derschinger and Dolly R. Derschinger his wife, by deed from George

Washington Williams, and wife, dated November 21, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 43,folio 9.

Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining , together with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple.

It is agreed by the parties hereto that wherever there is a reference in this mortgage to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of law) of the same.

Provided that if the Mortgagors shall pay or cause to be paid the aforesaid debt 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.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagors do hereby covenant to pay when legally demandable, and the Mortgagors do further covenant and agree that they shall, whenever called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

The Mortgagors covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said mortgagee, because of the failure on the part of the Mortgagors to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other contingencies, under a mortgage clause in the form approved by the Mortgagee, with insurers and to an amount approved by the Mortgagee, as a further security for said debt, and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or inpairing any equity or statutory lien or right hereunder. Upon the failure of the Mortgagors to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants in said note and in this mortgage set

forth and further covenant to keep the premises hereby mortgaged in good tenantable repair in the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder.

The Mortgagors hereby assign to the Mortgagee all rents accruing on said premises and authorize said Mortgagee, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors, and to deduct from such rents all cost of collection and administration and to apply the remainder of the same on the debt hereby secured.

All cash advances made by the Mortgagee hereunder subsequent to the closing of the loan, covenanted to be paid by the Mortgagors, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Six (6) per centum per annum. It is agreed that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagors without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee and no extension of the time for the payment of said debt given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

The Mortgagors bind themselves not to erect or permit to be erected any new buildings on said premises or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note and this mortgage shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any junior mortgage should be instituted or any junior lien of any kind should be enforced, the Mortgagee may at its option immediately declare this mortgage and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or John I. Rowe and Lansdale G. Sasscer, or either of them, at any time after such default to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, Secs 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives 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 a newspaper printed in Anne Arundel County, and such other notice as by the Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or 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 (25) 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 Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus (if any) shall be paid to the Mortgagors, or to whomever may be entitled thereto.

The Mortgagors 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, or under the assent to decree as hereinbefore set forth, 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 debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which expenses, costs and commission the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and Lansdale G. Sasscer , or either of them, shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

And the Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

Witness the hands and seals of the Mortgagors.

Test: Henry P. Derschinger (Seal)

Augusta M. Brown Dolly R. Derschinger (Seal)
As to both

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 27th day of June, 1934, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Henry P. Derschinger and Dolly R. Derschinger, 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 Wilfred A. Hearn, Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

(Notary's) Augusta M. Brown

(Seal) Notary Public.

My commission expires the 6 day of May, 1935.

For Value Received, the Home Owners' Loan Corporation hereby assigns the within mortgage unto J. Oliver Clark, for the purpose of collection and foreclosure.

As Witness, the seal of said Corporation and the hand of Charles B. Lyddane, duly

authorized, its Regional Treasurer, this 14th day of February, 1939.

Witness: (Corporate) Chas. B. Lyddane

Esther Reamer (Seal) Regional Treasurer .

Received for Record 25 day of Feby. 1939, at 10-30 o'clock A.M. and the same day recorded in Liber W. M. B. No 127 Fol. 490, Land Records of Anne Arundel County.

John H. Hopkins, 3rd. Clerk,

Statement of Mortgage Claim--Filed March 14th. 1939.

Statement of Mortgage Claim of Home Owners' Loan Corporation under the mortgage (filed in the above entitled case) from the defendants above captioned:

	Loan #18-27-C-711
Date of Loan	6-27-34
Original Amount of Loan	$2,868.80
Applied to Principal	9.10
Principal Balance Due	2,859.70
Unpaid Interest due as of 10-27-38 to 3-17-39	55.63
TOTAL AMOUNT DUE 3-17-39	2,915.33

George R. Davis

Deputy for the Regional Accountant

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 7th day of March in the year nineteen hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared George R. Davis, Deputy for the Regional Accountant of the Home Owners' Loan Corporation, the plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just 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's) Edward C. Golder

(Seal) Notary Public

Bond --Filed and Approved 17th March 1939

Know All Men By These Presents:

That we, J. Oliver Clark 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 One Thousand ($1000.00) 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 16th day of March in the year of our Lord 1939.

Whereas, the above bounden J. Oliver Clark by virtue of the power contained in a mortgage from Henry P. Derschinger & Dolly R. Derschinger, his wife to Home Owners' Loan Corporation bearing date the 27th day of June, 1934 and recorded among the mortgage records of Anne Arundel County in Liber W. M. B. No. 127 Folio 486 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 J. Oliver Clark 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 J. Oliver Clark has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney, attested by its in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of Margaret E. Branzell

Attest:

By Margaret E. Branzell

(Corporate) (Seal)

J. Oliver Clark (Seal)

Fidelity and Deposit Company of Maryland.

By J. Oliver Clark

Attorney - in - Fact.

Assignee's Report of Sale--Filed March 20th. 1939.

To The Honorable, The Judges of Said Court:

The Report of Sale of J. Oliver Clark, Assignee of the mortgage filed in these proceedings, respectfully shows:

(1). That under and by virtue of the power of sale contained in a mortgage from Henry P. Derschinger and Dolly R. Derschinger, his wife, dated the 27th day of June, 1934, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 127 folio 486, the said J. Oliver Clark, as the Assignee of said mortgage, by short assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due 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 also by handbills distributed throughout the vicinity of the property and elsewhere, did on Friday, March 17th, 1939 at 11:00 o'clock A. M. at the Court House door, in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said J. Oliver Clark, Assignee as aforesaid, then and there sold the said property to the Home Owners' Loan Corporation at and for the sum of Twenty-eight Hundred Dollars ($2800.00), it being at that figure the highest bidder therefore, the said property being the following:

All those three lots of ground in the Fifth Election District of Anne Arundel County, Maryland, which are known and described as Lots Nos. 435, 436 and 437, Section "C" on the Plat of Ferndale Farms, recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 1 folio 234, the said three lots lying on the North side of Eugenia Avenue with a combined frontage of 60 feet and an even width Northerly of 100 feet, being the same three lots of ground conveyed to the said Henry P. Derschinger and Dolly R. Derschinger, his wife, by deed from George Washington Williams, and wife, dated November 21, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 43 folio 9.

Improvements consist of two story frame dwelling containing seven rooms, one bath.

(2). And the said Assignee further reports that he has received from the purchaser the deposit of Three Hundred Dollars ($300.00) required by the terms of said sale, and has also

obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

Terms of Sale: A deposit of $300.00 will be required of the purchaser at the time of the sale, and the balance of the purchase money with interest thereon at the rate of 6% per annum to be paid in cash upon final ratification of sale.

Taxes and insurance to be adjusted as of the date of this sale.

Respectfully submitted,

J. Oliver Clark, Assignee.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 20th, day of March, 1939, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Oliver Clark, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

Witness my hand and Notarial Seal,

(Notary's) Ruby W. Chaney

(Seal) Notary Public.

ORDER NISI

Ordered, this 20th day of March, 1939, that the sale of the real estate mentioned in these proceedings, made and reported by J. Oliver Clark, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 21st day of April, 1939; 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 April, 1939.

The report states the amount of sales to be Twenty-eight Hundred Dollars ($2800.00).

John H. Hopkins,3rd., Clerk.

Certificate of Publication, Annapolis, Md. April 25, 1939

We hereby certify, that the annexed Order Nisi - Sale - Derschinger #7764 Eq. 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 21st day of April, 1939. The first insertion being made the 23rd. day of March, 1939.

The Capital-Gazette Press, Inc.

By H. L. Strange

ORDER

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 26 day of April, 1939, that the sale made and reported by J. Oliver Clark, Assignee, 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 it is hereby further Ordered that the said Assignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin, __ __

Auditor's Report and Account,----Filed May 9th., 1939

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.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Henry P. Derschinger and Wife in ac. with J. Oliver Clark, Assignee.

To Assignee for fee in lieu of commissions	$ 50.00	$ 50.00
To Assignee for Court costs, viz:		
Clerk of Court - costs	24.75	
Auditor	9.00	33.75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	18.75	
Capital-Gazette Press - handbills	4.75	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct	5.00	
George W. Scible - auctioneer	10.00	
Fidelity & Deposit Co. - bond premium	10.00	
Ruby W. Chaney - notary fee	.50	
One-half Federal revenue stamps	1.50	
One-half State revenue stamps	1.40	56.90
To Assignee for Taxes, viz:		
1938 State and County taxes	47.11	
1939 State and County taxes -adjusted	10.87	57.98
To Assignee for Benefit charges, viz:		
Anne Arundel County Sanitary Comm.-		
" " 1935 Sanitary charges	12.98	
" " 1936 Sanitary charges	19.70	
" " 1937 Sanitary charges	18.29	
" " 1938 Sanitary charges	16.89	
" " 1939 Sanitary charges (adj.)	3.19	71.05
To Home Owners Loan Corporation, Mortgagee, this balance		2,530.32
		$2,800.00
Amount of mortgage claim filed	$2,915.33	
Cr. Amount allowed as above	2,530.32	
This balance subject to decree in personam	$ 385.01	

Cr. March 17 1939

Proceeds of Sale $2,800.00

ORDER NISI

Ordered, This 9th day of May, 1939, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 10th day of 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 10th day of June next.

John H. Hopkins,3rd., Clerk.

Certificate of Publication, Annapolis, Md., June 7,1939.

We hereby certify, that the annexed Order Nisi-Auditors' Acct. - Derschinger - was published

in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of June, 1939. The first insertion being made the 11th day of May, 1939.

The Capital-Gazette Press, Inc.
By Alfaretta Friend, Clerk.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 13 day of June, 1939, 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 Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

In the Matter of the Change of Name of James C. Tatum.	:	No 7765 Equity In the Circuit Court for Anne Arundel County.

Petition to change name to Edward James Royster --Filed Feby. 27th., 1939.

To the Honorable, the Judge of said Court:

The petition of James C. Tatum respectfully shows:

1. That your Petitioner was born on the 21st day of July, in the year 1913, at Blue Springs, Missouri.

Ex 2. That prior to reaching the age of his majority he left home and started to make his way in this world alone and in order that his parents might not locate him and have him returned he assumed the name of Edward James Royster.

3. That your Petitioner has resided in Anne Arundel County for three years and is now twenty five years of age and all his friends and associates know him by the name of Edward James Royster.

Wherefore, your Petitioner prays:

1. That his name might be changed to Edward James Royster.

And as in duty bound, etc.

George B. Woelfel,
Solicitor for Petitioner.

James C. Tatum,
Petitioner

State of Maryland, Anne Arundel County, to wit:

I hereby certify that upon this 19th day of December, in the year 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James C. Tatum who 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 and belief.

Witness my hand and seal Notarial.

(Notary's)
(Seal)

Mary M. Hoff,
Notary Public.

Order of Publication -- Filed Feby. 27th. 1939.

The object of this petition in the above entitled case is to change the name of James C. Tatum to Edward James Royster.

The petition states:

That your Petitioner was born on the 21st day of July, in the year 1913, at Blue Springs, Missouri.

That prior to reaching the age of his majority he left home and started to make his way in this world alone and in order that his parents might not locate him and have him returned he assumed the name of Edward James Royster.

That your Petitioner has resided in Anne Arundel County for three years and is now twenty five years of age and all his friends and associates know him by the name of Edward James Royster.

It is, thereupon, Ordered, by the Circuit Court for Anne Arundel County, sitting in Equity, this 27th day of February, in the year 1939, that the Petitioner cause a copy of this order, together with the object and substance of the petition to be published in some newspaper published in Anne Arundel County, once a week for four successive weeks before the 30th. day of March, 1939, to show cause, if any there may be, on or before the 13th. day of April, 1939, why the decree sought should not be passed as prayed.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication, Annapolis, Maryland.

This is to Certify, That the annexed advertisement of Order of Publication was inserted in The Southern Maryland Times, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of March, 1939; that is to say, the same was inserted in the issues of March 3,10,17,24, 1939.

The Southern Maryland Times

Thomas L. Christian, Business Manager.

By: Jeannette Cadell.

Final Decree changing name from James C. Tatem to Edward James Royster. April 26, 1939.

Filed April 26th., 1939.

Upon consideration of the aforegoing petition and affidavit,

It is this 26 day of April in the year 1939 by the Circuit Court for Anne Arundel County, sitting in Equity, Ordered and Decreed That the name of James C. Tatem, of Annapolis, Anne Arundel County, State of Maryland be and the same is hereby change_ to Edward James Royster as prayed in said petition.

And it is further Adjudged, Ordered and Decreed that the petitioner pay the costs of these proceedings, to be taxed by the Clerk.

Ridgely P. Melvin, Judge.

In the matter of the Sale of the	:	No. 7576 Equity
Mortgaged Real Estate of	:	In the Circuit Court for
Fannie Stewart.	:	Anne Arundel County.

Mr. Clerk:

Please docket this case and file the original Mortgage.

Eugene P. Childs, Attorney.

Mortgage -- Filed March 8th., 1938.

This Mortgage, Made this fourth day of November in the year nineteen hundred and thirty-two, by and between Fannie Stewart, Widow Mortgagor of Anne Arundel County in the State of Maryland, of the first part, and Eugene P. Childs, Committee, hereinafter called Mortgagee, of the second part.

Witnesseth, Whereas by a Decree of the Circuit Court for Anne Arundel County dated the 12th day of March 1925, Eugene P. Childs was appointed Committee of the person and estate of Benjamin Watts, Lunatic, in the place and stead of Samuel P. Chew, retired known as No 4415 Equity, and

Whereas by an Order of said Court dated the 3rd day of November, 1932 the said Eugene P. Childs, Committee was authorized and directed to make the hereinafter mentioned loan of Five hundred and fifty Dollars ($550.00),

And Whereas the said Mortgagor is indebted unto Eugene P. Childs, Committee of the person and estate of Benjamin Watts, Lunatic in the full and just sum of Five hundred and fifty Dollars ($550.00) and as evidencing said sum, the said Mortgagor has passed unto the said Mortgagee, her joint and several promissory note for said sum of even date herewith and payable in three years after date as well as her six other promissory notes for Sixteen dollars and fifty cents ($16.50) each and payable in six, twelve, eighteen, twenty-four, thirty and thirty- six months after date to secure the interest thereon to accrue, and

Whereas it was a condition precedent to the granting of said loan that these presents should be executed for the purpose to more effectually secure the payment of said sum to accrue at the time limited for the payment of the same.

Now this Mortgage witnesseth, that in consideration of the premises and the sum of One Dollar, the said Mortgagor, Fannie Stewart, does grant and convey unto the said Mortgagee, his successors and assigns, in fee simple, all that lot of ground situate and lying in the Second Election District of Anne Arundel County, and being known as Lot No. one (1) in the subdivision of the Estate of the said Elias Queen and more particularly described as follows,

Beginning for the same at a stone planted on the southwest corner of a lot now owned by by F. White, said stone being one of the original boundaries of the five acres sold by Elias Queen to Henry Lane, and running with the line as said lot from thence South 70 degrees 12 minutes East 560 feet to a stone it being another boundary of the five acres sold to Lane; thence South 19 degrees 45 minutes West 201 feet; thence North 66 degrees 55 minutes West 625 feet to the public road leading to South River then bounding on the same North 41 degrees 15 minutes East 177 feet 10 inches to the point of beginning. Containing 2 1/2 acres of land, more or less.

It being the identical property which was granted and conveyed unto the said Fannie Stewart by Charles Queen and others by deed dated the 18th day of July in the year 1907 and recorded among the land record books of Anne Arundel County in Liber G. W. No. 53 folio 419.

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 said Mortgagee, his successors and assigns forever.

Provided, that if the said Mortgagor, her heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Five Hundred and Fifty ($550.00) 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 Mortgagor shall posess 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 herself, her heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at thetime 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 successors and assigns, or Eugene P. Childs, his or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, 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 successors and 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 ($25.00) 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 successors and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said mortgagor, her personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for herself, her heirs, personal representatives and assigns, 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 Mortgagor for herself, her heirs,

personal representatives and assigns, does hereby covenant to pay, and the said Mortgagee, his successors and assigns or Eugene P. Childs, his 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.

Witness the hand and seal of the said Mortagor

Test: Fannie Stewart (Seal)

F. Wilhelmina Pettebone

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this fourth day of November in the year nineteen hundred and thirty-two before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Fannie Stewart, Widow the Mortgagor named in the afore-going Mortgage and she acknowledged the afore-going Mortgage to be her act. At the same time also appeared Eugene P. Childs the Mortgagee and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Witness my hand and seal Notarial.

(Notary's) F. Wilhelmina Pettebone

(Seal) Notary Public.

Statement of Mortgage Claim---Filed March, 8" 1938.

Amount of Loan			$550.00
Interest Nov. 4, 1932 to April 4, 1938--5 yrs & 5 mo.		$178.75	
	Paid on acct.		
Oct. 3, 1933	$16.50		
June 7,1935	33.00		
Aug. 8, 1935	17.50		
Sept. 3, 1935	17.20	84.20	$94.55
Bal. due on acct. of interest		94.55	
Total balance due on acct. of mortg. & int.			$644.55

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 8th day of March 1938 before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Eugene P.-Childs, Administrator of the Estate of Benjamin Watts and made oath that the above Statement of Mortgage Claim is true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

(Notary's) Dorothy M. Trench

(Seal) Notary Public.

Bond--Filed and Approved 8th March 1938.

Know All Men By These Presents:

That we, Eugene P. Childs, Annapolis, Maryland as Principal, and the American Bonding Company of Baltimore, 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 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, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 8" day of March, in the year of our Lord, Nineteen Hundred and thirty eight.

Whereas, the above bounden Eugene P. Childs by virtue of the power contained in a mortgage from Fannie Stewart, widow, to Workingmens Building and Loan Association bearing date the fourth day of November, 1932 and recorded among the mortgage records of Anne Arundel County in Liber F. S. R. No. 110 Folio 58 and the said Eugene P. Childs 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 Eugene P. Childs 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 Eugene P. Childs has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney, attested by its Agent, the day and year first herein above written.

Signed, sealed and delivered in the presence of :
Dorothy M. Trench
Myrtle Sturm, Agent.

Eugene P. Childs, (Seal)

(Corporate) (Seal)

American Bonding Company of Baltimore
By: Eugene P. Childs, Attorney

Report of Sale--Filed April 6" 1938.

To the Honorable the Judges of said Court.

The Report of Sale of Eugene P. Childs, Attorney named in the mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Fannie Stewart, Widow, dated the 4th day of November, 1932 and recorded in Liber F. S. R. No. 110, folio 58, one of the land records of Anne Arundel County, default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described at public auction, at the Court House Door in the City of Annapolis, Maryland, on Tuesday, April 5th, 1938 at 11:00 o'clock A. M. That your attorney received no bids for said property and therefore withdrew the same.

Respectfully submitted,

Eugene P. Childs, Attorney

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 5th day of April in the year 1938, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally apprared Eugene P. Childs, Attorney in the above Report of Sale, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of this knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

(Notary's) Dorothy M. Trench
(Seal) Notary Public.

Advertisement of Sale -- Filed March8th, 1938.

Attorney's Sale of Valuable Real Estate Situate in the Second Election District of Anne Arundel County at Camp Parole, Md.

At the request of the mortgagor, and by virtue of a power of sale contained in a mortgage from Fanny Stewart, dated November 4th, 1932 and recorded in Liber F. S. R. No. 110,folio 58, default having occurred, the undersigned attorney, named in said mortgage, will sell at Public Auction at the Court House door in the City of Annapolis, Maryland on Tuesday April 5th at Eleven O'clock A. M.

All of that lot containing about two acres of land, unimproved, and divided into ten (10) lots, two of which have a frontage of forty feet each on the State Road leading from Parole to South River bridge, and five (5) thereof having a frontage fifty feet on a private road and three (3) thereof having a frontage of forty feet on said private road.

This property is excellently located for development purposes, and will first be offered by lots and afterwards as a whole, and will be sold in that manner that yields the highest price.

Terms of Sale, if sold in lots: a deposit of $25.00 will be required on day of sale for each lot, and if sold as a whole: $200.00 will be required of purchaser on day of sale, and balance in cash in either case, on final ratification of sale by the Court, with interest at 6 %.

For further particulars apply to undersigned.

Eugene P. Childs, Attorney.

Report of Private Sale --Order thereon--Filed May 3rd. 1939.

To the Honorable the Judges of said Court:

The report of private sale of Eugene P. Childs, Attorney named in the mortgage filed in this case, respectfully states:

That heretofore on the 5th day of April 1938, the said Eugene P. Childs, Attorney, named in the mortgage from Fannie Stewart, widow, offered said property under the power contained in said mortgage at public sale at the Court House Door, but received no bid therefor, as will appear by his report filed in this case on the 6th day of April 1938, he therefore withdrew the property and offered the same at private sale with the consent of the mortgagee.

That he has recently received an offer of Six Hundred ($600.00) dollars for said property from John R. Wiseman and Edith Prann, which offer he submitted to the Mortgagor, Fannie Stewart, who was willing to accept the same, and executed a deed to John R. Wiseman and Edith Prann, subject to the confirmation of the sale by this Court. Said deed being herewith presented to the Court as evidence, (not to be filed as exhibit) of its execution.

That, although there will be a loss to the mortgagee, your attorney believes it best to make sale at that price, rather than risk another public sale which may entail a further loss.

Respectfully submitted,

Eugene P. Childs.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 3rd day of May, 1939 before me, the subscriber, a Notary

Public of the State of Maryland in and for the County aforesaid, personally appeared Eugene P. Childs, Attorney in the above Report of Sale, and made oath in due form of law that the matters and things 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.

Witness my hand and seal Notarial.

(Notary's) Dorothy M. Trench
(Seal) Notary Public.

I, Eugene P. Childs, Committee of Benjamin Watts, and Administrator of the Estate of Benjamin Watts, do hereby consent to the immediate ratification of the sale herein reported.

Eugene P. Childs,
Committee of Benjamin Watts and Administrator of the Estate of Benjamin Watts.

Ordered, by the Circuit Court for Anne Arundel County, this 4th day of May 1939, that the private sale made and reported by Eugene P. Childs, Attorney, be and the same is hereby ratified and confirmed, it appearing that the mortgagee consents thereto, and the mortgagor has signified her consent by signing a deed for said property: and the Attorney is allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Amended Report of Sale---Filed May 19" 1939.

To the Honorable the Judges of said Court.

The Amended Report of private sale of Eugene P. Childs, Attorney in the above entitled case, respectfully states.

That heretofore, on the 3rd day of May 1939, your said Attorney reported the private sale of the property of Fannie Stewart at and for the sum of Six Hundred ($600.00) dollars, which sale was finally ratified by this Court on the 4th day of May 1939.

That the price, as reported in said private sale was erroneous, the property having sold for Six Hundred Fifty ($650.00) dollars, which mistake was discovered this day, while preparing the papers to be submitted to the Auditor.

Respectfully submitted,
Eugene P. Childs, Attorney

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 18th day of May 1939 before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Eugene P. Childs and made oath in due form of law that the above amended report of sale is true as therein stated and that the sale was fairly made.

Witness my hand and Notarial seal this 18" day of May, 1939.

(Notary's) Dorothy M. Trench
(Seal) Notary Public.

Ordered, by the Circuit Court for Anne Arundel County, this 18 day of May, 1939, That the private sale made and reported by Eugene P. Childs, Attorney, be and the same is hereby ratified and confirmed, and the attorney is allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account--Filed June 7th., 1939.

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.

Laura R. Jickling, Auditor.

In the Matter of the Sale of the Mortgaged Real Estate of Fannie Stewart in ac. with Eugene P. Childs, Attorney.

To Attorney for fee	$ 25.00	
To Attorney for Commissions	41.50	$66.50
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	13.65	
Auditor	9.00	32.65
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale order nisi on	22.00	
Capital-Gazette Press - report of sale order nisi on	5.00	
Capital-Gazette Press - Auditor's acct.	5.00	
Wm. H. Moss & Co. - auctioneer	6.00	
Myrtle Sturm, Agent - bond premium	10.00	
Dorothy M. Trench - notary fees	1.50	
One-half cost of Federal Revenue stamps	.50	
One-half cost State revenue stamps	.35	50.35
To Attorney for Taxes, viz:		
1936 State and County taxes	5.65	
1937 State and County taxes (bal.)	9.11	
1938 State and County taxes (bal.)	4.08	
1939 State and County taxes (adj.)	.91	19.75
To Eugene P. Childs, Committee of Benj. Watkins, mortgagee - on account of mortgage claim		480.75
		$650.00

Amount of mortgage claim filed	644.55
Cr. Amount allowed as above	480.75
Balance subject to decree in personam	$163.80

Cr. Mar. 8, 1939

Proceeds of sale $650.00

ORDER NISI

Ordered, This 7th day of June, 1939, That the Report and Account of the Auditor, filed in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 8th day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the

8th. day of July next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication, Annapolis, Md., July 7, 1939

We hereby certify, that the annexed Order Nisi-- Auditor's Account Fannie Stewart No. 7576 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of July, 1939. The first insertion being made the 8th day of June, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 21 day of Sept. 1939, 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

In the Matter of the Sale of the Mortgaged Real Estate of Perry Garst.	: : :	No. 7774 Equity. In the Circuit Court for Anne Arundel County.

Mr. Clerk:

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

M. Clare M. Green, Assignee

Mortgage---Filed March 13th. 1939.

Ex

This Mortgage Made this First day of April in the year nineteen hundred and twenty-nine, by and between Perry Garst, Widower, of Anne Arundel County, State of Maryland, of the first part, hereinafter called "Mortgagor"; and Martin M. Smith, also of said County and State, of the second part, hereinafter called "Mortgagee."

Whereas, the said Mortgagor has this day received by way of loan from the said Mortgagee the sum of Six Thousand Dollars ($6,000.00), as evidence of which he has passed to the said Mortgagee his promissory note for said sum, of even date herewith, and payable three years after date, with interest thereon at the rate of six per centum per annum,payable semi-annually, as evidenced by his six other promissory notes, of even date herewith, each for the sum of One Hundred and Eighty Dollars ($180.00), and payable, respectively, at succeeding intervals of six months after date; and

Whereas, it was a condition precedent to the granting of said loan that this mortgage should be executed for the purpose of securing the payment of the said notes, together with any and all renewals thereof or substitutes therefor, at the times limited for the same.

Now, Therefore, This Mortgage Witnesseth: That in consideration of the premises and of the sum of Five Dollars ($5.00), the said Mortgagor does hereby grant and convey unto the said Mortgagee, his heirs and assigns, in fee simple, the following property, namely:

(1). All that tract of land situate in the Eighth Election District of Anne Arundel County, Maryland, containing one hundred and one-six-teenth acres (100-1/16) of land, more or less, which is particularly described by metes and bounds, courses and distances in the

deed thereof from Paul Irvine McElroy, unmarried, to the said Perry Garst and Elizabeth Q. Garst, his wife, dated November 15, 1910, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 83 folio 143; the entire fee simple title to said property having become vested in the said Perry Garst upon the death of the said Elizabeth Q. Garst, his wife, on the 13th day of December, 1914.

(2). All that lot of ground sutuate in the Eighth Election District of Anne Arundel County , Maryland, which is particularly described in the deed thereof from Charles H. Crowner and Serena Crowner, his wife, to the said Perry Garst, dated October 12, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 71 folio 487.

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 Mortgagee, his heirs and assigns forever.

Provided, that if the said Mortgagor, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Six Thousand ($6,000.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the convenants herein on their part to be performed, then this mortgage shall be void. And it is agreed that, 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 himself and his heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue 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 heirs, personal representatives or assigns, or Ridgely P. Melvin, 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 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 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 Mortgagor, his heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for himself and 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 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 Mortgagor for himself and his heirs, personal representatives and assigns, does hereby covenant to pay, and the said Mortgagee, his heirs, personal representatives or assigns, or Ridgely P. Melvin, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses costs and 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 Mortgagor for himself and his heirs, personal representatives and assigns, does further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, his heirs, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand ($6,000.00) Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, 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 hand and seal of the said Mortgagor.

Test: M. Schiller. Perry Garst (Seal

State of Florida, County of Manatee, To Wit:

I Hereby Certify, that on this First day of April, in the year nineteen hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Florida, in and for the County aforesaid, personally appeared Perry Garst, Widower, the Mortgagor named in the aforegoing Mortgage and duly acknowledged the aforegoing Mortgage to be his act.

Witness my hand and Seal Notarial.

Notary Public for the State of Florida at large. My Commission Expires Oct . 18, 1929. (Notary's) (Seal) Lois O. Morse Notary Public

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this fourth day of April, 1929,before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Ridgely P. Melvin, Agent and Attorney in Fact of the within named Mortgagee, and made oath in due form of law that the consideration named in the aforegoing mortgage is true and bona fide, as therein set forth, and also that he is the Agent of the said Mortgagee and duly authorized to make this affidavit.

Witness my hand and Seal Notarial.

(Notary's) (Seal) Laura R. Jickling Notary Public.

For value received we hereby assign the within mortgage and the debt thereby secured to

G. C. Hopkins and Eva M. Hopkins, his wife, without recourse.

Witness our hands and seals this 8th day of June, 1932.

Test:- Juliet D. Strahorn (Seal)

Laura R. Jickling. Ridgely P. Melvin (Seal)
Extrs. of estate of Martin M. Smith, dec'd.

Received for Record 14 day of June, 1932 at 2:30 o'clock P.M. and same day recorded in Liber F. S. R. No. 48 Fol. 157 Land Records of Anne Arundel County.

Frank S. Revell, Clerk.

For value received we hereby assign the within mortgage and the notes secured thereby to M. Clare M. Green, for the purpose of foreclosure only.

Witness our hands and seals this twenty fourth day of February, 1939.

Witness: G. C. Hopkins, (Seal)

Myrtle Sturm. Eva M. Hopkins, (Seal)

Received for Record 13th day of March, 1939, at 10:15 o'clock A. M. and the same day recorded in Liber F. S. R. No. 48, Fol 157, Land Records of Anne Arundel County.

John H. Hopkins,3rd., Clerk.

Statement of Mortgagee's Claim. Filed 4 April, 1939.

Amount of Principal of Mortgage dated April 1, 1929, and recorded in Liber F. S. R. No. 48 folio 154		$4200.00
Interest from April 8, 1932 to April 4, 1939		1761. 90
		$5961. 90
Less payments made December 6, 1932	$126.00	
July 19, 1937	600.00	
	30.00	756.00
		$5205.90

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this 3rd day of April in the year nineteen hundred and thirty-nine before me, the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared M. Clare M. Green, Assignee, and made oath in due form of law that the above statement is just and true and that no payments have been made for more than credits given.

Witness my hand and seal Notarial,

(Notarial) Myrtle Sturm,

(Seal) Notary Public

Bond--Filed and Approved 4th 1939

Know All Men By These Presents:

That we, M. Clare M. Green of Annapolis, Anne Arundel County, Maryland, as Principal and the American Bonding Company of Baltimore, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten thousand dollars, to be paid to the State of Maryland aforesaid; to which payment, well and truly to be made and done, we bind ourselves and every of us, our and every of our Heirs, Executors, Administrators, successors and assigns, in the whole, and for the whole, jointly and severally, firmly by these presents.

Sealed with our seals and dated this third day of April, in the year of our Lord nineteen hundred and thirty nine.

Whereas, the above bounden M. Clare M. Green by virtue of the power contained in a mort-

gage from Perry Garst, widower, to Martin M. Smith bearing date the first day of April, nineteen hundred and twenty nine and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 48 folio 154, and duly assigned to the said M. Clare M. Green on the 24th day of February, 1939, said assignment recorded among the aforesaid Land Records in Liber F. S. R. No. 48 folio 157, and the said M. Clare M. Green, as Assignee 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 M. Clare M. Green does and shall well and truly and faithfully perform the trust reposed in her 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 M. Clare M. Green has hereto set her hand and seal ~~and seal~~ and the said body corporate has caused these presents to be duly signed by its Attorney, attested by its Agent the day and year first herein above written.

Signed, sealed and delivered in the presence of Myrtle Sturm — (Corporate) (Seal) — M. Clare M. Green, (Seal)

The American Bonding Company of Baltimore

Attest: Myrtle Sturm, Agent. — By: Eugene P. Childs, Atty.

Report of Sale and Order Nisi on same., Filed April 5th. 1939.

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

The Report of M. Clare M. Green, Assignee, of the mortgage filed in these proceedings authorized to make sale of the property therein mentioned in the even of default thereunder respectfully shows:

That said mortgage being in default and after having given twenty days notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette and The Evening Capital newspapers printed and published in Annapolis and Anne Arundel County, she did pursuant to the said notice of sale attend in person at the Court House Door in the City of Annapolis, Maryland, on Tuesday the 4th day of April, 1939, at 11.15 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: (1) All that tract of land situate in the Eighth Election District of Anne Arundel County, Maryland containing 100 1/16 acres of land, more or less, being the same property described in a deed from Paul Irvine McElroy, unmarried, to Perry Garst and Elizabeth Q. Garst, his wife, dated November 15, 1910 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 83 folio 143.

(2) All that lot of ground situate in the Eighth Election District aforesaid which is described in the deed from Charles H. Crowner and wife to Perry Garst, October 12, 1922, and recorded among the aforesaid Land Records in Liber W. N. W. No. 71 folio 487. And sold the above described two tracts of land to George C. Hopkins and Eva M. Hopkins, his wife, at and for the sum of Six thousand nine hundred and fifty dollars, they being at that price then and there the highest bidders therefor, the said purchasers have agreed to comply

with the terms of sale, the agreement of the purchasers and certificate of the auctioneer marked Exhibit M. C. M. No. 1 with Report of Sale is filed herewith.

All of which is respectfully submitted,

M. Clare M. Green , Assignee.

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this fourth day of April in the year nineteen hundred and thirty nine before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared M. Clare M. Green, Assignee, and made oath in due form of law that the matters and facts set forth in the aforesaid Report of Sale are true as therein set forth, and that said sale was fairly made.

Witness my hand and seal Notarial,

(Notary's) Myrtle Sturm
(Seal) Notary Public

Advertisement of Sale

Assignee's Sale of valuable Real Estate in the Eighth Election District of Anne Arundel County, situate on the Chesapeake Bay near Shady Side, Md.

By virtue of the power of sale contained in a mortgage from Perry Garst, widower, dated the first day of April, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R., No. 48, Folio 154, and duly assigned, default having occurred thereunder, the undersigned Assignee will offer at public sale at the Court House Door, in the City of Annap olis, Maryland, on Tuesday, April 4th, 1939 at 11:15 A. M. the property mentioned and described in said mortgage to-wit:

(1). All that tract of land situate in the Eighth Election District of Anne Arundel County, Maryland, containing 100 1/16 acres of land more or less, being the same property described in a deed from Paul Irvine McElroy, unmarried, to Perry Garst and Elizabeth Q. Garst, his wife, dated November 15,1910, and recorded among the Land Records of Anne Arundel County in Liber G. W. , No. 83, Folio 143.

(2). All that lot of ground situate in the Eighth Election District aforesaid which is described in the deed from Charles H. Crowner and wife to Perry Garst, October 12, 1922, and recorded among the aforesaid Land Records in Liber W. N. W., No. 71, Folio 487.

This property is unimproved and offers a splendid opportunity for development purposes.

Terms of Sale:--All cash upon ratification of sale by Court. A deposit of $1,000 will be required of the purchaser on the day of sale and the balance of the purchase money to bear interest at the rate of 6 per cent per annum from the day of sale.

Taxes to be adjusted to day of sale.

M. Clare M. Green, Assignee ,
14 Church Circle, Annapolis, Md.

George W. Scible, Auctioneer.

This is to certify that we have this day purchased at public auction from M. Clare M. Green, Assignee the property herein described at and for the sum of Sixty nine hundred and fifty dollars and we agree to comply with the terms of sale.

Witness our hands and seals this fourth day of April, nineteen hundred and thirty nine.

Witness:

G. C. Hopkins (Seal)
Eva M. Hopkins (Seal)

Myrtle Sturm.

This is to certify that I have this sold at public auction for M. Clare M. Green, Assignee, the property herein described to George C. Hopkins and Eva M. Hopkins, his wife, at

and for the sum of Sixty nine hundred and fifty dollars, they being at that price the highest bidders therefor.

Witness my hand and seal this fourth day of April, nineteen hundred and thirty nine.

Witness: Myrtle Sturm.

Geo. W. Scible, Auctioneer.

ORDER NISI

Ordered this 5th. day of April in the year 1939, that the sale of the property mentioned in these proceedings made and reported by M. Clare M. Green, Assignee, be ratified and confirmed unless cause to the contrary be shown on or before the 6th. 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 6th. day of May next.

The Report states the amount of sale to be $6950.00.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication, Annapolis, Md., May 8--1939.

We hereby certify, that the annexed Order Nisi - Sale- Garst #7774 Eq. 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 6th day of May, 1939. The first insertion being made the 6th day of April, 1939.

The Capital-Gazette Press, Inc.
By H. L. Strange

ORDER

Ordered this 10th day of May in the year nineteen hundred and thirty nine, that the sale within reported be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given as directed by the preceding order, the Assignee is allowed the usual commission and such expenses as she may produce vourchers for to the Auditor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account --Filed May 29th. 1939.

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.

Laura R. Jickling, Auditor.

In the Matter of the Sale of the Mortgaged Real Estate of Perry Garst in ac. with M. Clare M. Green, Assignee.

To Assignee for fee	$100.00	$
To Assignee for commissions	239.57	339.57
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	12.10	
Clerk of Court -recording assignment	.75	
Auditor	9.00	31.85
To Assignee for Expenses, viz:		
Capital-Gazette Press- advertising sale	36.25	
Capital-Gazette Press - order nisi on report of sale	5.00	

Capital-Gazette Press -order nisi on auditor's acct	$ 5.00	$
Art Press - handbills	5.50	
American Bonding Co. - Bond premium	40.00	
George W. Scible - Auctioneer	21.00	
Myrtle Sturm -notary fee	.50	
One-half cost Federal revenue stamps	3.50	
One-half cost State revenue stamps	3.50	120.25
To Assignee for Taxes, viz:		
1937 State and County taxes	105.91	
1938 State and County taxes	93.91	
1939 State and County taxes (adjusted)	24.44	224.26
To George C. Hopkins and Eva M. Hopkins, mortgagees - in full for mortgage claim		5,205.90
To George C. Hopkins - in full for judgment claim filed		917.29
To Perry Garst, mortgagor -this balance		146.57
		$6,985.69

Cr. Apr. 4, 1939	
Proceeds of Sale	$6,950.00
Interest on deferred payment	35.69
	$6,985.69

ORDER NISI

Ordered, This 29th day of May, 1939, 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 30th 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 30th day of June next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., June 30,1939

We hereby certify, that the annexed Order Nisi--Aud. Acct. - "Perry Garst" was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th. day of June, 1939. The first insertion being made the 1 day of June, 1939.

The Capital-Gazette Press, Inc.

By Lillie L. French.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 5 day of July, 1939, 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 Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

William H. Harrison : No. 7783 Equity
vs.
Frank R. Benson and Alverta Benson, his : In the Circuit Court for
wife, non-residents, and : Anne Arundel County
County Trust Co. of Md., Owings, Md..

Mr. Clerk:
Please file this suit and send order of Publication to Md. Gazette

Eugene P. Childs
Atty. for Plaintiff.

Bill of Complaint, --Filed March 21" 1939

To the Honorable, the Judges of said Court.

The Bill of Complaint of William H. Harrison respectfully states.

1st: That by deed dated December 6th 1926 and recorded in Liber F. S. R. No. 10, folio 14 Gibbs L. Baker and wife conveyed unto Frank R. Benson and wife certain property in said deed described as Lot one (1) in Block twenty (20) North Beach Park, a re-division of Holland Point, Addition to North Beach, a certified copy of said deed is herewith filed and marked "Exhibit No. 1." Ex

2nd: That thereafter, by way of Mortgage dated August 15th 1928 and recorded in Liber F. S. R. No 39, folio 89, the said Frank R. Benson and wife conveyed said property unto William H. Harrision as security for a loan, and described said property as being "Lot 1 in Block 2. of North Beach Park, a re-division of Holland Point, Addition to North Beach," and as being the same property conveyed unto Frank R. Benson and wife, by Gibbs L. Baker and wife, by deed dated December 7th 1926 and recorded in Liber F. S. R. No. 10, folio 14, a certified copy of said Mortgage is herewith filed and marked "Exhibit No. 2."

3rd: That thereafter, by deed dated September 12th 1928 and recorded in Liber F. S. R. No. 39, folio 215, the said Frank R. Benson and wife conveyed unto one, James Armstrong, the fee, or their equity, in Lot 1 in block 20, and recited in said deed that it was the same property conveyed unto them by Gibbs L. Baker and wife, by deed dated December 6th 1926 and recorded in Liber F. S. R. No. 10, folio 14, and also recited that said property was subject to the legal effect and operation of a mortgage from the said Frank J. Benson and wife to the Eastern Shore Trust Company, dated September 10, 1927 and recorded in Liber F. S. R. No. 23, folio 291 for $2,000.00, but does not mention the mortgage from Benson and wife to William H. Harrison above referred to, a certified copy of said deed being herewith filed and marked "Exhibit No. 3."

4th: That the Mortgage from Benson and wife to Harrison being in default, the said William H. Harrison, on the 3rd day of July 1930, assigned said mortgage to James M. Munroe for the purpose of foreclosure; that James M. Munroe filed foreclosure proceedings in the Circuit Court for Anne Arundel County in Equity cause No. 5883 and apparently advertised said property as Lot 1 in block 2, but it appears that he attempted to correct the matter by announcing at the sale that he was selling Lot 1 in block 20, and also attempted to correct the defect in his Report to the Court, said Equity proceedings is prayed to be taken as a part hereof, as if fully set forth herein.

5th: That the report of sale filed by Mr. James M. Munroe, in the case entitled "In the Matter of the Mortgaged Real Estate of Frank R. Benson and wife, No. 5883 Equity, " fully sets forth the facts incident to the title to said property, and also shows that the purchaser

was the Mortgagee, William H. Harrison, to whom he executed a deed as Assignee, said deed being recorded in Liber F. S. R. No. 81, folio 292, in which deed the property is described as "Lot 1 in block 20 of North Beach Park," a certified copy of said deed is herewith filed and marked "Exhibit No. 4."

6th: That there seems to be no doubt that Frank R. Benson and wife intended to convey unto William H. Harrison, by way of mortgage, Lot 1 in block 20, North Beach Park, a re-division of Holland Point, Addition to North Beach, as the records reveal that this was the only lot owned in said development by the said Frank R. Benson and wife. The description, therefore contained in said mortgage, describing said lot as "Lot 1, block 2. North Beach Park, a re-division of Holland Point, Addition to North Beach," was a typographical error.

7th: That recently the said William H. Harrison attempted to sell said property, but as a result of the errors herein recited, the title examiner refused to certify to the title as being good and merchantable of record, and without the intervention of this Court, the plaintiff will suffer irreparable injury and loss.

8th: That by virtue of the deed above referred to, from James M. Munroe, Assignee, your petitioner has legal title to said property, and is, and has been in possession of said property since the date of said deed, without interference, but owing to the condition of the records, he is afraid he may be harassed by suits, in regard to his title, by persons setting up unjust and illegal pretensions, which automatically would disturb his possession, and seriously reduce the value of his property.

9th: That the plaintiff has no adequate remedy at law and without the intervention of this Court, he may be harassed, and put to much expense, as a result of unjust litigation, regarding the title to his property.

That Frank R. Benson and Alverta Benson, his wife, and James Armstrong are non-residents of the State of Maryland, their last known residences being in the State of Virginia.

To The End, Therefore

(1) That the Court Decree that the intent and purpose of the Mortgage from Frank R. Benson and wife, to William H. Harrison, dated August 15th 1928 and recorded in Liber F. S. R. No. 39, folio 89 was to convey Lot 1 block 20 of North Beach Park, a re-subdivision of Holland Point, Addition to North Beach.

(2) That the property sold in Equity Cause No. 5883 in the Circuit Court for Anne Arundel County, entitled "In the Matter of the Sale of the Mortgaged Real Estate of Frank R. Benson and wife, was Lot 1 block 20 of "North Beach Park, a re-division of Holland Point Addition to North Beach."

(3) That William H. Harrision, reported by James M. Munroe in his report of Sale in No. 5883 Equity, entitled "In the Matter of the Sale of the Mortgaged Real Estate of Frank R. Benson and wife, "as purchaser of said property, obtained all of the right, title, interest and Estate, both at law and in Equity of the said Frank R. Benson and wife, and of those claiming by, through or under them, in and to all of Lot 1 in block 20 of North Beach Park, a re-division of Holland Point, Addition to North Beach, subject, however, to any prior liens or encumbrances, if any created on said property by the said Frank R. Benson and wife.

(4) And for 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 the County Trust Company of Maryland, Owings, Maryland, a body corporate, and the order of pub-

lication, directed against Frank R. Benson and Alverta Benson, his wife, and James Armstrong, who are non-residents of the State of Maryland, commanding them to be and appear in this Court on some certain day to be named therein, either in person or by solicitor, to answer the premises and abide by such decree or decrees as may be passed therein.

Eugene P. Childs — William H. Harrison,
Solicitor for Plaintiff. — Plaintiff.

State of Florida, Orange County, to wit:

I hereby certify that on this 15th day of March 1939 before me, the subscriber, a Notary Public of the State of Florida in and for Orange County, personally appeared William H. Harrison and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

(Notary's) (Seal) — Anne Harris, Notary Public

Notary Public, State of Florida at Large.
My Commission Expires Jan. 18, 1942.

Copy of Order of Publication--Filed March 21st --1939.

The object of this suit is to quiet title to property known as Lot 1 in block 20, North Beach Park, a re-division of Holland Point, Addition to North Beach.

The Bill states that the above property was conveyed by deed dated December 6th 1926 and recorded in Liber F. S. R. No. 10, folio 14, one of the land records of Anne Arundel County, and the property described in said deed as Lot 1 in block 20.

That thereafter Frank R. Benson and wife conveyed said property by way of mortgage, to secure a loan, unto William H. Harrison, said mortgage bearing date of August 15,1928 and recorded in Liber F. S. R. No. 39, folio 89, said property being described in said mortgage as Lot No. 1 block 2. of North Beach Park, a re-division of Holland Point, Addition to North Beach.

That thereafter Frank R. Benson and wife conveyed said property as Lot 1 block 20 of the above named sub-division to James Armstrong, and recited that said property was subject to a mortgage to the Eastern Shore Trust Company, dated September 10, 1927 and recorded in Liber F. S. R. No. 23, folio 291 for Two thousand ($2,000.00) dollars.

That thereafter the mortgage from Benson and wife became in default and the same was assigned unto James M. Munroe for foreclosure, who advertised same as Lot No. 1, block 2 of said sub-division in Equity Cause No. 5883, but finding out the error in said mortgage, he attempted to correct said error by announcing at the sale that he was selling Lot No. 1 block 20 and not Lot No. 1 block 2 as advertised, and also in his report of sale filed in said Equity Cause, wherein the full facts regarding the error in said mortgage are fully set forth. He therefore conveyed said property as Lot No. 1 block 20 of said sub- division.

That Lot 1 block 20 was the only lot owned by Frank R. Benson and wife in said subdivision and the mistake in said mortgage was a typographical error.

That William H. Harrison is and has been in possession of said property since the conveyance from James M. Munroe, Assignee, and holds the same under color of title, but is afraid he may be harassed and disturbed in his possession by people setting up unjust and illegal pretensions, which would cause him injury and loss, and that he has no adequate

remedy at law.

That Frank R. Benson and Alverta Benson, his wife, and James Armstrong are non-residents of the State of Maryland.

THE BILL PRAYS IN EFFECT

(1) That the Court decree that the interest and purpose of said mortgage from Benson and wife to Harrison, was to convey lot one (1) block twenty (20) in said sub-division.

(2) That the property sold in said Equity Cause No. 5883 was Lot 1 block 20 of said sub-division.

(3) That William H. Harrison, reported as the purchaser in said foreclosure sale, No. 5883 Equity, obtained all of the right, title, interest and estate of Frank R. Benson, both at law and in Equity, in Lot No. 1 block 20 of said sub-division, subject to any prior liens.

(4) And for other and further relief.

Whereupon it is Ordered, this 21st day of March 1939, by the Circuit Court for Anne Arundel County, in Equity, that the plaintiff, by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County, once each week for four successive weeks, before the 22nd day of April 1939, give notice to the non-resident defendants of the object and substance of this bill, warning them to be and appear in this Court in person or by solicitor on or before the 8 day of May 1939 to show cause if any why a decree should not be passed as prayed.

John H. Hopkins, 3rd., Clerk.

Exams. Ehb. A.--Filed March 21st. 1939.----Exhibit No. 1, Deed-Gibbs L. Baker & wf. to Benson & wf.

This Deed made this sixth day of December 1926, by and between Gibbs L. Baker and Caroline P. Baker, his wife, of the City of Washington, District of Columbia, parties of the first part hereinafter called "Grantors"; and Frank J. Benson and Alverta R. Benson, his wife, as joint tenants of Alexandria, Va., parties of the second part, hereinafter called "Grantees".

Witnesseth: That for and in consideration of the sum of One thousand dollars ($1000.00) and other good and valuable consideration, the receipt whereof in full is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantees their heirs, successors and assigns, in fee simple, all those lots or parcels of ground located in Anne Arundel County, Maryland, in the development known as "North Beach Park a Re-Division of Holland Point Addition to North Beach" which are designated as Lot 1 of Block 20, according to the plat of said "North Beach Park, a Re-Division of Holland Point Addition to North Beach" duly recorded among the Plat Records of Anne Arundel County in Liber W. N. W. No. 2 folios 30 and 70.

Being a portion of the same property which was conveyed unto John W. Hayes and Gibbs L. Baker by Matthew Lyons, Bachelor by deed dated March 6, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 54 folio 273, in which deed further reference is given to the chain of title to said property. The complete fee simple title to said property having become vested in said Gibbs L. Baker by deed from John W. Hayes and wife, Ridgely P. Melvin and wife and Gibbs L. Baker and wife, dated May 8, 1925, and duly recorded among said Land Records.

Together with the buildings and improvements thereon and all of the rights and appurtenances thereto belonging, or in anywise appertaining.

To Have and to Hold the above described property unto the said Frank J. Benson and Alverta R. Benson, his wife, as joint tenants, their heirs, successors and assigns, in fee simple.

Subject, However to the following covenants, conditions and restrictions which shall be taken and construed as running with the land and forming a part of the consideration.

1. No more than one dwelling house shall be erected on any one lot and such dwelling shall not cost less to build than one thousand dollars.

2. No business of any kind, class or description shall be conducted on said premises without the written permission of the said Gibbs L. Baker; no spirituous or malt liquor shall be made, sold or kept for sale on the premises; no nuisance, or offensive, noisy, or illegal trade shall be permitted on the premises; no building shall be erected within twenty feet of the front line of said property.

3. Said property, or any building erected thereon, shall not be occupied by any negro or colored person or any person of negro extraction, or any person of African descent.

4. The property conveyed is described, defined, and limited by the lot and block number of the subdivision known as "North Beach Park, a Re Division of Holland Point Addition to North Beach" as filed and recorded in the Land Records of Anne Arundel County, Maryland, as aforesaid.

5. Any alterations, erasures, or interlineations shall render this deed null and void, unless and except the alterations, erasures, or interlineations shall be initialed by one of the grantors.

And the said Grantors do hereby covenant that they will warrant specially the title to the property hereby conveyed, and that they will execute such other or further assurances of the same as may be requisite.

Witness the hands and seals of the said Grantors.

Witness: S. A. Gentry — Gibbs L. Baker (Seal)

Robert C. Handwerk — Caroline P. Baker (Seal)

United States of America, District of Columbia, S. S.

I, S. A. Gentry, a Notary Public in and for the District of Columbia, Do hereby certify that Gibbs L. Baker and Caroline P. Baker, his wife, parties to a certain Deed bearing date on the 6th day of Dec. 1926, and hereto annexed, personally appeared before me in said District, the said Gibbs L. Baker and Caroline P. Baker, his wife being personally well known to me as the persons who executed the said Deed, and acknowledged the same to be their act and deed.

Given under my hand and notarial seal this 6th day of December, A. D. 1926.

(Notarial Seal) S. A. Gentry
Notary Public, District of Columbia
My commission expires Aug. 3, 1931.

Recorded 14 January 1927 at 3 P. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber F. S. R. No. 10, folio 14, 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 Arundel County, this 22nd day of March, A. D. 1939.

(Corporate Seal) John H. Hopkins, 3rd., Clerk.

Exams. Ex. B. --Filed March 21st. 1939. --Exhibit No. 2-Mortgage, Benson&wife to Harrison

This Mortgage, made this 15th day of August, in the year one thousand nine hundred and twenty-eight by and between Frank J. Benson and Alberta R. Benson, his wife, parties of the first part, and William H. Harrison party of the second part:

Whereas, the parties of the first part are justly indebted to the party of the second part, in the full sum of $700.93 for which they have executed and delivered to the party of the second part their joint and several promissory note, payable to the order of the party of the second part on or before one year after date, with interest at the rate of 6% per annum, payable semi-annually, and wish to better secure the punctual payment of said note, by the execution of this Mortgage, which was a condition precedent to the making of said note,

Now, this Mortgage Witnesseth, that in consideration of the premises and of the sum of one dollar the said parties of the first part do grant unto the said party of the second part, in fee simple, all that piece or parcel of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows, to wit:

Lot 1. of Block 2 in the development known as "North Beach Park" a Re-division of Holland Point Addition to North Beach," according to the plat of said "North Beach Park, a Redevision of Holland Point Addition to North Beach" duly recorded among the plat records of Anne Arundel County in Liber W. N. W. No. 2 folios 30 and 70, being the same property conveyed by Gibbs L. Baker and Caroline P. Baker, to the parties of the first part by deed dated December 7, 1926

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the party of the second part, his heirs and assigns, forever.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, shall pay or cause to be paid the aforesaid note, according to the tenor thereof, and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

And it is agreed that, until default be made in the premises, the parties of the first part shall possess the aforesaid property, upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed, on said hereby mortgaged property; which taxes, assessments public dues, charges mortgage debt and interest the said parties of the first part for themselves and for their heirs, executors, administrators and assigns, do hereby covenant to pay when legally demandable.
But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said party of the second part, his heirs and assigns, or his or their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, Maryland, which time,

place, manner and terms of sale shall be fixed by the party or parties selling; and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including all taxes assessed on the property hereby mortgaged,overdue and paid by the mortgagee or holder of this Mortgage, and commissions 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 the Circuit Court for Anne Arundel County, sitting in equity; Secondly, to the payment of all claims of the said mortgagee, his personal representatives and assigns, under this Mortgage whether the same shall have been matured or not, and the surplus, if any, shall be paid to the said mortgagors their personal representatives or assigns, or to whoever may be entitled to the same.

And it is further agreed, that if the property aforesaid shall be advertised for sale and not sold under the provisions of this mortgage, then the party or parties rightfully on advertising the same shall be entitled to one-half the commission above provided, computed on the amount of the debt hereby secured and remaining unpaid, expenses of advertisement, and other legal costs.

And the said parties of the first part for themselves, and for their heirs, executors administrators and assigns, do further covenant to insure and pending the existence of this Mortgage to keep insured the improvements on the hereby mortgaged land to the amount of at least One Thousand Dollars, and to cause the policy to be effected thereon to be so framed or indorsed, as, in case of fire, to insure to the benefit of the said party of the second part, his personal representatives and assigns, to the extent of his, her or their lien or claim hereunder.

Witness our hands and seals.

Test: Frank J. Benson (Seal)

_____ Alverta R. Benson (Seal)

_____ SS:

I hereby certify that on this Fifteen day of August in the year of our Lord one thousans nine hundred and twenty-eight, before the subscriber, a Notary Public of the said County in and for the ---aforesaid, personally appeared in said County Frank J. Benson and Alverta R. Benson, his wife, grantor in the aforegoing deed and they acknowledged the foregoing Mortgage to by their free act.

Witness My hand and official seal. William A. Aten

No Notarial Seal. My commission expires Aug. 30, 1928

District of Columbia, SS:

I hereby certify that on this 17th day of August, in the year one thousand nine hundred and twenty-eight, before the subscriber, a Notary Public in and for the District aforesaid, personally appeared in said District William H. Harrison, the within-named Mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing Mortgage is true and bona fide as therein set forth; and also made oath that he has not required the mortgagor agent or attorney or any person for the said mortgagor, to pay the tax levied upon the interest covenanted to be paid in advance, nor will he require any tax levied thereon to be paid by the mortgagor or any person for him during the existence of this Mortgage.

Witness my hand and official seal.

(Notarial Seal) John H. Shreve

My commission expires June 23, 1931

Recorded August 22, 1928, 9 A. M.

For value received I hereby assign the within mortgage to James M. Munroe Attorney for the purpose of foreclosure and collection.

Witness My hand and seal this 3rd day of July 1930.

Test: L. O. Minior
Southland, Md.

William H. Harrison (Seal)

Recorded 18 July 1930 3 P. M.

For foreclosure proceedings see Liber F. S. R. No. 13, folio 1 etc. Equity.

Test: Frank S. Revell, Clerk.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify that the foregoing Mortgage was truly taken and copied from Liber F. S. R. No. 39, folio 89, 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 Arundel County, this 22nd, day of March, A. D. 1939.

(Corporate Seal) John H. Hopkins, 3rd., Clerk.

Exams. Ex. C 1 --Filed March 21st. 1939.--Exhibit No. 3 --Deed Benson & wife to Armstrong

This Deed, made this 12th day of September in the year one thousand nine hundred and twenty eight, by and between Frank J. Benson and Alverta R. Benson, his wife of the City of Alexandria in the State of Virginia, of the first part, and James Armstrong, of the same City and State, of the second part.

Witnesseth, that in consideration of the sum of five dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Frank J. Benson, and Alverta R. Benson, his wife, do grant and convey unto the said James Armstrong, his heirs and assigns, in fee simple, all that lot or parcel of ground situate, lying and being in the Eighth Election District of Anne Arundel County in the State of Maryland, and described as follows, that is to say:

All that lot designated as Lot Number one (1) of Block twenty (20) on a Plat of North Beach Park, a Redivision of Holland Point Addition to North Point" -------- duly recorded in the office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book W. N. W. No. 2 folio 70 which said lot fronts on the Herring Bay thirty-eight and four-tenths (38.4) feet and runs back for a depth of one hundred and twenty-five and two tenths (125.2) feet, more or less, along the westernmost side of Chestnut Avenue.

Being the same lot of ground and premises, which, by Deed dated December 6th, 1926 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 10, folio 14, was granted and conveyed by Gibbs L. Baker and Caroline P. Baker, his wife, to the said Frank J. Benson and Alverta R. Benson, his wife, the grantors herein, in fee simple.

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

To Have and To Hold the said described lot of ground and premises unto and to the use of the said James Armstrong, his heirs and assigns, forever, in fee simple, subject, however, to the legal effect and operation of a mortgage from the said Frank J. Benson and Alverta R. Benson, his wife, to the Eastern Shore Trust Company dated September 10, 1927, and recorded among the aforesaid Land Records in Liber F. S. R. No. 23, folio 291, &c., for

the sum of two thousand ($2000.00) dollars; and subject also to the covenants, conditions, limitations and restrictions set forth in the aforesaid Deed from Gibbs L. Baker and wife to the grantors herein.

And The said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; except the mortgage hereinbefore mentioned; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

Witness the hands and seals of said grantors.

Test: Frank J. Benson (Seal)

Velana Greene McDaniel. Alverta R. Benson (Seal)

State of Virginia, City of Alexandria, to wit:

I hereby certify that on this 12th day of September, in the year one thousand nine hundred and twenty-eight, before me, the subscriber, a Notary Public of the State of Virginia, in and for the City of Alexandria, aforesaid, personally appeared Frank J. Benson, and Alverta R. Benson, his wife, the grantors, named in the above deed, and they acknowledged the aforegoing Deed to be their respective act.

As Witness my hand and Notarial Seal.

(Notarial Seal Alfred Thomson

Recorded September 15, 1928 at 9 A. M. O. P. Notary Public

My commission expires Feb. 16, 1931.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the foregoing Deed was truly taken and copied from Liber F.S. R. No. 39, folio 215, 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 Arundel County, this 22nd day of March, A. D. 1939.

(Corporate) John H. Hopkins, 3rd.,

(Seal) Clerk.

Examiners Exh. C.--Filed March 21st. 1939.--Exhibit No. 4--Deed, Munroe Assignee to Harrison.

This Deed, Made this 21st day of November, in the year nineteen hundred and thirty, by James M. Munroe, Assignee, of the first part, and William H. Harrison, of Washington, District of Columbia, of the second part, Witnesseth:

Whereas, In Execution of the power of sale contained in the mortgage from Frank J. Benson and wife to William H. Harrison, which said mortgage was duly assigned to the undersigned, James M. Munroe, for the purpose of foreclosure and collection on the 3rd of July, 1930, said mortgage dated August 15th, 1928, recorded in Liber F. S. R. No. 39, folio 89, of the Land Records of Anne Arundel County, the said James M. Munroe, Assignee, having first given Bond with surety duly approved and having advertised the property conveyed by said mortgage, for sale for three successive weeks before the day of sale in the Maryland Gazette, a newspaper published weekly at Annapolis, Maryland, thereby giving notice of the time, place, manner and terms of sale, did sell said property at public sale on the 12th of August, 1930, to the said William H. Harrison, at and for the sum of six hundred dollars ($600.00) he being then and there the highest bidder for the same, and

Whereas, the said sale has been duly reported to and ratified by the Circuit Court for Anne Arundel County in Equity all of which will appear by reference to the proceedings in Equity case No. 5883, in the Circuit Court for said County in the matter of the sale

of the mortgaged real estate of Frank J. Benson and wife, and

Whereas, The purchaser has fully paid the purchase money for said property and is now entitled to receive a deed for same.

Now, therefore, in consideration of the premises and of the payment of the said purchase money the said James M. Munroe, Assignee, as aforesaid, doth by these presents grant and convey unto said William H. Harrison all the right, title, interest and estate of the said Frank J. Benson and Alverta R. Benson, his wife, at the time of the execution of said mortgage, in and to all the land in said mortgage mentioned being the lot at North Beach Park which had been conveyed to said Benson and wife by Gibbs L. Baker and wife, and situate on Chestnut Avenue and the Chesapeake Bay having a frontage of 38 feet with a depth of 125 feet and improved by a five-room storey-and-a-half, frame bungalow.

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

To Have and To Hold the said lot of ground and premises, above described and mentioned and hereby intended to be conveyed unto and to the proper use and benefit of the said party of the second part, his heirs and assigns, in fee simple.

Witness the hand and seal of said Assignee.

Test: James M. Munroe (Seal)

M. Elizabeth Brown Assignee

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 21st day of November in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James M. Munroe, Assignee, and acknowledged the aforegoing deed to be his act.

As witness my hand and seal Notarial.

(Notary's) Mary Elizabeth Brown

Recorded 21 Nov. 1930 at 11 A. M. (Seal) Notary Public

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify that the foregoing Deed was truly taken and copied from Liber F. S. R. No. 81, folio 292, 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 Arundel County, this 22nd day of March, A. D. 1939.

(Corporate) John H. Hopkins,3rd.

(Seal) Clerk.

Answer of the County Trust Co.--Filed March 29th. 1939.

To the Honorable the Judges of said Court.

The answer of the County Trust Company of Maryland, Owings, Maryland, successor to the Eastern Shore Trust Company, to the Bill of Complaint filed against it and others, respectfully states:

(1) That it has no knowledge of the matters and facts set forth in said Bill of Complaint, except, that in September 1927 the said Frank J. Benson and wife conveyed by way of mortgage to The Eastern Shore Trust Company, to secure a loan, Lot 1 block 20 of North Beach Park, a re-division of Holland point, Addition to North Beach, said mortgage being recorded

in Liber F. S. R. No. 23, folio 291.

(2) That the County Trust Company of Maryland, Owings, Maryland, is successor to the Eastern Shore Trust Company, and according to the records of this Bank the debt secured by said mortgage has been liquidated in full, and this respondent has no lien or claim against said property.

Having answered the Bill of Complaint as fully as it is advised is necessary, this respondent prays to be hence dismissed with its proper costs.

Respectfully submitted

J. Judson Ringer
Vice-President
County Trust Company of Maryland,
Owings, Md.

(Corporate)
(Seal)

Decree pro confesso --Order to take testimony--Filed July 12" 1939.

The defendants, Frank R. Benson and Alverta Benson, his wife, and James Armstrong, non residents, having been duly summoned to appear to the Bill of Complaint filed against them and another, by order of publication, and having failed to appear.

It is thereupon, this 12 day of July in the year 1939 by the Circuit Court for Anne Arundel County adjudged, ordered and decreed, that the plaintiff is entitled to relief in the premises, but because it does not certainly appear to what relief the plaintiff is entitled, it is further adjudged and ordered that leave be granted to the plaintiff to take testimony before any one of the standing Examiners of this Court to support the allegations of the Bill of Complaint.

Ridgely P. Melvin, Judge.

Testimony on behalf of the Plaintiff, July __ 1939.--Filed July 14th. 1939.

Present:-

Mr. Eugene P. Childs, Solicitor for Plaintiff.

Decree Pro Confesso, July 12, 1939.

Mr. Marvin I. Anderson, Examiner.

Juliet D. Strahorn, Court Stenographer.

Witnesses:-

Dorothy M. Trench,----------2 to 3

William H. Harrison,---------- 4 to 6

Joseph T. Sherier, ---------- 7 to 10

Mrs. Dorothy M. Trench, a witness of lawful age, being first duly sworn, deposes and says:-

(Childs.)

1. State your name and residence?

A. Dorothy M. Trench, Davidsonville, Md.

2. What is your occupation?

A. I am stenographer to Mr. Eugene P. Childs.

3. Do you do title search work in the Circuit Court for Anne Arundel County?

A. Yes I do.

4. How long have you been doing that ? A. From September, 1936.

5. You have been continuously working in title work since that time? A. Yes.

6. Have you had occasion to examine the title of one Frank R. Benson and wife? A. Yes I have.

7. How far back did you examine the title of Mr. Frank R. Benson and wife? A. To March, 1922

8. Why did you stop at March, 1922 on the Benson title?

A. I was doing title searching on property at North Beach Park in Anne Arundel County, and that development came into the hands of Gibbs L. Baker at that time, and transfers were made from Baker and his wife to various parties.

9. Then you ran the Benson title to the time that this development started? A. Yes.

10. Did you find in the records of Anne Arundel County whether or not Mr. Frank R. Benson and wife owned any property in North Beach Park?

A. Yes, they were conveyed one lot in 1927.

------ Offered in evidence as Examiner's Exhibit A, being 1 with the Bill.

11. Mr. Benson owned only one lot in North Beach Park? A. Yes.

12. Will you designate to us what lot he did own according to your search?

A. Lot 1 in Block 20.

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

A. No, there is nothing else I know of.

Dorothy M. Trench.

William H. Harrison, a witness of lawful age, being first duly sworn, deposes and says:- (Childs.)

1. Please state your name and residence?

A. William H. Harrison, Route 4, Anacostia, Washington, D. C.

2. Did you know Mr. Frank R. Benson?

A. I knew Mr. Benson, yes sir.

3. Were you familiar with any property Mr. Benson owned in Anne Arundel County?

A. Yes, house and lot at Herring Bay, North Beach Park.

4. Did you have any dealings with Mr. Benson in reference to that property?

A. I took over a second trust on that property, and I finally foreclosed under the second trust.

5. Did you see the property before you took over the second trust?

A. A number of times I was on it with him, and alone.

6. That was the property upon which Mr. Benson and wife lived?

A. Same piece, only one I knew he had.

7. Did you ever see the property after you took it over?

A. Yes sir I owned it for a period of a year or more.

8. Was that the property Mr. Benson lived on before you took it over?

A. Same property, I remodeled it to the extent of $1200, or $1500 at least and rented it out for a year.

----Offered as Exam. Exh. No. B being No. 2 with the Bill.

9. When you took this second trust from Mr. Benson did you know whether or not there was another lien on the property?

A. I did know there was a first trust held by the Owings Bank in the sum of $2,000.

10. That first trust was on the same lot that you had seen?

A. My understanding it was the same house and lot that I had a second trust on, and it was my agreement to take up the first trust which I did.

11. I find that in the mortgage that you took from Mr. Benson the lot is designated as Lot 1 of Block 2?

A. I never was familiar with the numbers of the Block or Lot but I do know it was the same

lot owned by Benson, the same Lot I understood I bought and the same lot I paid the Owings Bank for the first trust, it was the only one he had.

12. There apparently was a first trust on the property due the Owings Bank?

A. I knew that.

13. Do you know whether or not that trust has been paid?

A. I do know it has been paid. I went into the Bank and offered to pay it by check they did not accept the check/it was to be certified. I then took the matter up with my Attorney, Mr. Sherier, and gave Mr. Sherier my check, he in turn mailed his certified check to the Owings Bank for the amount of the first trust plus interest.

-------Exam. Exh. Harrison's X filed.

14. I am handing you a deed, will you please tell me what that deed is?

A. This is a deed from Mr. James M. Munroe for the Benson house and lot at North Beach Park. That is the deed.

-----Filed as Examiner's Exh. C being 4 with the Bill.

15. After this property was foreclosed by Mr. Munroe in 1930 did you take possession of the property? A. Yes sir.

16. And you have had possession of the property ever since?

A. Until I sold it a couple of years later and these people since have had the title examined.

17. And it was only then you found the mistake of record?

A. I sold it on Contract of Sale, certain amount of money to have been paid and then they were entitled to it, and I should take back a first trust, and they are asking for that as of the first of this year, that was the first I ever knew I would have trouble giving a clear title.

18. Did you or not from conversation or letters received from Mr. Munroe, know that there was a mixup in the second trust?

A. Yes.

19. Mr. Munroe, I believe, thought that could be corrected by your buying the property in?

A. That is as I understood it

20. After you took this mortgage on the property what did Mr. Benson do with his equity in it?

A. He had a first trust in Owings Bank and I took the second trust and he did not pay anything on the second trust and I foreclosed under the second trust and gained possession of the property.

21. Prior to that do you know whether Mr. Benson and wife had conveyed their interest or what interest they might have subject to these mortgages?

A. No sir, I don't know anything about that.

22. I present you a deed from Frank J. Benson and wife to one James Armstrong, did you ever know Mr. Armstrong?

A. I don't recall ever knowing him. I may have seen him, I don't remember ever knowing him.

23. This deed was dated 12th day of September, 1928, had Mr. Armstrong ever at any time attempted to pay any interest on the trust? Exh. C.1 filed

A. Not to me.

24. Do you know whether or not he had paid any interest to the Owings Bank?

A. I never knew he had any interest in it.

25. He has never claimed any interest in it?

A. Not to this day. My recollection is he was a friend of Mr. Benson who lived in Al-

exandria, and Mr. Benson lived in Alexandria also or thereabouts at that time, I have never seen or heard of him since.

26. As I understand it the property you had a second trust on is the same identical property that you purchased at foreclosure sale and now owned by you?

A. That's right, absolutely.

----Offered as Exhibit in the case, the whole of Equity case No. 5883 In the Matter of the Mortgaged Real Estate of Frank R. Benson and wife (particularly calling attention to the Report of Sale and letters of Mr. Munroe in said Equity cause.) Exhibit Y.

W. H. Harrison.

Joseph T. Sherier, a witness of lawful age, being first duly sworn, deposes and says:- (Childs).

1. State your name and residence?

A. Joseph T. Sherier, Washington, D. C. ,Attorney-at-Law.

2. Do you know Mr. William H. Harrison?

A. Very well.

3. Did you know Mr. Frank R. Benson? A. I did not.

4. Are you attorney for Mr. William H. Harrison?

A. Yes, I have been for a number of years.

5. Did you have any connection with the title matter between Mr. Harrison and Mr. Benson?

A. Yes.

6. Do you know whether or not you prepared a mortgage from Mr. Benson to Mr. Harrison?

A. I do not recall that I did, I may have.

7. Are you familiar with the property that this mortgage covers?

A. Never have seen it.

8. At the time that Mr. Harrison took the mortgage on this property were you familiar with the title records at that time?

A. I don't recall that whether I was consulted by Mr. Harrison with respect to the title prior to the taking of the second mortgage.

9. You do know not that there was a first trust on this property? A. Yes.

10. Who held that ? A. The Bank of Owings.

11. Do you know whether or not that trust has been paid and who paid it?

A. It has been paid, it was paid by our check of October 3rd, 1930, drawn on The Munsey Trust Company for $2068.65.

12. Have you a copy of that letter written to the Bank?

A. Yes, this letter produced is a copy of the letter I wrote to the Owings Bank of Owings, Md. dated October 6th, 1930 enclosing the check just referred to.

13. This letter purports to have enclosed a check for $2068.65?

A. That's right, that was in payment of the first trust on the Benson property held by the Bank of Owings with interest to date?

14. Your record shows that that letter was registered?

A. I have the Registered receipt attached.

-------Offered and filed as Exam. Exh. D

15. Do you have any other evidence that the check was sent from your office, other than the letter referred to?

A. Yes, I have the record on my check stub in my own handwriting which shows on October 3rd, 1930 I drew a check payable to the Owings Bank and charged the amount to William H. Harrison in payment of the Bank's first mortgage, the amount of that check shows by the stub to be $2068.55.

16. Would you object to having that check stub taken from your book and filed as an exhibit in this case? A. Not at all.

----Offered and filed as Exam. Exh. E, attached to letter filed as Exam. Exh F with testimony.

17. I find also in your file a letter to the Owings Bank in which you say "Mr. Harrison should desire to pay off the first mortgage trust, which I understand he will do, he shall want the note transferred to him or some person designated by him, without same being marked 'cancelled' or 'paid' " Is that a copy of one of your letters?

A. Yes,

18. Why was it you wanted it assigned to some other person and not cancelled?

A. My recollection is that there was some error in the description of the property contained in the second trust, and on the advice of Mr. Munroe who was handling the matter for Mr. Harrison here in Annapolis it was thought wise to have that mortgage transferred without being marked 'paid' so that in the event it should become necessary in order to clear the title that the holder of the mortgage could foreclose under the first mortgage and obviate any defect of description in the second trust.----Offered and filed as Exam. Exh. G

19. When you received check from Mr. Harrison for this money did you acknowledge receipt to Mr. Harrison? A. I did.

20. Have you a copy of that letter?

A. Yes, this is my copy of the letter.

----Filed as Exam. Exh. G.

21. I find by letter dated September 30th, 1930 written to the Owings Bank signed "Leckie and Sherier that you asked the Bank to have the note endorsed to you and the mortgage securing the same assigned to you, do you know whether or not that was done?

A. My record does not disclose that that was done, and I have no independent recollection of having received the mortgage and note assigned as requested.

-------Filed as Exam. Exh. H.

22. But you did pay to this Bank the full amount of that mortgage and you paid that money for Mr. William H. Harrison?

A. That's true, yes.

23. And if as you have stated in your letters produced here, that this mortgage and note was assigned to you it was done so for Mr. Harrison?

A. That is correct.

24. And you have not at any time re-assigned that mortgage and note to any one?

A. I have not. I have no interest in it.

25. You have here a copy of a letter dated August 12th, 1930 was that written by you?

----Filed as Exam. Exh. 1

A. Yes sir.

26. And here is a copy of a letter written by you to Mr. James M. Munroe, was that written by you?

-----Filed, attached to Exh. 1

A. Yes.

27. Here is a letter dated August 2nd. 1930, the original copy, do you recall receiving that letter?

A. I have no doubt I received that letter from Mr. Munroe.

-----Filed and attached to Exh.1

28. These letters refer to the discrepancy found in the second trust?

A. That's correct.

29. It was your understanding Mr. Munroe felt he had corrected this defect in the fore-closure proceedings? A. Yes.

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

My personal recollection is that on behalf of Mr. Harrison I made demand upon Mr. Armstrong, for the payment of the principal and interest on the second trust of $700 held by Mr. Harrison on the Benson property but no payment was ever received by him from Mr. Armstrong, and as I now recall I had no response to my letter. I will endeavor to locate copies of the letters from me to Mr. Armstrong and file them if you so desire. I will endeavor also to locate the first mortgage note and file them in these proceedings, the Owings Bank note and first trust and produce them if I find them.

Plaintiff's Solicitor reserves right to file other papers when produced.

Joseph T.Sherier.

There being no other witnesses to be examined at this time on behalf of the Plaintiff, and no further testimony desired, this testimony is now closed, and at request of the Plaintiff's Solicitor is returned to the Court, this 14th day of July, 1939.

Witness my hand and seal.

Marvin I. Anderson,(Seal)
Examiner.

Certificate of Publication on Order of Publication ---Filed July 14th. 1939.

Annapolis, Md., July 14, 1939

We hereby certify, that the annexed Order of Publication--Wm. Harrison vs. Frank J. Benson et al. No. 7783 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd. day of March, 1939. The first insertion being made the 2nd. day of March,1939.

The Capital-Gazette Press, Inc.
By Alfaretta Friend.

Petition to appoint Trustee Order of Court thereon--Filed Aug. 22" 1939.

To the Honorable the Judges of said Court.

The petition of William H. Harrison, plaintiff in the above entitled case, respectfully states:

1st: That heretofore on the 21st day of March in the year 1939 he filed in this Court a Bill of Complaint against the defendants herein named, seeking to quiet title to Lot No. 1, block 20 of "North Beach Park, a redivision of Holland Point Addition to North Beach,"as described in a deed from Gibbs L. Baker and wife to Frank R. Benson and wife, dated December 6th, 1926 and recorded in Liber F. S. R. No. 10, folio 14, and afterwards, by virtue of a foreclosure proceedings, known as Equity Cause No. 5883, was conveyed by James M. Munroe, Assignee, to William H. Harrison, by deed dated the 21st day of November 1930 and recorded in Liber F. S. R. No. 81, folio 292, one of the land records of Anne Arundel County, all of

which is more particularly set forth in the Bill of Complaint herein mentioned.

2nd: That Frank R. Benson and wife and James Armstrong were duly summoned by order of publication, but failed to appear or answer the Bill of Complaint; the County Trust Company filed its answer on the 29th day of March 1939, wherein it stated that it had no interest in the proceedings, as the mortgage from Benson and wife to the County Trust Company dated September 10th, 1927 and recorded in Liber F. S. R. No. 23, folio 291, according to its records, had been liquidated in full.

3rd: That on the 12th day of July 1939 a decree pro-confesso was taken against the non-resident defendants and an Order to take testimony was passed, and on the 14th day of July 1939 testimony was taken in the support of the allegations of the Bill of Complaint, before Marvin I. Anderson, one of the standing Examiners of this Court.

4th: That the testimony conclusively shows that Frank R. Benson and wife purchased from Gibbs L. Baker and wife a lot at North Beach Park, designated on a plat of said development and in the said deed from Baker and wife, dated 6th day of December 1926 and recorded in Liber F. S. R. No. 10, folio 14, as Lot No. 1, block 20 of "North Beach Park, a redivision of Holland Point, Addition to North Beach," and that thereafter this property was mortgaged to the Eastern Shore Trust Company, now the County Trust Company of Owings, Maryland, that subsequently, Frank R. Benson and wife, mortgaged said property to William H. Harrison, but by reason of a typographical error the property was described in said mortgage as Lot 1, block 2 of North Beach Park, a redivision of Holland Point Addition to North Beach." It appears further from the testimony of Mrs Dorothy M. Trench who examined the title to this property that Frank R. Benson has never owned but one lot in this sub-division, which is lot 1 of block 20. It appears further that at the time Mr. Harrison took the mortgage from Benson and wife, that he knew of the prior mortgage held by the Eastern Shore Trust Company and that he afterwards paid this mortgage in full.

5th: That by reasons of the fact that William H. Harrison took title to lot 1, block 20 by virtue of the foreclosure of the mortgage from Frank R. Benson and wife, dated August 15th, 1938 and recorded in Liber F. S. R. No. 39, folio 89, wherein said property was described as Lot 1, block 2 of North Beach Park, your petitioner believes that a Trustee should be appointed by this Court to confirm the deed from James M. Munroe, Assignee, to William H. Harrison, dated 21st November 1930 and recorded in Liber F. S. R. No. 81, folio 292.

Respectfully submitted

Eugene P. Childs, Attorney
for William H. Harrison.

This cause standing ready for hearing, and having been submitted, the proceedings were read and considered.

It is thereupon this 22nd day of August, 1939 ADJUDGED, ORDERED AND DECREED by the Circuit Court for Anne Arundel County, that all of the right, title, interest and estate of Frank R. Benson and Alverta Benson, his wife, and all parties claiming by, from or under them, was sold unto William H. Harrison by James M. Munroe, Assignee, in the case entitled "In the Matter of the Mortgaged Real Estate of Frank R. Benson and wife, " No. 5883 Equity, subject to all liens, if any, prior to the mortgage from Frank R. Benson and wife, to William H. Harrison, dated August 15, 1928 and recorded in Liber F. S. R. No. 39, folio 89, one of the land records of Anne Arundel County, and that Eugene P. Childs be and he is hereby appointed

Trustee for the purpose of executing unto William H. Harrison a confirmatory deed, confirming unto William H. Harrison the property deeded to him by James M. Munroe, Assignee, by deed dated 21st day of November 1930 and recorded in Liber F. S. R. No. 81, folio 292, one of the land record books of Anne Arundel County.

It further appearing that the mortgage from Frank R. Benson and wife, dated September 10, 1927 and recorded in F. S. R. No. 23, folio 291 to the Eastern Shore Trust Company, now the County Trust Company of Maryland, Owings, Maryland, has been paid by William H. Harrison but not released of record, it is further ORDERED and DECREED that the County Trust Company of Maryland, Owings, Maryland, successor to the Eastern Shore Trust Company, execute a release of said mortgage, and upon its failure to do so, the trustee herein named, be and he is hereby authorized to execute said release under this decree.

It is further ORDERED and DECREED that the plaintiff, William H. Harrison, pay the costs of this proceedings.

Ridgely P. Melvin, Judge.

In the Matter of the sale of the mortgaged Real Estate of Sarah K. Chance and James E. Chance, her husband.	:	No. 7753 Equity In the Circuit Court for Anne Arundel County.

Order to docket Suit---Filed February 2" 1939

Mr. Clerk:

Please docket suit and file within mortgage.

Benjamin Michaelson
Attorney-named-in-mortgage.

Mortgage--Filed February 2" 1939.

E4

This Mortgage, Made this 14th day of December in the year nineteen hundred and 33 between Sarah K. Chance and James E. Chance, her husband, mortgagors, and the Enterprise Buildomg & Loan Association of Annapolis, Maryland, a body corporate under the Laws of said State mortgagee.

Whereas, the said Sarah K. Chance and James E. Chance, her husband being the holders of said Association and a member thereof, have received from it an advance of Two Thousand dollars, which is the full par value of said 40 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 40 shares of stock to said Association in accordance with its present constitution, said mortgagors have agreed to execute this mortgage--the execution hereof being a condition precedent of said advance being made by said Association.

Now therefore, this Mortgage Witnesseth, That in consideration of the premises and the sum of one dollar, the said Sarah K. Chance and James E. Chance, her husband do hereby grant and convey unto the said Enterprise Building and Loan Association, of Annapolis, Md. Inc., its successors and assigns, all that lot or parcel of ground and improvements thereon situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and described as follows:

Beginning for the same at a point in the Northeast line of Fourth Street distant in a Northwest direction two hundred twenty-one feet six inches from the intersection at the

North corner of said Street and Severn Avenue, said point being the West corner of a lot conveyed by John B. Woolford and wife to Walter H. Hart by deed dated June 2, 1911, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 86, folio 19, and running from thence in a Northeasterly direction and at right angles to said Street the distance of Eighty-two feet six inches to the Southwest line of Lot No. 246 as designated on a Plat made by John Duvall, Surveyor, September 30, 1868; thence in a Northwest direction with the said line of Lot No. 246 to the waters of Spa Creek, thence in a general Southwest direction and with the waters of Spa Creek to Fourth Street; thence with the line of said Street and in a Southeasterly direction to the point of beginning. Being the same property which was conveyed to the said Sarah K. Chance by Linwood L. Clark by deed of even date herewith and recorded among the Land Records of Anne Arundel County prior to the recording of this mortgage, and being also a portion of the same lot of ground which was conveyed to John B. Woolford and his brother William L. Woolford and dated April 13, 1899, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 13, folio 45.

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 Enterprise Building and Loan Association, of Annapolis, Md., Inc., 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 Four Dollars being ten cents dues on each share 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, shall, exclusive of all losses and liabilities and fines and penalties imposed, amount to the said advanced sum of Two Thousand 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 share 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 Sarah K. Chance and James E. Chance, her husband by the said Association in accordance with its charter, constitution and by-laws, which are made a part of this mortgage, for failure to pay each and every of said weekly sums at the time limited, or perform any other obligation required of them hereunder, or under said constitution and by-laws, and to keep the buildings on said lot of ground insured against loss or damage by fire to at least the amount of Two 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.

The said weekly payments shall continue to be made as herein specified, and the covenants shall remain in force until the aggregate of the weekly sums aforesaid paid by said mortgagors, during the continuance of this mortgage, exclusive of all fines, penalties and liabilities imposed hereunder, shall amount to the said advanced sum and the interest chargeable thereon.

And it is agreed that until default be made in the premises, the said mortgagors may use and occupy the hereby mortgaged property.

But if default be made in the payment of any of the said weekly sums of money, or in the performance of the covenants or conditions herein mentioned on the part of the said mortgagors, or either of them, then the whole mortgage debt hereby intended to be secured, shall be deemed due and demandable and the said mortgagee, its successors or assigns, or Benjamin Michaelson, 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 Thirty dollars, and a commission to the party making the sale of said property, usually allowed trustees for making sale of property by virtue of a decree of a Court of Equity jurisdiction, in the State of Maryland; secondly, to the payment of all taxes and other public dues or debts charged against said property to the day of sale; then to the payment of all claims and demands of said mortgagee, whether then matured or not, and the balance, if any, to be paid to the said mortgagors, or 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 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, its successors or assigns, or Benjamin Michaelson, 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 hands and seals of the mortgagors.

Test: Sarah K. Chance (Seal)

Benj. Michaelson. James E. Chance (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 14th day of December in the year nineteen hundred and 33 before me, a Notary Public of the State of Maryland, in and for the county aforesaid, per-

sonally appeared Sarah K. Chance and James E. Chance, her husband, and acknowledged the foregoing mortgage to be their act.

And at the same time also personally appeared Charles E. Chance the President of the Enterprise Building & Loan Association, of Annapolis, Md., Inc., and made oath in due form of law that the consideration named in the foregoing mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal.

(Notary's) Benjamin Michaelson,
(Seal) Notary Public.

Statement of Mortgage debt--Filed Feby. 3" 1939.

February 2, 1939.

Sarah K. Chance and James E. Chance, Dr.,
to
Enterprise Building and Loan Association.

Amount due on Principal	$1571.55
Interest to date	26.88
	$1598.43

Edward A. Hesselbrock, Secretary.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 2nd day of February, 1939, a Notary Public in and for the State and County aforesaid, personally appeared Edward A. Hesselbrock, Secretary of the Enterprise Building and Loan Association, and duly acknowledged the foregoing statement to be true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notary's) Lina Johnson
(Seal) Notary Public.

Bond--Filed and Approved Feby. 24th. 1939.

Know all Men by These Presents, That We, Benjamin Michaelson, Attorney-named-in-mortgage, as Principal, and The Home Indemnity Company, of New York, N. Y., a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three 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 and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 24th day of February, Nineteen Hundred and Thirty-nine

Whereas, by virtue of a power of sale contained in a mortgage from Sarah K. Chance & James E. Chance, her husband, to Enterprise Building and Loan Association bearing date on or about the 14th day of December Nineteen Hundred and Thirty-three the said Benjamin Michaelson, Attorney-named-in-mortgage is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has made in the payment of the interest and principal aforesaid, and the said Benjamin Michaelson Attorney-named-in-mortgage, is about to execute said power and make sale of the property described as aforesaid in said mortgage.

Now the Condition of the Above Obligation is Such, That if the above bounden Benjamin Michaelson, Attorney-named-in-mortgage, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale

of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Test: Benjamin Michaelson (Seal)

Lina Johnson (Corporate) The Home Indemnity Company

(Seal) By: Benjamin Michaelson
Attorney-in-Fact.

Report of Sale and Order Nisi thereon--Filed Feby. 28" 1939.

To the Honorable, the Judge of said Court:

The report of Benjamin Michaelson, Attorney-named-in-mortgage, to make sale of certain real estate herein mentioned, respectfully shows:

That, whereas by a certain mortgage from Sarah K. Chance and James E. Chance, her husband, dated December 14, 1933, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 122, folio 16, said Benjamin Michaelson, Attorney-named-in-mortgage, was authorized to sell the property in said mortgage described in case of default in any of the covenants of said mortgage, and whereas default having occurred thereunder, the said Benjamin Michaelson, Attorney-named-in-mortgage, after giving bond with security for the faithful performance of his trust, and after having complied with all the other pre-requisites as required by law, and having given notice of the time, place and manner and terms of sale by advertisement inserted in the Evening Capital, a weekly newspaper published in Anne Arundel County, for at least three successive weeks before the day of sale, did, under and by virtue of the power of sale contained in said mortgage, and pursuant to said notice, attend at the Court House Door in the City of Annaplis, Maryland, Saturday, February 25, 1939, at Eleven O'clock A. M., and then and there proceed to sell said property in a manner following, that is to say:

The said attorney-named-in-mortgage, offered at public sale to the highest bidder the property mentioned and described in said mortgage, particularly described as follows:

All that lot or parcel of ground and improvements thereon situate in Eastport, Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a point in the Northeast line of Fourth Street distant in a Northwest direction 221 feet and 6 inches from the intersection at the North corner of said Street and Severn Avenue, said point being the West corner of a lot conveyed by John B. Woolford and wife, to Walter H. Hart by deed dated June 2, 1911, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 86, folio 19, and running from thence in a Northeasterly direction and at right angles to said Street the distance of 82 feet and 6 inches to the Southwest line of Lot No. 246 as designated on a Plat made by John Duvall, Surveyor, September 30, 1868; thence in a Northwest direction with the said line of Lot No. 246 to the waters of Spa Creek, thence in a general Southwest direction and with the waters of Spa Creek to Fourth Street; thence with the line of said Street and in a Southeasterly direction to the point of beginning. Being the same property which was conveyed to the said Sarah K. Chance by Linwood L. Clark, Trustee, by deed dated December 14, 1933, and recorded among the Land Records aforesaid in Liber F. S. R. No. 122, folio 14. Being also the same property which was subsequently conveyed to Charles E. Chance and Elora Chance, his wife, by Sarah K. Chance and James E. Chance, her husband, by deed dated November 14, 1935, and recorded among the aforesaid Land Records in Liber F. A. M. No. 142, folio 397.

And the said attorney sold the above described property to Chris B. Nelson and N. Erik Almen of Eastport, Maryland, for the sum of Two Thousand Seven Hundred and Seventy-Five ($2,775.00) Dollars, they being at that sum the highest bidders therefor, and said purchasers made a deposit of Three Hundred ($300.00) Dollars on account of the purchase price and have agreed to comply with the terms of sale by making payment of balance of the purchase price in cash upon ratification of sale by the Court.

Respectfully submitted.

Benjamin Michaelson,

Attorney-named-in-Mortgage.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 28th day of February, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson, Attorney named-in-mortgage, and duly acknowledged the aforegoing Report of Sale to be 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's) Lina Johnson

(Seal) Notary Public.

Advertisement of Sale----George W. Scible, Auctioneer.

Mortgagees' Sale of valuable Property situated, lying and being in Eastport, Second Election District of Anne Arundel County, Md.

Under and by virtue of the power of sale contained in a mortgage from Sarah K. Chance and James E. Chance, her husband, dated December 14, 1933, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 122, folio 16, default having occurred in said mortgage, the undersigned as attorney named in said mortgage, will offer for sale at public auction at the Court House door, in the City of Annapolis, Maryland, on Saturday, Feb. 25th, 1939 at 11 o'clock A. M. All that lot or parcel of ground and improvements thereon situate in Eastport, Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a point in the northeast line of Fourth street distant in a northwest direction 221 feet and 6 inches from the intersection at the north corner of said street and Severn avenue, said point being the west corner of a lot conveyed by John B. Woolford and wife to Walter H. Hart by deed dated June 2, 1911, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 86, folio 19, and running from then in a northeasterly direction and at right angles to said street the distance of 82 feet and 6 inches to the southwest line of Lot No. 246 as designated on a plat made by John Duvall, Surveyor, September 30, 1868; thence in a northwest direction with the said line of Lot No. 246 to the waters of Spa Creek, thence in a general southwest direction and with the waters of Spa Creek to Fourth street; thence with the line of said street and in a southeasterly direction to the point of beginning. Being the same property which was conveyed to the said Sarah K. Chance by Linwood L. Clark, Trustee, by deed dated December 14, 1933, and recorded among the Land Records aforesaid in Liber F. S. R. No. 122, folio 14.

Being also the same property which was subsequently conveyed to Charles E. Chance and Elora Chance, his wife, by Sarah K. Chance and James E. Chance, her husband, by deed dated November 14, 1935, and recorded among the aforesaid Land Records in Liber F. A. M. No. 142, folio 397.

Said property is improved by a two-story frame dwelling.

Terms of Sale: A deposit of $300.00 will be required of the purchaser at the time of sale, and the balance of the purchase money, with interest thereon at the rate of 6 per cent per annum, to be paid in cash upon final ratification of sale.

Taxes and other expenses to be adjusted to the day of sale.

For further particulars apply to:

Benjamin Michaelson,

Attorney named in Mortgage,
15 School St., Annapolis, Md.

Purchaser's Agreement

We Hereby Certify that we have this 25th day of February, 1939, purchased the property mentioned in these proceedings, from Benjamin Michaelson, Attorney named in mortgage, for the sum of Twenty-seven Hundred Seventy-five ($2775.00) Dollars, and we hereby agree to comply with the terms of sale.

Witness my hand seal.

Test:

Benj. Michaelson.

Nelson & Almen

Chris. B. Nelson (Seal)

& N. Erik Almen

Auctioneer's Certificate.

I Hereby Certify that I have this 25th day of February, 1939, sold the property mentioned in these proceedings to Nelson & Almen for the sum of Twenty-Seven Hundred Seventy-Five Dollars they being at that price the highest bidders therefor.

Test:

Benj. Michaelson

Geo. W. Scible. (Seal)

Auctioneer.

ORDER NISI

Ordered, this 28th day of February, 1939, That the sale of the property mentioned in these proceedings made and reported by Benjamin Michaelson, Attorney-named-in-mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 31st. 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 31st. day of March next. The report states that the amount of sales to be $2775.00.

John H. Hopkins, 3rd. Clerk.

Certificate of Publication-- Annapolis, Md., March 28, 1939.

We hereby certify, that the annexed Order Nisi-Sale - Chance # 7753 Eq. 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 31st. day of March, 1939. The first insertion being made the 1st. day of March, 1939.

The Capital-Gazette Press, Inc.

By H. L. Strange

Ordered By The Court, This 3rd. day of April, 19__ That the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account----Filed Sept. 1st., 1939.

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.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Sarah K. Chance and husband in ac. with Benjamin Michaelson, Attorney.

To Attorney for Fee	$ 30.00	$
To Attorney for Commissions	115.30	145.30
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	12.50	
Auditor	9.00	31.50
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising	42.00	
Capital-Gazette Press - handbills	5.50	
Capital-Gazette Press - Orders Nisi	10.00	
Benj. Michaelson, Agent-bond premium	12.00	
George W. Scible - Auctioneer	16.00	
Benj. Michaelson, Agent insurance premiums 1936-38	13.65	
One-half Federal and State revenue stamps	2.90	
Lina Johnson - notary fees	1.00	
Register of Wills - Costs - O. E. Woolford administration	6.25	
Capital-Gazette Press - notice to creditors	5.00	114.30
To Attorney for Taxes, viz:		
1939 County taxes ($34.77-adjusted)		5.31
To Attorney for Benefit Charges, viz:		
Anne Arundel Co. Sanitary Comm.-1939 water and sewer charge ($ 12.60-adj.)	1.98	
To The Enterprise Building & Loan Ass'n. of Annapolis, Mortgagee - mortgage claim	1,598.43	
To Sarah K. Chance, Mortgagor - this balance	915.31	
	$2,812.13	

Cr. Feb. 25, 1939	
Proceeds of Sale	$2,775.00
Interest on deferred payment	37.13
	$2,812.13

(ORDER NISI)

Ordered, This 1st., day of September, 1939, 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 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 3rd., day of October next.

John H. Hopkins, 3rd., Clerk

Certificate of Publication ---- Annapolis, Md., Oct 9, 1939

We hereby certify, that the annexed Order Nisi - 7753 Equity Sarah K, Chance was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Marysand, once a week for 3 successive weeks before the 3rd. day of October, 1939. The first insertion being made the 2nd. day of Sept. 1939.

The Capital-Gazette Press, Inc.
By Alfaretta Friend.

ORDER

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 10 day of October, 1939, 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

In the Matter of the Sale of The Mortgaged Real Estate of Ramsay Hodges and Lucy D. Hodges, his wife; et als	No. 7787 Equity In the Circuit Court for Anne Arundel County, Maryland.

Order To Docket Suit--Filed March 31st. 1939

Mr. Clerk:

Please docket suit in the above entitled cause, file mortgage and assignment as Exhibits "A" and "B", respectively, and enter appearance of Thomas M. Harrington and J. Oliver Clark, as Solicitors for Assignee.

Thomas M. Harrington
J. Oliver Clark
Solicitors for Assignee.

Ef

Exhibit "A" --Filed March 31st. 1939

Maryland Amortization Mortgage

This Mortgage, made the Third day of August in the year nineteen hundred and Thirty-four, by and between Ramsay Hodges and Lucy D. Hodges, his wife, Ramsay Hodges, Jr., and Virginia Duke Hodges, his wife, Thomas Allan Hodges, single, and Mary Ann Hodges, single of the County of Anne Arundel, State of Maryland, hereinafter called "Mortgagor" (and the pronouns "he", "his", "him" hereinafter used in reference to said term "Mortgagor", shall be considered as referring to both sexes and to all parties, whether one or more, embraced in said term), party of the first part, and the Land Bank Commissioner, whose address is the City of Baltimore, State of Maryland, acting pursuant to Part 3 of the Act of Congress of the

United States of America, known as the "Emergency Farm Mortgage Act of 1933", hereinafter called"Commissioner", party of the second part,

Witnesseth: That Whereas, said Mortgagor is justly indebted to said Commissioner in the principal sum of $4800.00, this day lent said Mortgagor by said Commissioner;

And Whereas, said Mortgagor has executed and delivered to said Commissioner his promissory note, dated August 1, 1934 for said principal sum of $4800.00, with interest on said principal sum, or unpaid balance thereof, at the rate of five per centum per annum, payable semi-annually on the First day of February and August in each year, said principal sum being payable on an amortization plan and in Fifty-Nine equal successive semi-annual instalments of $80.00 each, the first such instalment being payable on the First day of February, 1938, and the remaining instalments being payable on each succeeding interest payment date and a final instalment of $80.00 payable on the First day of August, 1967, unless the debt be sooner paid or matured; and the better to secure the payment of said principal sum and interest in the manner and at the time above set out, this mortgage is executed and delivered;

Now Therefore, in consideration of the premises and of $1.00, said Mortgagor hereby grants and conveys unto said Commissioner, his successors and assigns.

ALL THAT CERTAIN tract of land situate in Second Election District, Anne Arundel County, State of Maryland, and more particularly described as follows:

Beginning for the same at a stake planted in Parrot's Creek and running reversely the line given in a deed from Newton Davis and wife to St. George Barber and recorded among the land record books of Anne Arundel County in Liber G. W. No. 72 folio 115; South 89 degrees West 829 feet; South 75 degrees West 623 feet to a boundary stone planted at the intersection of the lands of A.B. Howard, Charles W. Hodges, Albert Claggett and Howard Grove, then running according to a plat made of this property by John Duvall, Surveyor, in 1873, South 66 degrees 15 minutes East 577.5 feet, said point being the beginning of the last line in a deed from Cornelius McLean to Charles Hodges dated January 27, 1851 and recorded among the said land records in Liber J. H. N. No. 5, folio 408, then running reversely the line given in said deed South 61 degrees 15 minutes west 99 feet, South 32 degrees 15 minutes, West 148.5, South 24 degrees 45 minutes West 165 feet, South 28 degrees 15 minutes West 115 feet South 5 degrees 45 minutes West 165 feet, South 9 degrees 45 minutes West 202.12 feet, South 19 degrees 45 minutes West 126.5 feet, South 2 degrees 15 minutes West 225 feet, South 25 degrees 15 minutes West 203.5 feet, South 3 degrees 15 minutes West 4191 feet to the end of the North 72 degrees 15 minute_ east line of said conveyance; then leaving the outlines of the said Hodges tract and running according to the description in Equity Case No. 282, entitled Hodges, et al Vs. Clagett, et al, South 41 degrees 30 minutes East 165 feet, South 46 degrees 45 minutes East 297 feet; South 24 degrees 45 minutes East 165 feet; South 15 degrees 30 minutes East 338 and 25/100 of a foot; South 68 degrees 30 minutes East 396 feet, South 58 degrees East 214.5 feet, South 41 degrees 30 minutes East 165 feet, South 62 degrees 15 minutes East 330 feet, South 34 degrees 30 minutes East 495 feet, South 80 degrees East 429 feet, North 53 degrees 15 minutes East 462 feet, North 37 degrees 30 minutes East 1452 feet North 23 degrees 15 minutes East 1221 feet to the shore of South River; then along the shore of said River and Parrot's Creek to the place of beginning .

Containing 407 acres of land, more or less.

Saving and Excepting therefrom the following tract or parcel: Beginning for the same at

a point where Kents Mill Branch empties into South River on the south outline of the whole tract; and running thence binding on the waters of South River North 3 degrees 30 minutes East 625.5 feet, North 26 degrees 37 minutes East 310.09 feet, North 15 degrees 53 minutes West 148.3 feet, North 27 degrees 53 minutes West 170 feet, North 8 degrees 53 minutes West 150.4 feet, North 23 degrees 53 minutes West 160.5 feet, North 57 degrees 53 minutes West 64.7 feet, North 32 degrees West 217.9 feet, North 45 degrees 30 minutes West 98.2 feet, North 57 degrees West 63.6 feet, North 67 degrees West 233.4 feet, North 28 degrees 20 minutes East 123.24 feet, North 56 degrees 30 minutes East 126.4 feet, North 7 degrees East 98.2 feet, North 4 degrees West 289 feet, North 44 degrees 20 minutes West 171.2 feet, North 55 degrees 20 minutes West 171.8 feet, North 42 degrees West 100.7 feet, North 24 degrees 40 minutes West 416.9 feet, North 18 degrees 10 minutes East 304.4 feet, North 27 degrees 30 minutes West 310.3 feet, North 66 degrees 30 minutes West 125.9 feet, North 81 degrees 40 minutes West 426.8 feet, North 62 degrees 10 minutes West 223.4 feet, North 45 degrees West 300 feet, North 10 degrees East 225 feet, more or less, to the mouth of a branch emptying into South River, thence running up and binding on said Branch and on the land owned by St. George Barber, the following five courses and distances, viz: South 89 degrees West 700 feet, more or less, South 77 degrees 38 minutes West 58.9 feet, South 66 degrees 18 minutes West 82.1 feet, North 38 degrees 7 minutes West 95 feet, North 80 degrees 40 minutes West 92.5 feet, thence leaving said land and running South 14 degrees 25 minutes East 2191.7 feet to a stake on the east side of a twenty foot private road, thence South 77 degrees East 955.6 feet to a stake, thence South 27 degrees 30 minutes East 950 feet to the center line of a twenty foot private road leading from Hodges Wharf to the County Road; thence binding on the center of said road, with the use thereof in common, South 23 degrees 50 minutes West 195 feet, thence 31 degrees 57 minutes West 276.1 feet, thence South 64 degrees 21 minutes West 105.8 feet to a point in said road situated South 27 degrees 54 minutes East 9.8 feet from a locust stump, thence leaving said road South 29 degrees 39 minutes East 1276 feet to the edge of a marsh, thence South 59 degrees 40 minutes East 325 feet, thence by a line near and down Kents Mill Branch North 34 degrees 35Minutes East 605.7 feet to the place of beginning. Containing 131 acres of land, more or less, and also conveying a twenty foot road with the use thereof in common, described as follows, and closely parallel by the following courses and distances, from the end of the South 14 degrees 25 minutes East 2191.7 feet line of the land above described South 15 degrees 45 minutes West 750 feet, South 18 degrees 25 minutes East 376 feet, South 2 degrees 35 minutes West 471.5 feet, North 83 degrees 8 minutes East 600 feet, South 87 degrees 31 minutes East 384 feet, and S 58 degrees 31 minutes East 180 feet, more or less to the end of the South 64 degrees 21 minutes West 105.8 foot line as heretofore given in this description.

Being The Same land which was conveyed to Ira Downs by deed from Mary Ann Hodges, widow, dated December 19, 1916, and recorded among Land Records of said county in Liber G. W. 133, folio 358.

And also Saving and Excepting therefrom the following tract of land:

Beginning for the same at a post a corner of "Howard Grove" and the property formerly owned by Martha West now belonging to "Howard Grove" and running from thence and with the line of "Howard Grove" North 80 degrees East 574 feet to the property conveyed by Ira Dawson and wife to Karl A. M. Schultz by deed dated September 15th, 1922 and recorded among the

Land Records of Anne Arundel County in Liber W. N. W. No. 55 folio 456, and running from thence and with the line of said property South 14 degrees East 380 feet to a post, thence leaving the line of said property and running North 83 degrees 30 minutes west 142 feet to the Southeast corner of the aforesaid Martha West property now "Howard Grove", thence with the line of said property North 64 degrees West 571 feet to the place of beginning containing 2.8 acres of land more or less.

Being The Same land which was conveyed to Elsie B. Barber by deed from Mary Ann Hodges, dated July 28, 1926, and recorded among said records in Liber WMB 39, folio 121, to which deeds reference is hereby made for a more particular description of the land thereby conveyed.

Being The Same land which was conveyed to said Ramsey Hodges by deed from Frank Hodges, single, dated January 17, 1928, and recorded among the Land Records of said county in Liber FSR 27, folio 106.

The Said Ramsey Hodges, Jr., and Virginia Duke Hodges, ux, Allan Hodges, single, and Mary Ann Hodges, single, join herein in order to bind themselves personally on all the covenants and the conditions in this mortgage, and in order to secure the re-payment hereof.

Together with the buildings and improvements thereon and all the rights, privileges and appurtenances thereto belonging or in any way appertaining.

This mortgage is subject to all conveyances and reservations of sub-surface rights and all easements of record affecting the above conveyed property.

Provided, that if said Mortgagor, his heirs, personal representatives and assigns shall well and truly pay or cause to be paid said principal sum and all interest thereon at the times and in the manner herein set out and shall perform all the covenants herein set out, then this mortgage shall be void, otherwise it is to remain in full force and effect; and it is hereby provided that the Mortgagor may at any time have the privilege of paying one or more instalments of principal of the aforesaid debt, or the entire unpaid balance of said principal sum, but any such payments on principal, in addition to those contracted to be made under the terms of the note hereby secured, shall operate to discharge the debt evidenced thereby at an earlier date and shall not reduce the amount or defer the due date of any instalment of principal provided for by the terms of said note.

This mortgage is made to said Commissioner under the provisions of Part 3 of an Act of Congress of the United States of America, entitled the "Emergency Farm Mortgage Act of 1933" and is to be in all respects subject to and governed by the terms and provisions of said Part 3 of said Act and any amendments thereto.

This mortgage is subject to a prior _____ dated the _____ day of _____, 19__, in favor of _____ and on this day owned by _____ and recorded among the Land Records of _____ County, Maryland , in Liber No. ____, Folio,____, which said _____ is a lien on the property hereby conveyed or the following described portion thereof, to wit:

NO PRIOR LIEN.

Said Mortgagor hereby covenants that he will warrant generally the property hereby conveyed; that he is seised thereof in fee simple and has a right to convey the same; that he has done no act to encumber the same, except as hereinbefore set out; that he will execute such further assurances thereof as may be requisite; that he will pay or cause to be paid said principal sum of the debt hereby secured and all accrued interest thereon at the time and / or times

and in the manner provided for by this mortgage and the note secured hereby; that so long as the debt hereby secured, or any portion thereof, remains unpaid, he will pay when due all taxes, levies, assessments or charges now or hereafter levied or assessed upon the property hereby conveyed, and he will pay when due all judgments and amounts, both as to principal and interest, constituting or secured by lien or mortgage upon said premises prior to this mortgage, and will exhibit to the said Commissioner receipts or certified copies of such receipts evidencing payment of such taxes, levies, assessments or charges and payment on account of such judgments or amounts secured by lien or mortgage upon said premises prior to this mortgage; that he will keep all buildings and improvements now, or hereafter located on the premises hereby conveyed in good repair; that he will not permit said buildings to become vacant or unoccupied; that he will maintain and work the premises hereby granted in good and husbandlike manner; that he will not remove or demolish, or permit to be removed or demolished, any of said buildings or improvements; that he will not cut or remove, or permit to be cut or removed any wood or timber from said premises except for domestic use without first obtaining the written consent of said Commissioner thereto; that he will not do or permit to be done any act in respect to said property which will reduce or impair the value of the same as security for this loan, nor will he by neglect permit any unreasonable depreciation in value of said property or the buildings thereon; that he will, during the life of this mortgage, keep insured any or all buildings now or hereafter located on said premises against loss or damage by fire, lightning, or windstorm in such amount or amounts as shall from time to time be required by said Commissioner, and with such insurer as shall be satisfactory to said Commissioner, and will cause to be attached to or endorsed on such policy, or policies, of insurance a New York standard mortgagee clause providing that loss, if any, be payable to said Commissioner as his interest under this mortgage may appear at time of loss and that he will deliver, or cause to be delivered to said Commissioner such policy, or policies, and will pay promptly when due all premiums or assessments under such policy, or policies, and that any sum or sums paid to said Commissioner under the provisions of such policy or policies may be applied, at the option of said Commissioner to the discharge of any portion of the indebtedness secured hereby, whether or not the same be due and payable, or to the reconstruction of the building, or buildings, so destroyed or damaged, under such terms and conditions as said Commissioner may prescribe for that purpose; that upon the failure or refusal of said Mortgagor to pay when due any taxes, levies, assessments, or charges or to pay when due judgments or liens, both as to principal and interest, constituting a lien upon said premises prior to this mortgage, or to effect or maintain such insurance as is required by said Commissioner, said Commissioner may pay such taxes, levies, assessment, judgments or other amounts and / or may effect and / or maintain such insurance and pay the premiums or assessments therefor; and the amounts so paid by the said Commissioner shall be and become a part of the debt secured hereby, payable immediately by the said Mortgagor and shall bear interest at the rate of five per centum per annum until paid, but the said Commissioner shall be under no obligation or duty to pay such taxes, levies, assessments, judgments or other amounts or to effect and/or maintain such insurance; that the representations made to said Commissioner by said Mortgagor in his application for this loan, as to the purpose or purposes for which the money lent on the security of this mortgage was borrowed are true and that he will apply the money so secured to

such purpose or purposes; that all checks or drafts delivered to the said Commissioner for the purpose of paying any sum or sums hereby secured will be paid upon presentment, and that all agencies used in making collections thereof, including those agencies transmitting the proceeds of such items to the said Commissioner, shall be considered agents of the Mortgagor; that if he is now or shall hereafter at any time become entitled to the rents, profits, royalties or revenues from any option, lease, right or privilege for any coal, oil, gas, or other mineral or other sub-surface or surface rights or for any right or privilege other than for agricultural purposes in any way affecting or appertaining to the peoperty hereby conveyed, whether such option, lease, right, or privilege be at present or later granted, operated, or exercised, he will pay to, or cause to be paid to, and he hereby assigns to said Commissioner all such rents, profits, royalties and revenues, and such sum or sums, when received by said Commissioner in an amount sufficient to cover any full instalment payment, shall be applied by said Commissioner to the retirement of such instalment payment in the same manner and with the same effect as if the payment had been made by the Mortgagor in the case of anticipated payments above provided for, and that he will not grant any option, lease, right or privilege for any coal, oil, gas, or other mineral, or other sub-surface or surface rights, or for any right or privilege other than for agricultural purposes in any way affecting or appertaining to the property hereby conveyed without having first obtained in writing the consent thereto of said Commissioner; that he will not alien by deed, mortgage, or otherwise the property hereby conveyed without first having notified said Commissioner in writing and received his written consent thereto; that if in the opinion of said Commissioner this mortgage has not been so executed and recorded as to constitute a valid lien on the property hereby conveyed, said Mortgagor will immediately, and at his own expense, have the same re-executed and recorded to the satisfaction of said Commissioner and, upon his failure so to do, said Commissioner may have the same done and any expense so incurred shall become a part of the debt hereby secured and be due immediately upon payment by said Commissioner, with interest from the date of payment.

It is further covenanted and agreed between the parties hereto that, so long as there is no default on the part of said Mortgagor in any of the terms, conditions, or covenants of this mortgage and the note secured hereby, said Mortgagor shall have the right to the possession and enjoyment of the property hereby conveyed but, that should the Mortgagor, his heirs, personal representatives and assigns default in the payment of the whole debt hereby secured, or any part thereof, as the same shall becomedue and payable, or in the event of the breach of any of the terms and conditions of the note evidencing said debt, or of the covenants hereby entered into or imposed upon said Mortgagor, or in the event of default in the performance of any of the terms, provisions, covenants, or agreements contained in any prior mortgage, deed of trust, or other lien that may be a superior lien on the real property hereby conveyed, the entire debt secured by this mortgage shall, at the option of said Commissioner, his successors, or assigns, become forthwith due and payable and it shall be lawful for said Commissioner, his successors, or assigns, after the exercise of such option, to sell for cash the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the mortgage debt and interest and all costs incurred in making such sale, including a collection, or attorney's fee of five per centum of the face of the note hereby secured, and to convey said property to the purchaser, his heirs, or assigns; which sale shall be advertised by publication of the time, place, manner and terms thereof for twenty days in some newspaper published in the

county wherein said land, or a part thereof, lies, or if there be no such newspaper published in said county, then in some newspaper having circulation in such county and by such other advertisement, if any, as the person making the sale may deem expedient; and that the proceeds arising from such sale shall be applied, first, to the payment of all costs and expenses incident to the sale, including a commission to the person making the sale of five per centum of the purchase price; second, to the balance of principal and interest unpaid on the mortgage debt and also said collection or attorney's fee of five per centum of the face of said note and the balance, if any, shall go to the Mortgagor, his personal representatives, or assigns, or to whoever may be entitled thereto; or the said Commissioner, his successors, or assigns may apply to a court of competent jurisdiction for the appointment of a receiver for the property hereby conveyed to take charge of, manage, and/or rent said property under order of the court; or, without notice or without regard to the adequacy of any security for such debt, the said Commissioner, his successors, or assigns, or his or their agents or servants may forthwith enter upon and take possession of the property and operate and manage and/or let or lease the same and collect and receive all the rents, issues and profits thereof and therefrom, due or to become due, and after deducting all necessary charges and expenses incident to the operation and management of said property, or premises, during the time that said Commissioner shall have possession of the same, apply the balance thereof as a credit on account of the debt hereby secured, and it is covenanted and agreed between the parties hereto that said Commissioner, his successors, or assigns may make any reasonable and proper advances for the operation, maintenance and management of the premises and property hereby conveyed, and any sum, or sums, so advanced shall become part of the debt hereby secured to be paid and due immediately, and the aforesaid rents, issues and profits are hereby assigned to said Commissioner, his successors, or assigns, as further security for the payment of any indebtedness secured to be paid under this mortgage.

Said Mortgagor further covenants that if, after such election by the Commissioner to call said loan and declare the whole mortgage debt due, arrangement satisfactory to said Commissioner is made whereby the contract evidenced by this mortgage and the note which it secures is reinstated, he will as a condition precedent to such reinstatement pay the sum or sums agreed on under such arrangement and all costs and other expenses which up to the date of such reinstatement have been or will be incurred; that in case this mortgage contract is so reinstated the entire contract as evidenced by this mortgage and said note shall be accepted and regarded by all parties as being and remaining in full force and effect just as if there had been no such default on the part of the Mortgagor and no exercise of such election on the part of the Commissioner; and that if after the exercise by said Commissioner of such election and before sale, the Mortgagor should tender the principal and interest then unpaid on said mortgage debt, the Commissioner shall not be required to accept the same, unless and until with such principal and interest there is also paid all such costs and other expenses as may have then been incurred or contracted for, including the collection or attorney's fee above provided for, and also a fee of $50.00 to compensate the person designated to make sale for his services in the premises, but such sale may be proceeded with on the advertisement, if any, already begun and the foreclosure completed, and that in the event that said property shall be sold under the powers hereby granted, or under a

decree or order of any court having jurisdiction to a decree or order a sale thereof, all the annual crops pitched or cultivated thereon and not severed from the land at the time the Commissioner makes his election to call the loan as above provided shall pass with the said mortgaged property to the purchaser at any such sale.

Witness the hands and seals of the said Mortgagors.

Ramsay Hodges (Seal)
Lucy D. Hodges (Seal)
Thomas Allan Hodges (Seal)
Mary Ann Hodges (Seal)
Ramsay Hodges Jr. (Seal)
Virginia D. Hodges (Seal)

Teste:

Laura R. Jickling

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 14th day of August, in the year one thousand nine hundred and thirty-four, before me, the subscriber, a notary public of the State of Maryland, in and for the county aforesaid, personally appeared Ramsay Hodges and Lucy D. Hodges, his wife, Ramsay Hodges, Jr., and Virginia Duke Hodges, his wife, Thomas Allan Hodges, single, and Mary Ann Hodges, single and acknowledged the foregoing mortgage to be their act; and that at the same time appeared Ridgely P. Melvin and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of the within named mortgagee to make this affidavit.

Witness My Hand And Notarial Seal the day and year first above written.

(Notarial Seal) Laura R. Jickling

My commission expires May 6, 1935. Notary Public.

Exhibit "B" -- Filed March 31", 1939.

THIS ASSIGNMENT OF MORTGAGE, made this 23rd day of March, 1939, by the Federal Farm Mortgage Corporation, a body corporate, party of the first part and J. Oliver Clark, Assignee for the purpose of foreclosure and collection, party of the second part.

Whereas, by mortgage dated August 3, 1934 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber W. M. B. No. 131, Folio 151, Ramsay Hodges and Lucy D. Hodges, his wife, Ramsay Hodges, Jr., and Virginia Duke Hodges, his wife, and Thomas Allan Hodges, single, and Mary Ann Hodges, single, granted and conveyed to the Land Bank Commissioner, acting pursuant to and by virtue of the authority vested by an Act of Congress of the United States, known as the Emergency Farm Mortgage Act of 1933, all that certain tract of land situate in the Second Election District, County and State aforesaid, containing 273.2 acres, more or less, to secure the payment of a debt for the sum of $4800.00.

Whereas, the mortgage and amortization note secured thereby were executed and delivered to the Land Bank Commissioner, an official of the United States, acting pursuant to the provisions of the Emergency Farm Mortgage Act of 1933, as amended, (U.S.C. Title 12, Sections 1016-1019), said mortgage and amortization note secured being taken in the name of A. S. Goss, the present incumbent of said office, for and on behalf of the Federal Farm Mortgage Corporation, a body corporate.

Whereas, the said Ramsay Hodges and Lucy D. Hodges, his wife, et als, have defaulted under the terms and conditions of the said mortgage, and the said Federal Farm Mortgage Cor-

poration, a body corporate, as owner of said mortgage debt and amortization note secured thereby, has elected to avail itself of the remedies provided in such case by the said mortgage by assigning the same to J. Oliver Clark, Assignee for the purpose of foreclosure and collection.

NOW, THEREFORE, in consideration of the premises the said Federal Farm Mortgage Corporation, a body corporate, doth grant and assign unto the said J. Oliver Clark, Assignee for the purpose of foreclosure and collection, all that mortgage hereinbefore described as being executed by the said Ramsay Hodges and Lucy D. Hodges, his wife, et als, to said Land Bank Commissioner, title to which mortgage became vested in the Federal Farm Mortgage Corporation in the manner aforesaid.

IN WITNESS WHEREOF, the Federal Farm Mortgage Corporation has caused these presents to be executed on its behalf by Luther E. Rogers, its Vice President, and its corporate seal to be hereunto affixed by L. R. Ritchie, its Assistant Secretary.

Attest:

L. R. Ritchie,

Assistant Secretary

(Corporate)

(Seal)

Fereral Farm Mortgage Corporation,
a body corporate,

By: Luther E. Rogers
Vice President.

State of Maryland, City of Baltimore, SS:

I hereby certify that on this 23rd, day of March, 1939, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Luther E. Rogers, Vice President of the Federal Farm Mortgage Corporation, a body corporate, and acknowledged the aforegoing Assignment of Mortgage to be the act of said Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal the day and year first above written.

(Notarial Seal)

Mary F. House
Notary Public

My commission expires May 1, 1939

Received for Record 31st. day of March, 1939, at 9 o'clock A. M. and the same day recorded in Liber J. H. H., No 197, Fol. 138, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Statement of Mortgage Claim -- Filed May 11" 1939.

Statement of Mortgage Claim of the Federal Farm Mortgage Corporation, a body corporate, under a mortgage owned by it and executed by Ramsay Hodges and Lucy D. Hodges, his wife, Ramsay Hodges, Jr. and Virginia Duke Hodges, his wife, and Thomas Allan Hodges, single and Mary Ann Hodges, single, dated August 3, 1934, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber W. M. B. No. 131, folio 151,:

Unpaid balance as of 8/16/37	$4800.00
Interest at 4% to 3/12/39	302.40
Taxes advanced 2/25/39	162.99
Interest at 5% to 3/12/39	.41
Interest on principal items at 5%to 5/12/39	41.36
Total	$5307.16

State of Maryland, City of Baltimore, to wi

I hereby certify that on this 9th day of May, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared L. R. Ritchie, Assistant-Treasurer of The Federal Land Bank of Baltimore, a body corporate, Agent and Attorney-in-fact of said Federal Farm Mortgage Corporation under Power of Attorney dated June 28, 1934, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F. A. M. No. 159, folio 448, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due said Federal Farm Mortgage Corporation on its mortgage claim described above, and that it has not received any security or satisfaction thereof, other than above noted.

As Witness, my hand and notarial seal the day and year first above written.

(Notary's) Nelly Eisinger

My Com. expires May 5, 1941. (Seal) Notary Public.

Bond --Filed and Approved 12" May, 1939.

Know all Men by These Presents:

That we, J. Oliver Clark as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Five Hundred ($2500.00) 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 Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 12th day of May in the year of our Lord nineteen hundred thirty-nine.

Whereas, the above bounden J. Oliver Clark by virtue of the power contained in a mortgage from Ramsay Hodges, et al. to Land Bank Commissioner and The Federal Farm Mortgage Corporation bearing date the 3rd day of August, 1934 and recorded among the mortgage records of Anne Arundel County in Liber W. M. B. No. 131 Folio 151 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 J. Oliver Clark 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 J. Oliver Clark 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
Margaret E. Branzell

J. Oliver Clark (Seal)

Fidelity and Deposit Company
of Maryland.

(Corporate)
(Seal)

Attest:
By Margaret E. Branzell

By J. Oliver Clark,
Attorney-in-Fact.

Assignee's Report of Sale--Filed May 18th 1939

To The Honorable, The Judges of Said Court:

The Report of Sale of J. Oliver Clark, Assignee of the mortgage filed in these proceedings, respectfully shows:

(1). That under and by virtue of the power of sale contained in a mortgage from Ramsay Hodges and Lucy D. Hodges, his wife, Ramsay Hodges, Jr., and Virginia Duke Hodges, his wife, Thomas Allan Hodges, single, and Mary Ann Hodges, single, dated the 3rd day of August, 1934, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 131 folio 151, the said J. Oliver Clark, as the Assignee of said mortgagee, by long assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due 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 also by handbills distributed throughout the vicinity of the property and elsewhere, did on Friday, May 12th, 1939, at 11:00 o'clock A. M. at the Court House door, in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said J. Oliver Clark, Assignee as aforesaid, then and there sold the said property to the Federal Farm Mortgage Corporation at and for the sum of Twenty-five Hundred Dollars ($2500.00), it being at that figure the highest bidder therefore, the said property being the following:

All that farm containing 273.2 acres, more or less, situate in the Second Election District of Anne Arundel County, Maryland, on the public road leading from South River to the Defence Highway, Route 50, and about seven miles west of Annapolis. Being all and the same property which was conveyed to the said Ramsay Hodges by deed from Frank Hodges, single, dated January 17, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. 27 folio 106. Being also all and the same property covered by the mortgage first herein mentioned, to which deed and mortgage reference is hereby made for a particular description of this land.

This farm is suitable for cultivation with crops raised in this county and locality. There are about 100 acres suitable for cultivation and the balance woodlands. The property is improved by a six room dwelling (frame), barn and other outbuildings.

(2). And the said Assignee further reports that he has received from the purchaser the deposit of Five Hundred Dollars ($500.00) required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

Terms of Sale: $500.00 cash at the time and place of sale, balance upon final ratification of said sale by the Circuit Court of said county. Taxes and other charges adjusted to day of sale. Deed and title papers at costs of purchaser.

Respectfully submitted,

J. Oliver Clark, Assignee.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 18th day of May, 1939, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Oliver Clark, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

Witness my hand and Notarial Seal,

(Notary's) Margaret E. Branzell

(Seal) Notary Public.

ORDER NISI

Ordered, this 18th day of May, 1939, that the sale of the real estate mentioned in these proceedings, made and reported by J. Oliver Clark, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 19th day of June, 1939; 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 June, 1939.

The report states the amount of sales to be Twenty-five Hundred Dollars ($2500.00).

John H. Hopkins,3rd., Clerk.

Certificate of Publication Annapolis, Md., June 19, 1939.

We hereby certify, that the annexed Order Nisi Ramsay Hodges - Sale - Equity No. 7787 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19th day of June, 1939. The first insertion being made the 25th day of May, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend, Clerk.

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 21 day of June, 1939, that the sale made and reported by J. Oliver Clark, Assignee, 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 it is hereby further Ordered that the said Assignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account --Filed July 20th, 1939.

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.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Ramsay Hodges, et al in ac. with J. Oliver Clark, Assignee.

To Assignee for fee in lieu of commissions	$	$ 50.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	19.65	
Clerk of Court - recording assignment	2.25	
Auditor	9.00	40.90
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	23.25	
Capital-Gazette Press - handbills	5.50	

(Carried forward)

Amounts brought forward	$ 28.75	$ 90.90
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
Fidelity & Deposit Co. - bond premium	10.00	
George W. Scible - Auctioneer	10.00	
Margaret E. Branzell - notary fee	.50	
One-half Federal revenue stamp	1.25	
One-half State revenue stamp	1.25	61.75

To Assignee for Taxes, viz:

1939 State and County taxes (adjusted) 58.94

To Federal Farm Mortgage Corporation -

on account mortgage claim 2,288.41

$2,500.00

Amount of mortgage claim filed	$5,307.16	
Less 1939 taxes (adjusted above)	162.99	$5,144.17
Cr. Amount allowed as above		2,288.41
Balance subject to decree in personam		$2,855.76

Cr. May 12, 1939

Proceeds of Sale $2,500.00

ORDER NISI

Ordered, This 20th., day of July, 1939, That the Report and Account of the Auditors filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary 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.

John H. Hopkins, 3rd.,Clerk

Certificate of Publication Annapolis, Md., Aug. 25, 1939

We hereby certify, that the annexed Order Nisi -Auditors' Acct. - Ramsay Hodges, et al. No. 7787 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of August 1939. The first insertion being made the 27 day of July, 1939.

The Capital-Gazette Press, Inc
By A. Friend.

ORDER

Ordered By The Court, this 25 day of August, 1939, 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 Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,
Judge.

EXPARTE: Application of Arthur Egle and August Egle, Natural Guardian of Mary Lee Egle and August J. C. Egle, Infants, to Mortgage Real Estate situate in Glen Burnie, Maryland.	:	No. 7788 Equity In The Circuit Court For Anne Arundel County.

Application, Affidavit & Order----Filed April 4", 1939.

1939 5

To The Honorable, The Judge of Said Court:

The Application of Arthur Egle and August Egle, respectfully represents:

1. That Arthur Egle an adult, Mary Lee Egle 17 years of age and August J. C. Egle 14 years of age, on or about the 6th day of February, 1934, purchased from Frank F. Roesler and Antonia Roesler, his wife, Lots Nos.2 and 3 of Block No. 36, Plat of Glen Burnie, at and for the sum of Forty-four Hundred Dollars, of which Eighteen Hundred Dollars have been paid on account according to an agreement entered into between the parties aforementioned, which is filed herewith and as a part hereof as Applicants Exhibit No. 1.

Ex

2. The said purchasers have been granted a mortgage in a sum not exceeding Three Thousand Dollars which will be sufficient to pay for the property in full, including the expenses , and thereby place the title in their names as joint tenants.

3. Your applicants are informed that the monthly sum necessary to amortize the mortgage in eight and one-third years will not exceed Forty Five Dollars, exclusive of taxes, benefit assessments and fire insurance.

4. That the purchasers are able to pay the monthly sum aforesaid including expenses, because they have been allotted a sum by their parents sufficient to meet the monthly sum aforesaid and expenses.

5. That it would be for the benefit and advantage of the said infants to raise said balance of purchase money by Mortgage.

TO THE END THEREFORE :

(a) That the said August Egle be appointed Guardian of the person and property of his two monor children, Mary Lee Egle and August J. C. Egle; without bond.

(b) That the said Guardian may be authorized and empowered to execute a mortgage for the said infant children on their real estate, not exceeding three thousand dollars, for the purpose of paying the balance of purchase price.

(c) That they may have such other and further relief as the application may require.

And as in duty bound, etc.

Arthur Egle
August Egle
Applicants.

Robert E. Kindred
Solicitor for Applicants.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, That on this 29th day of March, 1939, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County, personally appeared Arthur Egle and August Egle, applicants herein, and made oath in due form of law, that the matters and facts contained in the within Application are true to the best of their knowledge, information and belief.

As Witness my Hand and Notarial Seal.

(Norarial Seal)

Viola Kindred,
Notary Public.

ORDER AND DECREE

On Application of Arthur Egle and August Egle, IT IS THIS 4th day of April, 1939, ORDERED AND DECREED, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY, that August Egle, be and he is hereby appointed Guardian of the person and property of his infant children, Mary Lee Egle and August J. C. Egle, during their minority, without the necessity of filing a bond; and

IT IS FURTHER ORDERED AND DECREED, that leave be granted to the Plaintiff's to take testimony before one of the standing Examiners of this court, to support the allegations of the Application.

Ridgely P. Melvin, A. J.

Contract of Sale between Frank F. Roesler and Antonia Roesler, his wife, and Arthur Egle et al.----Applicant's Exhibit No.1 --Filed April 4th., 1939. Exams. Exh. #A--

THIS AGREEMENT, Made this day of March, nineteen hundred and thirty-nine, between Frank F. Roesler and Antonia Roesler, his wife, of the first part ---------- of the second part Arthur Egle, an adult, Mary Lee Egle and August J. C. Egle, infants, by their father and natural guardian, August Egle.

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former the following described property, situate and lying in Glen Burnie, Maryland, known as Lots Nos. 2 and 3, of Block No. 36. as laid down on the Amended Plat of Glen Burnie, Plat No. 3, recorded in Plat Book F. S. R. No. 1, folio 57; inproved by a frame dwelling and outbuildings.

At and for the price of Forty-four Hundred Dollars of which Eighteen Hundred Dollars have been paid prior to the signing hereof and the balance is to be paid as follows: soon as the Circuit Court for Anne Arundel County may approve the mortgage granted to said purchasers by the Glen Burnie Savings & Loan Association of Anne Arundel County in a sum not exceedint Three Thousand Dollars

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee

Taxes, benefit assessments and other public dues to be paid or allowed for by the Vendor to settlement date.

Witness our hands and seals

Test:

Viola Kindred

Frank F. Roesler (Seal)
Antonia Roesler (Seal)
Arthur Egle (Seal)
Mary Lee Egle (Seal)
August J. C. Egle (Seal)
Mary Lee Egle
By August Egle (Seal)
Guardian
August J. C. Egle (Seal)
By August Egle (Seal)
Guardian

Testimony on behalf of the Plaintiff and Defendants, Junelst and June 22nd, 1939.

Filed July 6th. 1939.

Present:-

Mr. Robert E. Kindred, Solicitor for Plaintiff.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

Witnesses:-

August Egle, ----------2 to 5

Minnie Egle, ----------6 to 7

Arthur Egle, ----------8 to 10

Fred W. Keuthe, ----------11 to 12

Robert E. Kindred, ----------13

John Demyan,Jr. ----------14

August Egle, a witness of lawful age, being first duly sworn, deposes and says:-

(Kindred)

1. State your name and residence? A. August Egle, Glenburnie, Md.

2. What is your occupation? A. Sea Captain.

3. What is your age? A. 56 years of age.

4. Are you married? A. Yes, Minnie Egle is my wife.

5. Do you have any children? A. Three children.

6. Please state their names and ages?

A. Arthur, 22 years of age the 7th of March past, a party to the case.

Mary Lee, will be 17 years next August 24th,

August John Calvin, he is going to be on the 9th of June, 14 years.

7. Where do you live in Glenburnie? A. I live on 3rd avenue, 105.

8. Do you rent that house?

A. I rent that house from my children, they took possession of it under this Contract of Sale which you have there.

9. How much rent do you pay a month? A. $35 a month.

10. About how long have you been renting from the children?

A. Before 1934, when they took possession of it.

11. Your intention is to still continue in the property? A. Yes.

12. You are going to continue to pay rent? A Yes.

13. During the infancy of your children? A. Yes.

14. You will still continue to pay $35 a month? A. Yes.

15. I have here a Contract of Sale which is filed as Exhibit No. 1 in this case, I would like you to look at it and tell me if you signed that Contract of Sale?

A. Yes, I signed it, and my children signed it and I signed it as Guardian for my children.

16. Who else signed the Contract?

A. Mr. Frank F. Roesler and Antonia Roesler, the owners of the property

17. You saw these folks sign this Contract? A. Yes.

18. Look at that Contract and tell me the numbers of those lots?

A. No. 2 and No. 3 in Block known as 36, laid down on the Amended Plat of Glenburnie No. 3.

19. Are those the same lots on which your house is that you are occupying?

A. Exactly where the house is, No. 105.

20. What kind of a house is that ?

A. Bungalow, wood structure, shingled bungalow with asphalt, slate roof.

21. How many rooms? A. Five rooms and bath.

22. Do your children all live with you? A. Yes.

23. Are they all home now?

A. Yes, except the oldest he is on a trip and supposed to be home tonight, that's Arthur, the oldest.

24. Do you know the purchase price of those two lots? And the house? A. $4400.00.

25. Approximately how much have the children paid on that Contract ?

A. I think they paid $1800.

26. Do you know whether or not the children have made application to the Glenburnie Savings and Loan Association to borrow the balance of money in order to complete the contract price for the property? A. Yes.

27. What is the name of that Association to whom they applied for the loan?

A. Glenburnie Savings and Loan Association.

28. That loan has been granted to the children? A. Yes, that's correct.

29. How much of a loan did the Association grant them? A. $3,000.

30. In your application you state that you are informed that a monthly sum necessary to amortize the mortgage in eight and a third years will not exceed $45 a month, is that correct?

A. Yes.

31. That would be exclusive of taxes, benefit assessments and fire insurance?

A. The taxes the children agreed to pay themselves.

32. You have previously stated you have been paying rent to the children who have taken possession under this Contract of Sale in the sum of $35 a month, are you able to continue paying rent? A. Yes sir.

33. And you are willing to pay it? A. Yes.

34. You allege in your application that it would be for the benefit and advantage of your infant children to raise the said balance of purchase money by mortgage, is that correct?

A. Yes.

35. In your opinion, would it be to the benefit and advantage of the infant children to take title by deed and mortgage the property at this time for the balance of the purchase price?

A. Yes, I think so and that's what they want to do.

36. And you are willing to assist them? A. Yes sir.

37. In your opinion, is this property worth $4400.00? A. Yes.

38. Do you think it is worth more than that?

A. Yes, I do, I think it is worth at least $5,000.00

39. How long have you been living in this proerty? A. Seven years.

40. Under what kind of an agreement have you been occupying it?

A. Just a word of mouth agreement at that time when the childreb purchased it in 1932 for $4400.00, and then they got the Contract signed, and now they want to get the deed for it and pay for it.

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

A. I don't think anything more.

August Egle.

Minnie Egle, a witness of lawful age, being first duly sworn, deposes and says:-
(Kindred)

1. State your name and residence ?

A. Minnie Egle, 105-3rd ave., Glenburnie, Md. 105--3rd ave.,

2. You live there with your husband and children?

A. Yes. August Egle is my husband and I am the mother of Arthur, Mary Lee, and August John Calvin,

3. How long have you lived there? A. Seven years.

4. This is the property which your children purchased under the agreement mentioned herein?

A. Yes, this is the property, they bought it for $4400.00

5. Who did they buy the property from? A. Frank Roesler and wife.

6. When they first entered into this Contract you had no writing?

A. No writing, just word of mouth at first. Never had no writing until we got this one you just showed us.

-----Filed with Examiner and marked Exam. Exh. A.

7. You and your husband pay rent to your children?

A. Yes, we pay $35 a month.

8. Have you been paying that from the time you have occupied the house these seven or more years? A. Yes.

9. Do you intend to continue paying rent? A. Yes, the same rent.

10. Is your husband financially able to continue to pay $35 a month rent?

A. I hope so any way, yes.

11. He has always provided for you? A. Yes.

12. This rent of $35 a month you have been paying, the children have been applying that to the purchase price of the property? A. Yes.

13. How much of the rent has been applied to the purchase price at this time?

A. About $1800 has been paid.

14. In your opinion, how much would you consider the value of the property at this time?

A. Around $5,000.00

15. Do you think it is the best thing for your children to do, to borrow the money on a mortgage and take title to the property?

A. Yes, I think that's best and that's what I want them to do and they want to do it too.

16. Do you think it would be to their interest to enter into a mortgage?

A. Oh yes, Arthur is very much interested because he makes nice money too and he can do it.

17. Where is he working now?

A. He is Boatswain now and he will be Third Mate soon.

18. Do you know what salary he is making?

A. Around $110 a month he is with the Merchant Marine.

19. Arthur has always sent you his money?

A. Yes, he always sends money, just sent me $20 yesterday.

20. And you have applied that money towards the purchase of the property?

A. Yes, $30-$40-$50 all the time. He sends it to help pay for the house.

21. Is Arthur married or single? A. He is single.

22. Are you satisfied to live in Glenburnie? A. Yes, I like Glenburnie.

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

A. That's all I think.

Minnie Egle.

Testimony continued, June 22nd. 1939.

Arthur Egle, a witness of lawful age, being first duly sworn, deposes and says:-

(Kindred)

1. State your name and residence?

A. Arthur Egle, 105-3rd ave., Glenburnie, Md.

2 What is your occupation? A. I am a seaman.

3. What is your age? A. 22 years.
4. Do you reside with your mother and father?
A. Yes, August E. is my father, and Minnie is my mother.

5. Are you a party to this Petition? A. Yes.

6. Are you the owner of the house at 105-3rd ave., Glenburnie?

A. Yes, together with my sisters and brothers, we bought it.

7. Can you tell me about what time you purchased that property?

A. In 1932, I really could not give you the exact date.

8. Did you have a written contract at that time with the sellers?

A. No we did not, just a verbal contract.

9. What did you agree to pay for the property? A. $4400.

10. That included the lot next door? A. Yes, Lot No. 103.

11. What are the dimensions of these lots? A. Each lot is 50X150 feet.

12. Is there an alley in the rear of these lots?

A. Yes, a 20 foot alley in the rear.

13. Is lot 105 improved?

A. Yes, it is improved by a dwelling, it is more or less a semi-bungalow, has six rooms and bath, large attic, composition shingle roof, a frame house with wooden shingles on the outside. Also have a single car garage.

14. Is this property connected up with water and sewer in the county? A. Yes.

15. Have you any rental arrangements with your mother and father as to their occupying this property?

A. Yes, my mother and father are going to live in the house we are purchasing and are going to pay rent for it. They have been paying $35 a month ever since we started with Mr. Roesler, and they will continue to pay that rent and live there.

16. You have made application for a loan from the Glenburnie Savings and Loan Association for $3,000? A. Yes.

17. That loan has been granted? A. Yes.

18. You and your brother and sister are satisfied to go through with that loan? A. Yes.

19. Do you feel that it is to the advantage of you children to mortgage that property after taking a deed for the same? A. I think so.

20. Are you and the children in a position, with the assistance of your mother and father renting the property, to keep the payments up on this Association mortgage?

A. Yes.

21. How old is your sister, Mary Lee?

A. She is 17 years old she resides with my mother and father at the same address.

22. How old is John Calvin?

A. He is 14 years old, he resides with mother and father too.

23. Do they go to school? A. Yes.

24. Who are you employed by?

A. I am imployed by the Bull Steamship Company, it is a Freight and Passenger line.

25. What is your salary?

A. My salary is $85 a month, that includes my board, my food.

26. You have been sending money home every month to take care of this contract? A. Yes.

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

A. No, I think that covers all.

Arthur Egle.

Fred W. Keuthe , a witness of lawful age, being first duly sworn, deposes and says:-

(Kindred)

1. State your name, residence and occupation?

A. Fred W. Keuthe, Glenburnie, Secretary and Treasurer of the Glenburnie Savings and Loan Association. Also in the Insurance and Real Estate business.

2. Are you familiar with properties in Glenburnie? A. I am.

3. How long have you been in Glenburnie? A. Fourteen years.

4. Do you know this particular property, the Egle property? A. I do.

5. How long have you known that property, how long has it been built?

A. I would say 12 years.

6. As Secretary and Treasurer of the Glenburnie Savings and Loan Association has Arthur Egle and his father made application to the association for a loan to the children?

A. They have for a loan of 30 shares, $3,000.

7. Has the loan been granted? A. It has been approved.

8. This Association formerly had a mortgage and still has a mortgage on this property?

A. That's correct.

9. Do you remember the original amount of the mortgage? A. The original amount was $3,000.

10. Do you remember the appraisement the Directors put on that property at the time of that mortgage? A. At that time the appraisement was around $4500.

11. Did that include both lots or just one lot? A. Just one lot.

12. Do you know the numbers of the lots?

A. No. 2 and No. 3 in Block 36 on Plat of Glenburnie.

13. Are you acquainted with the Egle family? A. I am, I have known them about 2 years.

14. What, in your opinion, would be a fair value of the house and two lots at this time?

A. I would considering the condition of the house and grounds and everything say it was worth about $5,000.

15. Are you familiar with the improvements on lot 105, house number? The property consists of 2 lots, house on Lot No. 3, known as 105.

A. Yes. It is a six room dwelling with bath, unfinished attic that would be made into two additional bedrooms, it has hot water heat, wooden shingle sides, composition roof, single car garage in the rear and the house is in very good condition, and the grounds very well kept.

16. Do you know the dimensions of those lots?

A. Each lot is 50 X 150 feet.

17. How far is that property located from the Glenburnie Railroad station?

A. Being on 3rd avenue would be three blocks South of the Station down the General's Highway, and 1 block west of the General's Highway.

18. In this immediate vicinity of this Egle house are there any other buildings or homes in that locality?

A. Except for this vacant lot there is a house on each 150 foot lot in the block. The Lutheran Church and Parish house are directly across the street, giving a very desirable approach to this particular property?

19. You have heard the testimony of Arthur Egle regarding the verbal contract he had with Mr. and Mrs. Roesler? A. I have.

20. In your opinion would it be to the benefit and advantage of these children to take a deed for this property and give a mortgage on same?

A. I would say very definitely, yes.

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

A. I don't think so.

Fred W. Kuethe.

Robert E. Kindred, Attorney-at-Law, a witness of lawful age, being first duly sworn, deposes and says:-

I am Robert E. Kindred, Attorney-at-law, of Glenburnie, Md. I represent the Glenburnie Savings and Loan Association as its Attorney, and also Arthur Egle, and August Egle, Guardian of the infant children. I have searched the title to the properties known as Nos. 2 and 3 in Block 36 in Glenburnie, and find an open mortgage to the Glenburnie Savings and Loan Association in the sum of $3,000. Also an open mortgage to Frank F. Roesler and Antonia Roesler in the sum of $800. This last mortgage has been merged due to the fact that Mr. and Mrs. Rossiter took title to the property from the mortgagors, who were Fred M. Buchanan and Dovie J. Hughes, his mother. This first mortgages was recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 92, folio 325; and the second mortgage is recorded among said Land Records in Liber F. S. R. No. 92, folio 327. I am familiar with the property, it is in very good condition, and I would appraise it at about $5,000 at this time. After conversing with Mr. Arthur Egle and Mr. August Egle I would say that it would be to the advantage of the children to take a deed for the same and give this mortgage. I also feel that these children will be able, with the assistance of the rent from the property, to make their regular payments to the Association. Both of the mortgages now on this property will be released of record.

Robert E. Kindred.

John Demyan, Jr., a witness of lawful age, being first duly sworn, deposes and says.
(Kindred)

1. State your name and residence?

A. John Demyan, Jr., at the present time I reside No. 2 Murray ave., Annapolis, Md.

2. What is your occupation?

A. Attorney-at-Law. Member of the Anne Arundel County Bar.

3. How long have you been practicing Law? A. Four years.

4. You formerly lived in Glenburnie? A. Yes.

5. Are you familiar with the Egle property on 3rd avenue, South.?

A. Yes, right back of where I used to live.

6. Will you describe to the Court what you know about this property?

A. This property is practically across from the Lutheran Church on 3rd avenue, is a parcel of land 100 X 150 feet, improved by a large six room dwelling in excellent condition, I would say the approximate or appraised value is $5000.

7. Do you know the Egle children?

A. I do, there is a girl about 17 years of age, and a boy 14 years of age, and Arthur is 22 years of age.

8. What do you think would be a fair rent for that place?
A. I believe in Glenburnie for a house of that type the rent would be $35 to $40 a month.

9. Do you think it would be to the benefit and advantage of these children to mortgage this property after taking a deed for it?

A. I do. I understand they are buying it under a contract of sale for $4400.

10. And the dues in the Association would be approximately $35 a month which includes all expenses and taxes and the rental is now $35 a month would you feel these children would be able to carry out their contract and liquidate this indebtedness?

A. I believe so under the circumstances.

To the general question under the rule the witness says:- A. No.

John Demyan, Jr.

There being no other witnesses to be examined, no further testimony desired on behalf of either the Plaintiff or Defendants, this testimony is now closed and returned to the Court, at request of the Solicitor for the Plaintiff.

Witness my hand and seal this 6th day of July, 1939.

Jno. S. Strahorn (Seal)
Examiner.

DECREE ---Filed July 11th. 1939.

On application of Arthur Egle and August Egle, this cause having been submitted on application and testimony, the proceedings read and considered.

It Is Thereupon this 11th day of July, 1939, by the Circuit Court for Anne Arundel County in Equity, Adjudged, Ordered and Decreed, that August Egle, Guardian of Mary Lee Egle and August J. C. Egle be, and he is hereby authorized and empowered to execute a first Mortgage in behalf of said infants to The Glen Burnie Savings & Loan Association of Anne Arundel County, or any other mortgagee, in an amount not exceeding Three Thousand ($3,000.00) Dollars, on Lots Nos. 2 and 3 of Block No. 36, as laid down on the Amended Plat of Glen Burnie, Plat No. 3, recorded in Plat Book F. S. R. No. 1, folio 57, among the Land Records of Anne Arundel County, Maryland; in which said infants together with Arthur Egle hold legal title to said real estate as joint tenants, and not tenants in common; subject to the usual exceptions and further orders of this court.

Ridgely P. Melvin, A. J.

In the Matter of the Sale of the	;	No. 7789 Equity
Mortgaged Real Estate of	:	In the Circuit Court for
Cora Dorothy Kelley, widow.	:	Anne Arundel County.

Mr. Clerk:

Please docket the within foreclosure and file the within original mortgage.

J. Oliver Clark, Assignee.

Mortgage ---Filed _____ (18-C-175)

This Mortgage, made this 26th day of January, in the year Nineteen Hundred and Thirty-four, by and between Cora Dorothy Kelley, widow, of Anne Arundel County, in the State of Maryland, of the first part, Mortgagor, and the Home Owner's Loan Corporation, of the second part, Mortgagee.

Whereas, the said Mortgagor is justly indebted unto the said Mortgagee in the full sum of eight hundred forty-eight and 41/100 Dollars, money this day loaned, in consideration whereof and for value received the said Mortgagor has made and passed unto the said Mortgagee her promissory note of even date herewith for said sum of eight hundred forty-eight and 41/100 Dollars, with interest to accrue thereon at the rate of 5 per centum per annum, which said sum with interest the said Mortgagor hereby covenants to pay to the said Mortgagee at its office in Washington, D. C., or to its successors and assigns, in monthly instalments of $ 6.71 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the said mortgagor to prepay said mortgage indebtedness or any part thereof, whereupon interest will be charged only on the unpaid balance, and with further privilege to the said mortgagor to pay the sum of $ 3.53 monthly from the date hereof until June, 1936, representing the interest only upon said debt, at the option of said mortgagor, provided all other conditions and covenants in said note and herein on the part of the said mortgagor contained shall have been promptly met, and thereafter the monthly payments shall be $ 7.84 per month, to be applied, first, to interest on the unpaid balance and the remainder to the principal until said debt is paid in full; and

Whereas, it is further agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagor agrees to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

Whereas, said mortgagor is desirous of securing the prompt payment of said mortgage indebtedness, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

Now Therefore This Mortgage Witnesseth, that for and in consideration of the premises and of the sum of One Dollar and other valuable considerations the said mortgagor does hereby grant and convey unto the said mortgagee, its successors and assigns, all that lot of ground situate in Anne Arundel County, State of Maryland, and described as follows, that is

to say:

All those four lots in the Third Election District of Anne Arundel County, Maryland, which are known as lots Nos. 15, 16, 25 and 26 in Block "T" on the plat of Marley Park Beach which said plat is recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. No. 2, folio 11. Said lots Nos. 15 and 16 having a combined frontage of 40 feet on Highland Road with an even rectangular depth therefrom to the aforesaid Lots Nos. 25 and 26 of 110 feet, and said lots Nos. 25 and 26 having a combined frontage of 40 feet on Greenway Road with an even rectangular depth of 110 feet.

Being the same lots which were conveyed to Walter Kelley and Cora Dorothy Kelley, his wife, as tenants by the entireties in fee simple, by deed from Philip Germershauser and wife dated May 6, 1929 and recorded among the aforesaid land records in Liber F. S. R. No. 48, folio 383, the said Walter Kelley having since died.

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the Home Owners' Loan Corporation, its successors and assigns, in fee simple.

And it is further agreed by the parties hereto that wherever there is a reference in the covenants, powers and agreements herein contained, to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of the law) of the same.

Provided that if the said Mortgagor shall pay or cause to be paid the aforesaid mortgage debt and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, but not thereafter, the mortgagor shall possess the aforesaid property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest, the said mortgagor does hereby covenant to pay when legally demandable, and the said mortgagor does further covenant and agree that she shall, whenever called upon by the mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on the property herein described, to the said mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Home Owners' Loan Corporation may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

And said mortgagor further covenants to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Home Owners' Loan Corporation, because of the failure on the part of the said mortgagor to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per cent per annum.

And the said mortgagor further covenants to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other casualty, under a mortgage clause in the form approved by said Corporation, with insurers and to an amount approved by the Corporation as a further security for said mortgage debt and assign and deliver to the said Corporation, as issued, with all premiums thereon paid in full, all insurance policies upon said property.
In the event any sum of money becomes payable under such policy or policies, the Corporation shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the obligor to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder, and each and every such payment shall bear interest from date at the rate of six per centum per annum.

And the said mortgagor further covenants to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note and in this mortgage set forth.

The Mortgagor herein hereby assigns to Home Owners' Loan Corporation any and all rents on the premises herein described and authorizes said Corporation, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagor as described herein, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

And it is agreed that as soon as the mortgagor ceases to own said property or to have any interest therein, either by voluntary or involuntary alienation or in any other manner, except by the death of said mortgagor, or said property shall be diverted to uses other than a dwelling house, then the unpaid balance of said mortgage debt, together with the interest and any charges thereon shall become due and demandable, and in default of the payment thereof on demand, this mortgage may at the option of the mortgagee be foreclosed and the property sold under the assent to a decree or power of sale herein contained. And it is further agreed that nothing shall be construed as a waiver of this condition except a writing under the seal and signed by the proper official of said mortgagee, and that the assent to one change of ownership or use shall not allow a subsequent change without like assent, and that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other other than the Mortgagor, the Mortgagee, may, without notice to the Mortgagor deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Corporation and no extension of the time for the payment of the debt hereby secured given by the Corporation shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein either in whole or in part.

The said Mortgagor binds herself not to erect or permit to be erected any new buildings on the premises herein mortgaged or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any

violation or attempt to violate this stipulation said note shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any second mortgage or any junior lien of any kind should be instituted, the Corporation may at its option immediately declare its lien and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

And in case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the mortgagee and it shall be lawful for the said Mortgagee or its assigns, or John I. Rowe and Lansdale G. Sasscer, or either of them, 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 charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws or any other General or Local Laws relating to Mortgages) and to grant and convey the said property to the purchaser or purchasers thereof, his,her or their heirs, personal representatives 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 a newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or its assigns may be deemed expedient; and in the event of a sale of said property under the assent to decree or 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 (25) 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 under this Mortgage, whether the same shall have matured or not, and the surplus (if there be any) shall be paid to the said Mortgagor, or to whomever may be entitled to the same.

And the said Mortgagor does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, or under the assent to a decree as hereinbefore set forth, there shall be and become due by her 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 of the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the Mortgagor does hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and Lansdale G. Sasscer, or either of them, 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 Mortgagor further covenants to warrant specially said property and to execute such further assurances thereof as may be requisite.

Witness the hand and seal of the Mortgagor.

Test: Ruby W. Chaney. Cora Dorothy Kelley, (Seal)
widow.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 26th day of January, in the year Nineteen Hundred and Thirty four before me, a Notary Public of the State of Maryland, in and for Anne Arundel Co. personally appeared Cora Dorothy Kelley, widow, the Mortgagor named in the aforegoing Mortgage, and she acknowledged the aforegoing Mortgage to be her act. At the same time also appeared Herbert W. Reichelt Agent of said Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney,

My commission expires the 6th day of May, 1935. Notary Public.

For Value Received, the Home Owners' Loan Corporation hereby assigns the within mortgage unto J. Oliver Clark, for the purpose of collection and foreclosure.

As Witness the seal of said Corporation and the hand of Charles B. Lyddane, duly authorized, its Regional Treasurer, this 24th day of March, 1939.

Witness: (Corporate) Chas. B. Lyddane,

Edward C. Golder (Seal) Regional Treasurer .

Received for Record 4th day of April, 1939, at 2:45 o'clock P. M., and the same day recorded in Liber J. H. H., No. 122 Fol. 390, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Statement of Mortgage Claim----Filed April 17, 1939.

Statement of Mortgage Claim of Home Owners' Loan Corporation under the mortgage (filed in the above entitled case) from the defendants above captioned:

		Loan #18- 26-C175 4 D-M
Date of Loan		1-26-34
Original Amount of Loan	$848.41	
Applied to Principal	23.25	
Principal Balance Due	825.16	
Unpaid Interest due as of 11-26-38 to 4-21-39	16.63	
Total Amount Due 4-21-39	841.79	

George R. Davis

Deputy for the Regional Accountant.

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 13th day of April in the year nineteen hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared George R. Davis Deputy for the Regional Accountant of the Home Owners' Loan Corporation, the plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the mortgage claim under the

mortgage filed in the said course now remaining due and unpaid.

Witness my hand and Notarial Seal.

(Notarial Seal) Edward C. Golder,
Notary Public.

Bond --Filed and Approved 21st. April, 1939.

Know All Men By These Presents:

That we, J. Oliver Clark of Annapolis, Maryland as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State --------- of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand ($1,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 18th day of April in the year of our Lord nineteen hundred and thirty-nine.

Whereas, the above bounden J. Oliver Clark by virtue of the power contained in a mortgage from Cora Dorothy Kelley, Widow to Home Owners' Loan Corporation bearing date the 26th day of January, 1934 and recorded among the mortgage records of Anne Arundel County, Maryland in Liber F. S. R. No. 122 Folio 386 and duly assigned of record to J. Oliver Clark who 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 J. Oliver Clark 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 J. Oliver Clark 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
Margaret E. Branzell
Witness:
By I. Grant.

(Corporate)
(Seal)

J. Oliver Clark (Seal)
Fidelity and Deposit Company of Maryland
By E. V. Shockley,
Attorney-in-fact.

Assignee's Report of Sale---Filed April 25" 1939

To The Honorable, The Judges of Said Court:

The Report of Sale of J. Oliver Clark, Assignee of the mortgage filed in these proceedings, respectfully shows:

(1). That under and by virtue of the power of sale contained in a mortgage from Cora Dorothy Kelley, widow, dated the 26th day of January, 1934, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 122 folio 386, the said J. Oliver Clark, as the Assignee of said mortgage, by short assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due 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 also by handbills distributed throughout the vicinity of the property and elsewhere, did on Friday, April 21st, 1939 at 11:15 o'clock A. M. at the Court House Door, in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said J. Oliver Clark, Assignee as aforesaid, then and there sold the said property to the Home Owners' Loan Corporation at and for the sum of Eight Hundred Dollars ($800.00), it being at that figure the highest bidder therefore, the said property being the following:

All those four lots in the Third Election District of Anne Arundel County, Maryland, which are known as Lots Nos. 15, 16, 25 and 26 in Block "T" on the plat of Marley Park Beach which said plat is recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. No. 2 folio 11. Siad lots Nos. 15 and 16 having a combined frontage of 40 feet on Highland Road with an even rectangular depth therefrom to the aforesaid Lots Nos. 25 and 26 of 110 feet, and said lots Nos. 25 and 26 having a combined frontage of 40 feet on Greenway Road with an even rectangular depth of 110 feet.

Being the same lots which were conveyed to Walter Kelley and Cora Dorothy Kelley, his wife, as tenants by the entireties in fee simple, by deed from Philip Germershauser and wife dated May 6, 1929, recorded among aforesaid Land Records in Liber F. S. R. No. 48 folio 383, said Walter Kelley having since died.

Improvements consist of two story frame dwelling, containing nine rooms.

(2). And the said Assignee further reports that he has received from the purchaser the deposit of Three Hundred Dollars ($300.00) required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

Terms of Sale: Deposit of $300.00 will be required of the purchaser at the time of the sale and the balance of the purchase money with interest thereon at the rate of 6% per annum to be paid in cash upon final ratification of sale. Taxes and insurance to be adjusted as of the date of this sale.

Respectfully submitted,

J. Oliver Clark,
Assignee.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 25th day of April, 1939, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Oliver Clark, Assignee , and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

Witness my hand and Notarial Seal,

(Notarial Seal) Ruby W. Chaney
Notary Public.

ORDER NISI

Ordered, this 25th day of April, 1939, that the sale of the real estate mentioned in these proceedings, made and reported by J. Oliver Clark, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 27th day of May, 1939; Provided, a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 27th. day of May, 1939.

The report states the amount of sale to be Eight Hundred Dollars ($800.00).

John H. Hopkins, 3rd. Clerk.

Certificate of Publication Annapolis, Md., May 27, 1939.

We hereby certify, that the annexed Order Nisi--Sale--Kelley #7789 Eq. 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 May, 1939. The first insertion being made the 27th day of April, 1939.

The Capital-Gazette Press, Inc.

By H. L. Strange.

ORDER

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 31st day of May, 1939, that the sale made and reported by J. Oliver Clark, Assignee, 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 it is hereby further Ordered that the said Assignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account ---June 19th. 1939

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.

Laura R. Jickling, Auditor

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Cora Dorothy Kelley, Widow in ac. with J. Oliver Clark, Assignee.

To Assignee for fee, in lieu of commissions	$	$ 50.00
To Assignee for Court costs, viz:		
Clerk of Court - costs	24.75	
Auditor	9.00	33.75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	19.50	
Capital-Gazette Press - handbills	4.75	
Capital-Gazette Press - Order nisi on report of sale	5.00	
Capital-Gazette Press - Order nisi on auditor's acct	5.00	
Fidelity & Deposit Co. - bond premium	10.00	
George W.Scible - Auctioneer	10.00	
Ruby W. Chaney - notary fees	.50	
One-half Federal revenue stamps	.50	
One-half State revenue stamps	.40	55.65
To Assignee for Taxes, viz:		
1938 State and County taxes	20.82	
1939 State and County taxes ($21.00)adj.	6.33	27.15
To Home Owners Loan Corporation, Mortgagee, on account of mortgage claim		633.45
		$800.00

	Brought forward	$800.00
Amount of mortgage claim filed	$841.79	
Cr. Amount allowed as above	633.45	
Balance subject to decree in personam	$208. 34	

Cr. Apr. 21. 1939

Proceeds of Sale $800.00

ORDER NISI

Ordered, This 19th day of June, 1939, 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 20 th 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 20th day of July next.

John H. Hopkins, 3rd. Clerk.

Certificate of Publication Annapolis, Md., July 24, 1939.

We hereby certify, that the annexed Order Nisi - Sale - Cora Dorothy Kelly No. 7789 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20 th day of July, 1939. The first insertion being made the 22nd day of June,1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 25 day of July, 1939, 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 Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,

Judge.

R. Bennett Darnall, Atty. named in Mortgage : No. 7790 Equity
vs. :
Alexander C. Dennis & Helen L. Dennis, his wife: In the Circuit Court for
and :
C. M. Mattial Carter & James H. Carter, : Anne Arundel County.
her husband.

Order to Docket Suit---Filed April 4th. 1939.

Mr. Clerk;

Docket suit for the foreclosure of mortgage in the above entitled case and file the original mortgage & principal note as Plaintiff's Exhibit No. 1.

R. Bennett Darnall
Attorney Named in Mortgage

Mortgage ---Filed April 4th.1939.

This Mortgage, Made this 15th day of March, in the year nineteen hundred and twenty-six, by and between Alexander Dennis and Helen A. Dennis, his wife, and C. M. Mattiel Carter and James H. Carter, her husband, of Anne Arundel County, State of Maryland, mortgagors, and Christian Mueller and Bertha Mueller, of Baltimore City, State of Maryland, mortagagees.

Whereas the said mortgagors are justly and bona fide indebted unto the said mortgagees in the full and just sum of four thousand dollars ($4,000.) for money this day loaned them, for the repayment of which said principal sum the said mortgagors have this day made and passed unto the said mortgagees their point and several promissory note, of even date herewith, payable to the order of the said mortgagees two years after date, with interest thereon at the rate of six per centum per annum, payable semi-annually: and to secure the prompt payment of said principal sum, with the interest thereon when and as the same may be due and payable as aforesaid, and the performance by the said mortgagors of the several covenants herein on their part to be performed, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH that for and in consideration of the premises and the sum of One Dollar, the said mortgagors do hereby grant and convey unto the said mortgagees, as joint tenants, their heirs and assigns, all those tracts of land and premises situate, lying and being in the 8th Election District of Anne Arundel County, Maryland, and described as follows:

1. All that tract of land of four acres which was conveyed to said C. M. Mattiel Carter by deed from Alexander Dennis and wife, dated May 16th 1921 and recorded among the Land Records of Anne Arundel County in Liber 33 folio 489

2. All those three parcels of land containing about three acres described in three deeds to the said Alexander Dennis, one from John H. Matthews et al dated May 13th 1889 and recorded among the Land Records aforesaid in Liber S. H. No. 36 folio 192; one from Joseph Matthews et al dated June 17th 1893 and recorded as aforesaid in Liber S. H. No. 44 folio 95, and the third from S. Rowland White dated June 20th 1892 and recorded as aforesaid in Liber S. H. No. 41, folio 414.

Being the same three parcels of ground which were conveyed to the said Alexander Dennis by deed from R. Bennett Darnall and wife dated December 30th 1909 and recorded as aforesaid in Liber G. W. No. 75 folio 23.

3. A tract of land containing sixteen acres, more or less, conveyed to the said Alexander Dennis and wife by deed from Missouri Matthews et al dated June 10th 1907 and recorded among said Land Records in Liber G. W. No. 56 folio 167, except four parts thereof conveyed by the four following deeds; one of four acres three roods and 22 square perches to Henry Denny, dated May 9th 1917 and recorded as aforesaid in Liber G. W. No. 136 folio 453; another to C. M. Mattiel Carter by deed dated May 16th 1921 and recorded as aforesaid in Liber W. N. W. No. 33 folio 489, above referred to; another to Henry Denny dated June 15th 1922 and recorded as aforesaid in Liber W. N. W. No. 58 folio 57; and the fourth to Henry Denny dated May 6th 1910 and recorded as aforesaid in Liber G. W. No. 72 folio 492, leaving in said tract to be hereby conveyed about five acres of land, more or less.

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

To Have And To Hold the aforesaid tracts of land and premises unto the said mortgagees, as joint tenants, their heirs and assigns, in fee simple, provided that if the said mortgagors, their heirs and assigns, shall pay the aforesaid principal sum of four 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.

In case of any default being made in the payment of the aforesaid mortgage debt, 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 of the terms, covenants or conditions of this mortgage, then the whole mortgage debt intended to be hereby secured shall be deemed due and payable, and the sale of said mortgaged property may be made by the said Mortgagees, their executors, administrators or assigns, or R. Bennett Barnall their duly constituted attorney or agent, under Article 66 Section 6 to 10, inclusive, of the Maryland Code (1888) Public General Laws or under any of the general or local laws of the State of Maryland relating to mortgages. Upon the sale of said property under the above power of sale, said 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 the said mortgagees or their said attorney may deem expedient, and the terms of sale shall be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. Upon sale of said property under this mortgage, the proceeds of sale shall be applied as follows; first, payment of all expenses incident to said sale, including a counsel fee of one hundred and fifty dollars to the attorney conducting the proceedings, if the same are conducted without contest, but if legal services be rendered to the mortgagees or any assignee, or to the trustee, or any party selling under this power of sale, or under a decree, in connection with any contested matter in the proceedings, then such other and additional counsel fee 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 a decree of a Court of Equity in Maryland, the said commissions to be not less than the amount stated under the rule of the Circuit Courts of Baltimore City in force on the 6th day of July, 1921; Second, to the payment of all claim of the mortgagees, their heirs or assigns hereunder, whether the same shall have matured or not, and, third, the balance, if any, to the said mortgagors, their heirs and assigns.

And it is agreed that until default be made in the the premises, the said mortgagors shall possess the aforesaid property upon paying in the meantime all taxes, assessments, public dues and charges of any kind levied or assessed or to be levied or assessed on said hereby mortgaged property, which assessments, public dues, charges, mortgage debt and interest the said mortgagors, their heirs and assigns, do hereby covenant to pay when due and payable; but as to all taxes, it is hereby agreed by and between the parties hereto that the same are to be paid by the mortgagors on or before the first day of September, in each and every year, during the existence of this mortgage, and upon payment thereof, to exhibit to the said mortgagees the receipted bills therefor. And in the event there is any default in the payment of said taxes, within the time specified, the same shall constitute a default in this mortgage, and said mortgagees, their heirs and assigns, or their said attorney, shall have the right to foreclose this mortgage, under the above power of sale. And the said mortgagors, for themselves, their heirs and assigns, further covenant to keep the improvements erected upon the property hereby conveyed in proper care and in tenantable condition during the existence of this mortgage. And upon any default in any of the covenants of this mortgage, the mortgagees shall be entitled, without notice to the mortgagors, to the immediate appointment of a receiver for said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt, and upon such default irrespective of whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the mortgagees as additional security. 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, or in the event of a decree under the assent herein, there shall be and become due by them to the party inserting said advertisement or notice, or procuring the decree as aforesaid, all the 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 of a Court having Equity jurisdiction in the State of Maryland, but not less than one-half the amount stated under the rules of the Circuit Courts of Baltimore in force on the 21st day of July, 1921; which said expenses, costs and commissions, the said mortgagors, for themselves, their heirs and assigns, do hereby covenant to pay; and the said mortgagors, their heirs or assigns, or R. Bennett Darnall, 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 the 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 commissions.

And the said mortgagors covenant during the period of the existence of this mortgage to keep the improvements on the land hereby mortgaged insured against loss by fire in an insurance company or companies to be selected by the said mortgagees, and through a broker to be designated by the said mortgagees, to the amount of at least Six thousand dollars, and to cause the policy or policies to be so framed or endorsed as in case of fire to inure to the benefit of the said mortgagees, their heirs or assigns, to the extent of their lien or claim under this mortgage, and to deliver the policy or policies to the mortgagees, or to the attorney for the mortgagees, to be kept by the mortgagees, or their said attorney. And in the event of any loss by fire the insurance company or companies are hereby directed by the said 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 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 mortgagees, or their said attorney, together with the insurance adjusters designated by the companies who are carrying the insurance on said property, are hereby authorized to go upon the premises at such reasonable times as maybe necessary for the purpose of estimating the fire loss.

And it is agreed by and between the parties hereto that upon a sale of the property hereby conveyed, by the said mortgagors, the entire mortgage debt hereby secured shall become due and payable, with the right to immediate foreclosure of this mortgage.

And the said mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

Witness the hands and seals of the mortgagors.

Witness:

Edith C. Wolfangle

C. M. Mattiel Carter (Seal)
James H. Carter (Seal)
Alexander Dennis (Seal)
Helen A. Dennis (Seal)

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

I Hereby Certify, that on this 15th day of March, 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 Alexander Dennis and Helen A. Dennis, his wife, and C. M. Mattiel Carter and James H. Carter, her husband, the mortgagors named in the aforegoing mortgage, and they each acknowledged the aforegoing mortgage to be their respective act.

(Notary's) Edith C. Wolfangle
(Seal) Notary Public.

State of Maryland, City of Baltimore, to wit:-

I hereby certify, that on this 15th day of March, 1925, before me, the subscriber, a Notary Public of the State of Moryland, in and for the City aforesaid, personally appeared R. Bennett Darnall, 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 stated; and he further made oath that he is the Agent of the said mortgagees and duly authorized to make this affidavit.

Witness my hand and Notarial Seal. (Notarial Seal) Eugenia Brown
Notary Public.

Note

$4000.00 Baltimore, Md., March 16, 1936

Secured by Mortgage of even date herewith

Two years after date we jointly and severally promise to pay to the order of Christian Mueller and Bertha Mueller, joint tenants Four thousand ---xx/100 Dollars in Gold Coin of the United States of present standard of weight and fineness.
Value Received.

With interest at 6%

payable semi-annually

C. M. Mattiel Carter
James H. Carter
Alexander Dennis
Helen A. Dennis

For value received we hereby assign the above or written Mortgage to Edward T.Smith .

Witness our hands and Seals this 24th day of July 1930
Witness:
Eugenia Brown.

Christian Mueller (Seal)
Bertha Mueller (Seal)

For value received I hereby assign the above or written Mortgage to Katharina Mueller and Bertha Mueller, as joint tenants.

Witness my hand and Seal this 24th day of July, 1930.

Witness: Eugenia Brown Edward T. Smith (Seal)

Received for Record 15 day of Aug. 1930, at 9 o'clock A. M. and same day recorded in Liber W.M.B. No. 23 Fol. 274 Land Records of Anne Arundel County.

Frank S. Revell, Clerk.

Received for Record 15 day of Aug. 1930 at 9 o'clock A. M. and same day recorded in Liber W. M. B. No. 23, Fol. 274 Land Records of Anne Arundel County.

Frank S. Revell, Clerk.

Statement of Mortgage Claim----Filed April 4th , 1939

To balance of mortgage debt with interest from March 15th 1938 at 6% $2699.

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

I Hereby Certify, that on this 4th day of April, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared R. Bennett Darnall, Attorney Named in Mortgage, and he made oath in due form of law that the matters and facts set forth in the aforegoing statement of claim are true as therein set forth.

Witness my hand and Notarial Seal.

(Notary's) Lucy F. Loskosky

(Seal) Notary Public

Bond---Filed and Approved 2" May, 1939.

Know all Men by These Presents:

That we, R. Bennett Darnall of Grenock, Anne Arundel County, Maryland as Principal, and the American Bonding Company of Baltimore, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, as held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand ($3,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 22nd day of April, in the year of our Lord Nineteen hundred and thirty-nine.

Whereas, the above bounden R. Bennett Darnall by virtue of the power contained in a mortgage from Alexander Dennis and wife, and C. M. Mattiel Carter and James H. Carter, her husband to Bertha Mueller bearing date the 15th day of March, 1926 and recorded among the mortgage records of Anne Arundel County, Maryland in Liber W. M. B. No. 23 Folio 271 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 R. Bennett Darnall 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 R. Bennett Darnall 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: _____

As to surety: By I. Grant.

(Corporate) (Seal)

R. Bennett Darnall (Seal)

American Bonding Company of Baltimore.

By E. V. Shockley, Attorney-in-fact.

Report of Sale --Filed May 2" 1939.

To The Honorable Judge of the Circuit Court:

The Report of Sale of R. Bennett Darnall Attorney named in mortgage in the above entitled cause, to make sale of the mortgaged property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capitol-Gazette Press, a weekly newspaper published in Annapolis City for more than three successive weeks preceding the day of sale, said Attorney did pursuant to said notice on the 2nd day of May, 1939 at eleven o'clock _ M., attend on the premises and then and there sold the same to Bertha Mueller for the sum of two thousand dollars ($2,000.00) she being the highest bidder therefor.

R. Bennett Darnall
Attorney named in mortgage.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, That on this 2nd day of May, 1939 before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared R. Bennett Darnall Attorney named in mortgage and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) Laura R. Jickling
Notary Public.

Advertisement of Sale

Attorney's Sale of two valuable improved tracts of Land located in the Eighth Election District of Anne Arundel County, Maryland, near Shady Side, one of which is on the main road to Shady Side and the other fronts on Parish Creek.

By virtue of the power contained in a mortagage dated March 15th 1926, from Alexander Dennis and wife and C. M. Mattiel Carter and James H. Carter, her husband, which is recorded among the Mortgage Records of Anne Arundel County, Maryland, in Liber W. M. B. No. 23 folio 271, default having occurred thereunder, the undersigned attorney named in said mortgage will sell at public auction at the Court House door in Annapolis, Maryland, on,Tuesday, May2nd, 1939,at Eleven o'clock A. M. the following property:

1. All that tract of land of four acres which was conveyed to said C. M. Mattiel Carter by deed from Alexander Dennis and wife, dated May 16th 1921, and recorded among the Land Records of Anne Arundel County in Liber 33, folio489.

This tract of land is improved by a large frame dwelling containing fourteen rooms, known as "Shady Rest." It is equipped with electricity.

2. All those three parcels of land containing about three acres described in three deeds to the said Alexander Dennis, one from John H. Matthews et al dated May 13th 1889, and recorded as aforesaid in Liber S. H. No. 36, folio 192; one fron Joseph Matthews et al dated June 17th, 1893, and recorded as aforesaid in Liber S. H. No. 44, folio 95, and the third from S. Rowland White dated June 20th, 1892, and recorded as aforesaid in Liber S. H. No. 41 folio 414; improved by an eight room frame house with electricity.

This property fronts about one hundred and fifty feet on Parish Creek; also, five acres of land, more or less being the balance remaining from a tract of sixteen acres, from which several portions have heretofore been sold, as fully described in the aforementioned mortgage which was acquired by said Alex. Dennis and wife by deed from Miscowie Matthews et al dated June 10, 1907, and recorded among the Land Records aforesaid in Liber L. W. No. 56, folio 167.

Terms of Sale: A deposit of $350 will be required of the purchaser at the time and place of sale, and the balance of the purchase money, with interest thereon at the rate of six per centum per annum, to be paid in cash upon ratification of sale. Taxes and insurance to be adjusted to date of sale.

R. Bennett Darnall

Attorney Named in Mortgage.

May 2/1939

I hereby certify that on this 2d. day of May 1939 I sold at eleven o'clock A. M. at the Court House door in Annapolis, Md. the property described in the advertisement of sale in the foreclosure case of R. Bennett Darnall,Atty. named in Mortgage vs. C. M. Mattiel Carter et al to Bertha Mueller for the sum of $2000.00 she being then & there the highest bidder for the same.

W. B. Elliott, Auctioneer.

ORDER NISI

Ordered, this 2nd day of May, 1939, That the sale of the property mentioned in these proceedings made and reported by R. Bennett Darnall, Attorney named in mortgage Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 3rd. 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 3rd., day of June next.

The report states that the amount of sales to be $2000.00

John H. Hopkins, 3rd, Clerk.

Certificate of Publication

Annapolis, Md., June 7, 1939.

We hereby certify, that the annexed Order Nisi--Sale- C. M. Mattiel Carter Equity No.7790 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd. day of June, 1939. The first insertion being made the 4th day of May, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend, Clerk.

Ordered By The Court, This 19 day of June, 1939 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin

Judge.

Auditor's Report and Account---- Filed June 28th. 1939.

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.

Laura R. Jickling, Auditor.

Dr. R. Bennett Darnall, Attorney named in Mortgage, Vs. Alexander Dennis and wife, et al in ac. with R. Bennett Darnall, Attorney.

To Attorney for fee	$ 150.00	$
To Attorney for commissions	93.00	243.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	14.30	
Auditor	9.00	33.30
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	29.25	
Capital-Gazette Press - handbills	5.50	
Capital-Gazette Press - Order nisi on Report of Sale	5.00	
Capital-Gazette Press - Order nisi on auditor's acct.	5.00	
W. B. Elliott - auctioneer	5.00	
Poor, Bowen, Bartlett & Kennedy - bond premium	12.00	
Poor, Bowen, Bartlett & Kennedy - insurance premium	13.72	
One-half Federal revenue stamps	1.00	
One-half State revenue stamps	1.00	77.47
To Attorney for Taxes, viz:		
1937 State & County taxes (Dennis)	30.09	
1938 State & County taxes "	34.86	
1939 State & County taxes " (adj)	11.59	
1939 State & County taxes (Carter -adj)	24.40	100.94
To Bertha Mueller, mortgagee - on account of mortgage claim		1,545.29
		$2,000.00
Amount of mortgage claim filed	$2,699.00	
Interest from 3/15/38 to 5/ 2/38	183.53	
	$2,882.53	
Cr. Amount allowed as above	1,545.29	
Balance subject to decree in personam	$1,337.24	

Cr. May 2, 1939

Proceeds of Sale $2000.00

ORDER NISI

Ordered, This 28th day of June, 1939, 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 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 29th day of July next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., August 4, 1939.

We hereby certify, that the annexed Order Nisi -Auditor's Account --Alexander Dennis 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 3 successive weeks before the 29th day of July, 1939. The first insertion being made the 29th day of June, 1939.

The Capital-Gazette Press, Inc.
By Alfaretta Friend.

In the Circuit Court for Anne Arundel County

Ordered by the Court, this 11th day of October, 1939, 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,
Judge.

In the Matter of the Sale of the Mortgaged Real Estate of Philip J. Childs and Julia L. Childs, his wife.	:	No. 7797 Equity In the Circuit Court for Anne Arundel County.

Mr. Clerk:
Please docket the within foreclosure and file the within original mortgage.

J. Oliver Clark, Assignee.

Mortgage--Filed April 17, 1939. (Loan 18 C No. 490)

This Mortgage, Made this 24th day of April 1934, by and between Philip J. Childs and Julia L. Childs, his wife of Anne Arundel County, State of Maryland, Mortgagors, and Home Owners' Loan Corporation, Mortgagee.

Whereas, the Mortgagors are indebted unto the Mortgagee in the sum of Three Thousand Two Hundred Twenty-nine and 22/100 Dollars, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagee their joint and several promissory note of even date herewith for said sum of Three Thousand Two Hundred Twenty-nine and 22/100 Dollars with interest to accrue thereon at the rate of Five per centum per annum, which sum with interest the Mortgagors hereby covenant to pay to the Mortgagee at its office in Washington, D. C., in monthly instalments of $25.53 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance, and with further privilege to the Mortgagors to pay the sum of $13.45 monthly from the date hereof until June, 1936, representing the interest only upon said debt, at the option of the Mortgagors, provided all other conditions and covenants in said note and herein on the part of the Mortgagors contained shall have been promptly met, and thereafter the monthly payments shall be $29.86, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full; and ----Whereas, it is agreed by the parties hereto that said note provides that time is

of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

Whereas, said Mortgagors are desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are excuted.

Now Therefore This Mortgage Witnesseth, that for and in consideration of the premises and of the sum of One Dollar and other valuable considerations the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Anne Arundel County, State of Maryland, and described as follows, that is to say:

All those four lots of ground in the Fifth Election District of Anne Arundel County, Maryland, which are known and designated as Lots Nos. 5, 6, 7, and 8 as shown on the plat of the property of Samuel Morris Addition to Woodlawn Heights said plat being recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 1, Section 3, folio 338. The said lots having a combined frontage of 100 feet on Poplar Street.

For title to Lot No. 5 see deed from Walter H. Ripple and wife to the said Philip J. Childs and Julia L. Childs, his wife dated May 10, 1923 and recorded among the Land Records aforesaid in Liber W. N. W. No. 69, folio 15. For title to Lots Nos. 6, 7, and 8 see deed from S. Colquit Pardee and wife to the said Philip J. Childs and Julia L. Childs, his wife dated May 10, 1923 and recorded among the aforesaid Land Records in Liber W. N. W. No. 69, folio 16.

Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, together with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

To Have And To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple.

It is agreed by the parties hereto that wherever there is a reference in this mortgage to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of law) of the same.

Provided that if the Mortgagors shall pay or cause to be paid the aforesaid debt 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.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property,which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagors do hereby covenant to pay when legally

demandable, and the Mortgagors do further covenant and agree that they shall, whenever called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

The Mortgagors covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee, because of the failure on the part of the Mortgagors to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other contingencies, under a mortgage clause in the form approved by the Mortgagee, with insurers and to an amount approved by the Mortgagee, as a further security for said debt, and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder. Upon the failure of the Mortgagors to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants in said note and in this mortgage set forth and further covenant to keep the premises hereby mortgaged in good tenantable repair in the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder.

The Mortgagors hereby assign to the Mortgagee all rents accruing on said premises and authorize said Mortgagee, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors, and to deduct from such rents all cost of collection and administration and to apply the remainder of the same on the debt hereby secured.

All cash advances made by the Mortgagee hereunder subsequent to the closing of the loan, covenanted to be paid by the Mortgagors, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Six (6) per centum per annum. It is agreed that in the event the ownership of the mortgaged premises, or any part thereof becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagors deal with such successor or successors in interest with reference to this

mortgage and the debt hereby secured in the same manner as with the Mortgagors without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee and no extension of the time for the payment of said debt given by the Mortgagee shall operate to release, discharge , modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

The Mortgagors bind themselves not to erect or permit to be erected any new buildings on said premises or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note and this mortgage shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any junior mortgage should be instituted or any junior lien of any kind should be enforced, the Mortgagee may at its option immediately declare this mortgage and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns or John I. Rowe and Lansdale G. Sasscer, or either of them, at any time after such default to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives 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 a newspaper printed in Anne Arundel County, and such other notice as by the Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or 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 (25) 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 Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus (if any) shall be paid to the Mortgagors, or to whomever may be entitled thereto.

The Mortgagors 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, or under the assent to decree as hereinbefore set forth, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or no-

tice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which expenses, costs and commission the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and Lansdale G. Sasscer, or either of them, shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

And the Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

Witness the hands and seals of the Mortgagors.

Test:
Lucy F. Loskosky
As to Both.

Philip J. Childs (Seal)
Julia L. Childs (Seal)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 24th day of April, 1934, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Philip J. Childs and Julia L. Childs, 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 Herbert W. Reichelt, Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal)

Lucy F. Loskosky
Notary Public.

My commission expires the Sixth day of May , 1935.

For Value Received, the Home Owners' Loan Corporation hereby assigns the within mortgage unto J. Oliver Clark, for the purpose of collection and foreclosure.

As Witness, the seal of said Corporation and the hand of Charles B. Lyddane, duly authorized, its Regional Treasurer, this 15th day of October, 1937.

Witness:
Esther Reamer

(Corporate)
(Seal)

Chas. B. Lyddane
Regional Treasurer

Received for Record 18 day of April 1939 at 9 o'clock A. M. and the same day recorded in Liber W. M. B. No. 124, Fol. 399, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Statement of Mortgage Claim --Filed May 5", 1939.

Statement of Mortgage Claim of Home Owners' Loan Corporation under the mortgage (filed in the above entitled case) from the defendants above captioned:

Loan #18-24-C-490

Date of Loan	4-24-34
Original Amount of Loan	$3,229.22
Applied to Principal	129.67
Principal Balance Due	3,099.55
Unpaid Interest due as of 10-24-38 to 5-5-39	82.19
Total Amount Due 5-5-39	$3,181.74

George R. Davis
Deputy for the Regional Accountant

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 2nd. day of May in the year nineteen hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared George R. Davis, Deputy for the Regional Accountant of the Home Owners' Loan Corporation, the plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just 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.

(Notarial Seal)

Edward C. Golder
Notary Public.

Bond--Filed and Approved 5th. May, 1939.

Know All Men By These Presents:

That we, J. Oliver Clark of Annapolis, Maryland as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety in the full and just sum of One Thousand ($1,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of May in the year of our Lord Nineteen hundred and thirty-nine.

Whereas, the above bounden J. Oliver Clark by virtue of the power contained in a mortgage from Philip J. Childs and Julia L. Childs, his wife to Home Owners' Loan Corporation bearing date the 24th day of April, 1934 and recorded among the Land records of Anne Arundel County, Maryland in Liber W. M. B. No. 124 Folio 395 and duly assigned of record to the said J. Oliver Clark, who 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 J. Oliver Clark 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 J. Oliver Clark 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
Margaret E. Branzell
As to surety: By I. Grant.

(Corporate)
(Seal)

J. Oliver Clark (Seal)
Fidelity and Deposit Company
of Maryland
By E. V. Shockley,
Attorney-in-fact.

Assignee's Report of Sale--Filed May 6" 1939.

To the Honorable, The Judges of Said Court:

The Report of Sale of J. Oliver Clark, Assignee of the mortagage filed in these proceedings, respectfully shows:

(1). That under and by virtue of the power of sale contained in a mortgage from Philip

J. Childs and Julia L. Childs, his wife, dated the 24th day of April, 1934, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 124 folio 395, the said J. Oliver Clark, as the Assignee of said mortgage, by short assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due 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 also by handbills distributed throughout the vicinity of the property and elsewhere, did on Friday, May 5th, 1939 at 11:00 o'clock A. M., at the Court House door, in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said J. Oliver Clark, Assignee as aforesaid, then and there sold the said property to the Home Owners' Loan Corporation at and for the sum of Three Thousand Dollars ($3000.00), it being at the figure the highest bidder therefore, the said property being the following:

All those four lots of ground in the Fifth Election District of Anne Arundel County, Maryland, which are known and designated as Lots Nos. 5, 6 and 7 and 8 as shown on the plat of the property of Samuel Morris Addition to Woodlawn Heights, said plat being recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 1 Section 3 folio 338. The said lots having a combined frontage of 100 feet on Poplar Street.

For title to Lot No. 5 see deed from Walter H. Ripple and wife to the said Philip J. Childs and Julia L. Childs, his wife, dated May 10, 1923 and recorded among the Land Records aforesaid in Liber W. N. W. No. 69 folio 15. For title to Lots Nos. 6, 7 and 8 see deed from S. Colquit Pardee and wife to the said Philip J. Childs and Julia L. Childs, his wife, dated May 10, 1923 and recorded among the aforesaid Land Records in Liber W. N. W. No. 69 folio 16.

Improvements consist of two story frame dwelling containing seven rooms and one bath.

(2). And the said Assignee further reports that he has received from the purchaser the deposit of Three Hundred Dollars ($300.00) required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

Terms of Sale: A deposit of $300.00 will be required of the purchaser at the time of the sale, and the balance of the purchase money with interest thereon at the rate of 6% per annum to be paid in cash upon final ratification of sale. Taxes and insurance to be adjusted as of the date of this sale.

Respectfully submitted,

J. Oliver Clark, Assignee.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 6th day of May, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Oliver Clark, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

Witness my hand and Notarial Seal,

(Notarial Seal)

Ruby W. Chaney
Notary Public.

ORDER NISI

Ordered, this 6th day of May, 1939, that the sale of the real estate mentioned in these proceedings, made and reported by J. Oliver Clark, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 7th day of June, 1939; Provided a

copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 7th day of June, 1939.

The report states the amount of sales to be Three Thousand Dollars ($3000.00).

John H. Hopkins, 3rd, Clerk.

Certificate of Publication Annapolis, Md., June 7, 1939.

We hereby certify that the annexed Order Nisi Sale--Philip J. Childs and Julia L. Childs--his wife, Equity #7797 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 7th day of June, 1939. The first insertion being made the 11th day of May, 1939.

The Capital-Gazette Press,Inc.
By Alfaretta Friend, Clerk.

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 9th day of June, 1939, that the sale made and reported by J. Oliver Clark, Assignee, 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 it is hereby further Ordered that the said Assignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account --Filed June 19" 1939.

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

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Philip J. Childs and Julia L. Childs, his wife in ac. with J. Oliver Clark, Assignee.

To Assignee for fee in lieu of commissions	$	$ 50.00
To Assignee for Court costs, viz:		
Clerk of Court - costs	24.75	
Auditor	9.00	33.75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	18.75	
Capital-Gazette Press - handbills	4.75	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
Fidelity & Deposit Co. - bond premium	10.00	
George W. Scible - auctioneer	10.00	
Ruby W. Chaney - notary fees	.50	
One-half Federal revenue stamps	1.50	
One-half State revenue stamps	1.50	57.00
To Assignee for Taxes, viz:		
1938 State and County taxes	54.35	
1939 State and County taxes ($58.65adj.)	20.25	74.60

(Amounts forward)

Amount brought forward		$214.75
To Assignee for Benefit Charges, viz:		
Anne Arundel County Sanitary Commission;		
1935 water and sewer benefit charge	$19.11	
1936 water and sewer benefit charge	33.41	
1937 water and sewer benefit charge	31.07	
1938 water and sewer benefit charge	28.73	
1939 water and sewer benefit charge (adj)	9.12	
Water rent to 3/1/39	3.60	125.04
To Home Owners Loan Corporation, mortgagee,		
on account mortgage claim	2,659.61	2,659.61
		$3,000.00

Amount of mortgage claim filed	$3,181.74
Cr. Amount allowed as above	2,659.61
Balance subject to decree in personam	$ 522.13

Cr. May 5 1939-- Proceeds of sale $3,000.00

ORDER NISI

Ordered, This 19th day of June, 1939, 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 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 20th day of July next.

John H. Hopkins, 3rd. Clerk.

Certificate of Publication Annapolis, Md., July 10, 1939

We hereby certify, that the annexed Order Nisi Auditor's Account - Philip J. Childs & wife - No. 7797 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of July, 1939. The first insertion being made the 22nd day of June, 1939.

The Capital-Gazette Press, Inc.
By Alfaretta Friend.

ORDER

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 25 day of July, 1939, 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 Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

In the Matter of the Sale of the Mort-	:	No. 7798 Equity
gaged Real Estate of Everett M. Hawes	:	In the Circuit Court for
and Ida M. Phelps Hawes, his wife.	:	Anne Arundel County.

Mr. Clerk:

Please docket the within foreclosure and file the within original mortgage.

J. Oliver Clark, Assignee.

Mortgage -- Filed April 17, 1939. (Loan 18 C No. 1308)

This Mortgage, Made this 14th day of December 1934 by and between Everett M. Hawes and Ida M. Phelps Hawes, his wife of Anne Arundel County, State of Maryland, Mortgagors, and Home Owners' Loan Corporation, Mortgagee.

Ex

Whereas, the Mortgagors are indebted unto the Mortgagee in the sum of Nine hundred sixty and no/100 Dollars, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagee their joint and several promissory note of even date herewith for said sum of Nine hundred sixty and no/100 Dollars, with interest to accrue thereon at the rate of 5 per centum per annum, which sum with interest the Mortgagors hereby covenant to pay to the Mortgagee at its office in Washington, D. C., in monthly instalments of $10.00 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance; and

Whereas, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

Whereas, said Mortgagors are desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided,and the performance of the other covenants herein and in said note contained, these presents are executed.

Now Therefore This Mortgage Witnesseth, that for and in consideration of the premises and of the sum of One Dollar and other valuable considerations the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Anne Arundel County, State of Maryland, and described as follows, that is to say:

All those lots of ground situated in the Fourth Election District of Anne Arundel County, Maryland and known and designated as Lots Nos. 10, 12 and 14 of "Riden" as per blue print recorded in Plat Book No. 1, folio153.

Being the same property that was conveyed to Ida M. Phelps now Hawes, by David M.Nesbit, widower, by deed dated February 11, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 33, folio 121.

Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, together with all heating, plumbing and lighting fixtures and appliances now affixed to and be-

ing part of the realty.

To Have And To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple.

It is agreed by the parties hereto that wherever there is a reference in this mortgage to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of law) of the same.

Provided that if the Mortgagors shall pay or cause to be paid the aforesaid debt 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.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagors do hereby covenant to pay when legally demandable, and the Mortgagors do further covenant and agree that they shall, whenever called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

The Mortgagors covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee, because of the failure on the part of the Mortgagors to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said note and this mortgage, or either and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other contingencies, under a mortgage clause in the form approved by the Mortgagee, with insurers and to an amount approved by the Mortgagee, as a further security for said debt., and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder. Upon the failure of the Mortgagors to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements conditions, and covenants in said note and in this mortgage set

forth and further covenant to keep the premises hereby mortgaged in good tenantable repair in the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder.

The Mortgagors hereby assign to the Mortgagee all rents accruing on said premises and authorize said Mortgagee, by its agent, to take possesion of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors, and to deduct from such rents all cost of collection and administration and to apply the remainder of the same on the debt hereby secured.

All cash advances made by the Mortgagee hereunder subsequent to the closing of the loan covenanted to be paid by the Mortgagors, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Six (6) per centum per annum. It is agreed that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagors without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee and no extension of the time for the payment of said debt given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

The Mortgagors bind themselves not to erect or permit to be erected any new buildings on said premises or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note and this mortgage shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any junior mortgage should be instituted or any junior lien of any kind should be enforced, the Mortgagee may at its option immediately declare this mortgage and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or John I. Rowe, at any time after such default to sell the mortgaged property or so much thereof as may be neccessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives 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 a newspaper printed in Anne Arundel County, and such other notice as by the Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or 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 (25) 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 Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus (if any) shall be paid to the Mortgagors, or to whomever may be entitled thereto.

The Mortgagors 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, or under the assent to decree as hereinbefore set forth, 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 debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which expenses, costs and commission the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe of them, shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale maye be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

And the Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

Witness the hands and seals of the Mortgagors.

Test:

Marvin I. Anderson.

Everett M. Hawes (Seal)
her
Ida M. Phelps X Hawes (Seal)
mark

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 14th day of December, 1934, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Everett M. Hawes and Ida M. Phelps Hawes, 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 Marvin I. Anderson Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal) Lucille Harman

My commission expires the 5th day of May, 1935. Notary Public

For Value Received, the Home Owners' Loan Corporation hereby assigns the within mortgage unto J. Oliver Clark for the purpose of collection and foreclosure.

As Witness the seal of said Corporation and the hand of Charles B. Lyddane, duly authorized, its Regional Treasurer, this 6th day of April, 1939.

Witness:

Edward C. Golder

(Corporate)
(Seal)

Chas. B. Lyddane
Regional Treasurer

Received for Record 18th day of April , 1939, at 9 o'clock, A. M. and the same day recorded in Liber F. A. M. No. 134, Fol. 288, Land Records of Anne Arundel County.

John H. Hopkins, 3rd,Clerk

Statement of Mortgage Claim ---Filed May 5" 1939.

Statement of Mortgage Claim of Home Owners' Loan Corporation under the mortgage (filed in the above entitled case) from the defendants above captioned:

	Loan #18-14-C-1308 4 D M
Date of Loan	12-14-34
Original Amount of Loan	$ 960.00
Advanced for Taxes - Balance of 1936 and all of the 1937 State and County	47.05
Advanced for Insurance	13.06
Total of Original Loan and Advances	1,020.11
Applied to Principal	37.09
Principal Balance Due	983.02
Unpaid Interest due as of 6-4-38 to 5-5-39	110.16
TOTAL AMOUNT DUE 5-5-39	1,093.18

George R. Davis
Deputy for the Regional Accountant.

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 4th day of May in the year nineteen hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared George R. Davis, Deputy for the Regional Accountant of the Home Owners' Loan Corporation, the plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just 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.

(Notarial Seal)

Edward C. Golder
Notary Public.

Bond -- Filed and Approved May 5" 1939.

Know all Men by These Presents:

That we, J. Oliver Clark of Annapolis, Maryland as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand ($1,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of May in the year of our Lord Nineteen hundred and thirty-nine.

Whereas, the above bounden J. Oliver Clark by virtue of the power contained in a mortgage from Everett M. Hawes and Ida M. Phelps Hawes, his wife to Home Owners' Loan Corporation bearing date the 14th day of December, 1934 and recorded among the Land records of Anne Arundel

County, Maryland in Liber F. A. M. No. 134 Folio 284 and duly assigned of record, to the said J. Oliver Clark, who 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 J. Oliver Clark 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 J. Oliver Clark 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 Margaret E. Branzell — J. Oliver Clark (Seal)

(Corporate) (Seal) — Fidelity and Deposit Company of Maryland.

As to surety: By I. Grant. — By E. V. Shockley Attorney-in-fact.

Assignee's Report of Sale --Filed May 6th. 1939.

To The Honorable, The Judges of Said Court:

The Report of Sale of J. Oliver Clark, Assignee of the mortgage filed in these proceedings, respectfully shows:

(1). That under and by virtue of the power of sale contained in a mortgage from Everett M. Hawes and Ida M. Phelps Hawes, his wife, dated the 14th day of December, 1934, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 134 folio 284, the said J. Oliver Clark, as the Assignee of said mortgage, by short assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due 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 also by handbills distributed throughout the vicinity of the property and elsewhere, did on Friday, May 5th, 1939 at 11:15 o'clock A. M., at the Court House door, in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said J. Oliver Clark, Assignee as aforesaid, then and there sold the said property to the Home Owners' Loan Corporation at and for the sum of Nine Hundred Dollars ($900.00), it being at that figure the highest bidder therefore, the said property being the following:

All those lots of ground situated in the Fourth Election District of Anne Arundel County, Maryland, and known and designated as Lots Nos. 10, 12, and 14 of "Riden" as per blue print recorded in Plat Book No.1 folio 153.

Being the same property that was conveyed to Ida M. Phelps now Hawes, by David M. Nesbit, widower, by deed dated February 11, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 33, folio 121.

Improvements consist of 1 story frame bungalow, containing 3 rooms.

(2). And the said Assignee further reports that he has received from the purchaser the deposit of Three Hundred Dollars ($300.00) required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the

same being the follows:

Terms of Sale: A deposit of $300.00 will be required of the purchaser at the time of the sale, and the balance of the purchase money with interest thereon at the rate of 6% per annum to be paid in cash upon final ratification of sale. Taxes and insurance to be adjusted as of the date of this sale,

Respectfully submitted,

J. Oliver Clark, Assignee.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 6th day of May, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Oliver Clark, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

Witness my hand and Notarial Seal,

(Notarial Seal) Ruby W. Chaney

Notary Public.

ORDER NISI

Ordered, this 6th day of May, 1939, that the sale of the real estate mentioned in these proceedings, made and reported by J. Oliver Clark, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 7th day of June, 1939; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 7th day of June, 1939.

The report states the amount of sales to be Nine Hundred Dollars ($900.00).

John H. Hopkins, 3rd. Clerk.

Certificate of Publication Annapolis, Md., June 7, 1939

We hereby certify, that the annexed Order Nisi - Sale - Everett M. Hawes Equity # 7798 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks ~~for 3 successive weeks~~ before the 7th day of June, 1939. The first insertion being made the 11th day of May, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend, Clerk.

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 9th day of June, 1939, that the sale made and reported by J. Oliver Clark, Assignee, 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 it is hereby further Ordered that the said Assignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P.Melvin, Judge.

Auditor's Report and Account --Filed June 19th. 1939.

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.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Everett M. Hawes and Wife in ac. with J. Oliver Clark, Assignee.

To Assignee for fee in lieu of commissions	$	$ 50.00
To Assignee for Court costs, viz:		
Clerk of Court - costs	24.75	
Auditor	9.00	33.75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	16.50	
Capital-Gazette Press - handbills	4.75	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
George W. Scible - auctioneer	10.00	
Fidelity & Deposit Co. -bond premium	10.00	
Ruby W. Chaney - notary fees	.50	
One-half Federal revenue stamps	.50	
One-half State revenue stamps	.40	52.65
To Assignee for Taxes, viz:		
1938 State and County taxes	24.41	
1939 State and County taxes ($24.05 adj)	8.35	32.76
To Home Owners Loan Corporation, mortgagee on account mortgage claim		730.84
		$900.00
Amount of mortgage claim filed	$1,093.18	
Cr. Amount allowed as above	730.84	
Balance subject to decree in personam	$ 362.34	

Cr. May 5, 1939 Proceeds of Sale $900.00

ORDER NISI

Ordered, This 19th day of June, 1939, 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 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 20th day of July next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., July 10, 1939.

We hereby certify, that the annexed Order Nisi - Auditor's Account - Everett M. Hawes and wife No. 7798 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of July, 1939. The first insertion being made the 22nd day of June, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 25 day of July, 1939, 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 Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

William M. Travers, Attorney named in the mortgage vs. Charles M. Christian, Grace Christian, his wife.	No. 6125 Equity In The Circuit Court for Anne Arundel County.

Mr. Clerk:

Please docket the above entitled case and file the mortgage exhibit.

Wm. M. Travers.

Plaintiff's Exhibit No. 1 --Filed Oct. 13th. 1931.

This Mortgage, Made this 17th day of February in the year one thousand nine hundred and twenty-seven, between Charles M. Christian and Grace Christian, His Wife, of the county of Anne Arundel, in the State of Maryland, Mortgagors, and the Foresters Building Association of Baltimore City, Incorporated, a body corporate, duly incorporated, Mortgagee. Whereas the said Charles M. Christian and Grace Christian, His Wife, being members of the said body corporate, have received therefrom an advance of Eighteen Hundred and twenty ($1820.00) Dollars on Fourteen (14) shares of its stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

Ex

Now, Therefore, This Mortgage Witnesseth, That in consideration of the premises and of one dollar, the said Charles M. Christian and Grace Christian, His Wife do grant unto the Foresters Building Association of Baltimore City, Incorporated its successors and its assigns, all those four (4) lots of ground situate and lying in the Anne Arundel County, and described as follows:

Lots Nos. 5-6-7-8, Section 110, on the plat of Green Haven, recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. No. 1, folio 346.

Being the same lots of ground and premises described in a deed from The Maryland Title Guarantee Company dated February 10th, 1927, and 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 lot of ground and premises unto the said Foresters Building Association of Baltimore City, Incorporated, its successors, in fee simple, and its assigns during the residue of the term of years to yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent.

If However, the said Mortgagors shall make the payments and 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 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 fourteen (14) shares of stock, and to continue such payments until the said fourteen (14) shares of stock shall be fully paid; provided that a reduction of fifteen (15¢) 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 _____Dollar and _____cents 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 Foresters Building Association, of Baltimore City, Incorporated, its successors and assigns, or William M. Travers, 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 ($25.00) dollars and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the Mortgagor ------personal representatives or assigns, or to whoever may be entitled to the same.

Witness the hands and seals of the said Mortgagors.

Test: Charles M. Christian (Seal)

Wm. M. Travers Grace Christian (Seal)

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 17th day of February in the year of one thousand nine hundred and twenty-seven before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Charles M. Christian and Grace Christian, His Wife, the Mortgagor named in the aforegoing Mortgage, and they each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Andrew Blankner, 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.

(Notarial Seal) Wm. M. Travers,
Notary Public.

Bond -- Filed and Approved Oct. 13th 1931

Know All Men by these Presents,

That we, William M. Travers 345 Saint Paul Place, Baltimore Maryland, as principal, and the Fidelity and Casualty Company of New York, a corporation duly organized under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand 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, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this ninth day of October, in the year of our Lord One Thousand Nine Hundred and Thirty-one

Whereas, the above bounden William M. Travers by virtue of the power contained in a mortgage from Charles M. Christian and Grace Christian, his Wife to _____ bearing date the seventeenth day of February, 1927and recorded among the mortgage records of Anne Arundel County in Liber F. S. R. No. 11 Folio 271 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 William M. Travers 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 William M. Travers has hereto set his hand and seal and the said corporation has caused these presents to be duly signed by its Attorney, attested by its Clerk, the day and year first herein above written.

Signed, sealed and delivered in the presence of Edith M. Walker — William M. Travers (Seal)

(Corporate) (Seal) — The Fidelity and Casualty Company of New York.

Attest: Helen F. Ferguson — By Franklin C. Van Pelt, Attorney

Amended Mortgage Account --Filed Nov. 7" 1931.

Statement of Mortgage Debt --Amended Account -- Baltimore, November 5, 1931

7.9.26	Mortgage on Lots 11,12,15,16 in Section D. Green Haven	$2600.00	$
9.29.26	By cash		70.00
10.13.26	Account of mortgage on lots 3,4,5,6, Section D and 46 and 47 Section3	2600.00	

	Account brought forward	$ 5200.00	$70.00
12.29.26	By cash		100.60
2.9.27	Account of mortgage on Lots 5,6,7,8 in Section 110	1820.00	
3.1.27	By cash		139.30
6.29.27	" "		178.10
9.28.27	" "		165.90
12.28.27	" "		97.65
12.26.28.	" "		1500.00
6.26.29.	" "		4.40
9.24.30	" "		1824.44
9.30.31	" "		1389.6.
		$ 7020.00	$ 5470.00
		5470.00	
		$ 1550.00	
Interest to November 10, 1031		73.80	
Fines		24.60	
1928 taxes		26.30	
1929 taxes		26.46	
1930 taxes		24.35	
1931 taxes		14.53	
		1740.04	

E. T. Cole, Secy.

State of Maryland, City of Baltimore, Sct:

I Hereby Certify, that on this fifth day of November, 1931, before me a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared E. T. Cole, Secretary of The Foresters Building Association of Baltimore, City, the Plaintiff in the above entitled case, and made oath that the foregoing is 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.

(Notarial Seal) Edith M. Walker,

Notary Public.

Report of Sale. Order Nisi 10 Nov. 1939 -- Filed 10 Nov. 1931

To The Honorable, The Judges of Said Court:

The Report of Sale of William M. Travers, attorney named in the mortgage, in the above entitled cause to make sale of the property in the proceedings in this cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his duties, as prescribed by said mortgage which was duly approved, and having given notice of the time, place and manner and terms of sale, by advertisements inserted in the Maryland Gazette, a weekly newspaper published in the City of Annapolis, Anne Arundel County, for more than three successive weeks preceding the day of sale, did, pursuant to said notice on the 10th day of November, 1931, at eleven O'clock A. M., attend at the Court House door in the City of Annapolis and then and there sold all those lots of ground known as Nos. 5,6,7,and 8 in Section 110 on the plat of Green Haven, recorded among the land records of Anne Arundel County in Plat Book W. N. W. No. 1, folio 346, as set out in the copy of the advertisement annexed hereto and prayed to be taken as part hereof to The Foresters Building Association of Baltimore City being the highest bidder therefor, at and for the sum of $1700

Wm. M. Travers

Atty. named in the Mortgage

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify, that on this Tenth day of

November, 1931, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally apprared William M. Travers, attorney named in the mortgage, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal) Edith M. Walker

Notary Public.

Advertisement of Sale

Attorney's Sale of valuable fee simple property in the Third Election District of Anne Arundel County, Maryland, in Green Haven.

By virtue of the power of sale in a mortgage from Charles M. Christian and Grace Christian, his wife, dated February 17, 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S.R. No. 11, folio 271 etc., 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, November 10 1931, at 11 o'clock A. M., the property mentioned in said mortgage to wit:

All those lots of ground known as Nos. 5,6,7 and 8 in Section 110 on the plat of Green Haven, recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. No. 1, folio 346, the same lying at the corner of Twenty-Fifth Street and East Shore Road, and fronting on each of said streets one hundred feet with a depth of one hundred feet and improved by a five room shingle bungalow.

Terms of Sale:- Cash on ratification of sale by the Court with interest at six per centum, from the day of sale. Taxes and insurance to be adjusted to day of sale. A deposit of three hundred dollars will be required of the purchaser on the day of sale.

William M. Travers,

Geo. W. Scible, Auctioneer.

Attorney named in Mortgage
345 St. Paul Place, Baltimore, Maryland

ORDER NISI

Ordered by the Circuit Court for Anne Arundel County this 10th day of November, 1931, that the sale of the real estate described in this cause made and reported by William M. Travers, attorney named in the mortgage, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 12th day of December, 1931, 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 12th day of December, 1931. The report states the amount of sale to be $1700.00

Frank S. Revell, Clk.

Certificate of Publication Annapolis, Md., December 15,1931

We hereby certify, that the annexed Order Nisi - Sale - Christian - Equity #6125 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th. day of December, 1931; The first insertion being made the 12th. day of November, 1931.

The Capital-Gazette Press, Inc.
By L. L. French

Ordered By The Court, This 29th day of December, 1931 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 15 January 1932

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

Eugene P. Childs, Auditor.

Dr. William M. Travers, Attorney named in Mortgage vs, Charles M. Christian and wife, in ac. with William M. Travers, Attorney named in Mortgage

To Attorney for his commissions	$ 83.50	$
To Attorney for fee named in mortgage	25.00	108.50
To Attorney for Court Costs, viz:		
Solicitor's appearance fee	10.00	
Clerk of Court	11.65	
Auditor	9.00	30.65
To Attorney for Expenses, viz:		
Maryland Gazette, advertising sale	12.00	
Order Nisi on Report of Sale	5.00	
Order Nisi on Auditor's Account	5.00	
Auctioneer	10.00	
Premium on bond	10.00	42.00
To Attorney for Taxes, viz:		
1928 County and State	26.30	
1929 County and State	26. 46	
1930 County and State	24.35	
adjustment 1931 County and State	14.53	91.64
To Foresters Building Association of Baltimore City, on account of mortgage debt and interest	1,439.73	1,439.73
		$1,712.52

Amount of mortgage debt and interest	$1,648.40
Allowed on account of said claim	1,439.73
This balance subject to Decree in Personam	$ 208.67

Cr. Nov. 10, 1931 Proceeds of Sale	$1,700.00
Interest on deferred payments	8.50
Allowance for 1931 Taxes	4.02
	$1,712.52

ORDER NISI

Ordered, This 15th day of January, 1932, 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 16th 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 16th day of February next.

Frank S. Revell, Clk.

John S. Stanley, Attorney named in the Mortgages vs.	:	No. 7804 Equity
Bessie E. Breitschwerdt and John A. Breitschwerdt, her husband.	:	In The Circuit Court for Anne Arundel County

Titling -- Filed April 21st. 1939.

Mr. Clerk:

Please docket this suit, file titling, original mortgages and bond when approved.

John S. Stanley

Attorney named in the Mortgage

Ex

Two Original Mortgages --Filed April 21st. 1939.

This Mortgage, Made this 12th day of November, in the year one thousand nine hundred and twenty-eight by John A. Breitschwerdt and Bessie Breitschwerdt, his wife Mortgagors, and The Laurel Building Association of Prince George's County, a body corporate of Prince George's County, Maryland, duly incorporated, Mortgagee.

Whereas, The said John A. Breitschwerdt and Bessie Breitschwerdt, being menbers of The Laurel Building Association of Prince George's County, aforesaid, and as such members sharing and participating in the profits of said body corporate, have received therefrom an advance of Fifteen Hundred Dollars ($1500.00), on the Fifteen shares of stock held and owned by the said mortgagors in their own right, being the par value of the same, at its maturity, which sum of $1500.00 is for a portion of the purchase price of the property hereinafter described.

And Whereas, It has been agreed by and between Mortgagors and Mortgagee that the payment of dues, interest, premiums and fines, as hereinafter mentioned, and the performance of all the covenants and conditions herein contained should be secured by a good and effectual Mortgage, on the property hereinafter described, wherefore this Mortgage is executed, the same being a condition precedent to said advance.

Not This Mortgage Witnesseth, That in consideration of the premises and one dollar the said John A. Breitschwerdt and Bessie Breitschwerdt his wife, do grant and convey unto

The Laurel Building Association of Prince George's County, the body corporate aforesaid, its successors and assigns,

All that lot or parcel of ground situate, lying and being in Annapolis Junction, now called Fort Leonard Wood Junction, in Anne Arundel County, State of Maryland, more particularly described as Lots Ten (10), Eleven (11) Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16) in the Town of Centralia in said County, per plat duly recorded among the land records of said County in Liber G. E. G. 1, at folio 537, the said property having been conveyed to Abraham Fishman by the following deeds:-1st. deed from Thomas Nackenzie and Ogle Marbury, Trustees, dated September 25, 1918, and recorded September 26, 1918, among the said land records in Liber No. 130, at folio 423, which deed conveys Lots 10 and 11; 2nd:-deed from Moses Sykes and Rachel Sykes, his wife, dated July 3, 1908, and recorded July 14, 1908, among the land records of said County in Liber G. W. 60, at folio 184, which deed conveys lots 12 and 13; 3rd:-deed from Louis H. E. Haslup and Mary V. Haslup, his wife, dated July 27, 1910, and recorded August 24, 1910, among the said land records in Liber G. W. 77, at folio 287, which deed conveys lots 14, 15, and 16. Being also the same property conveyed to Bessie Breitschwerdt, one of the mortgagors herein, by Annie Fishman, William Fishman, Jennie Oppel, and Morris Oppel, her husband, and Morris Fishman and Sarah Fishman, his wife, by deed dated October 7, 1928, and recorded _____, 1928, among the land records of said County in Liber _____, at folio _____.

Together with the improvements thereon, and all the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

To Have and To Hold the same, with the improvements and appurtenances aforesaid, unto the said body corporate, its successors and assigns, in fee simple.

Provided, That if the said mortgagors shall make all the payments and perform all the covenants herein on their part to be made and performed, then this Mortgage shall be void.

And the said mortgagors for themselves their heirs, executors, administrators and assigns, hereby covenant with The Laurel Building Association of Prince George's County aforesaid and its assigns, to pay and perform as follows, that is to say: To pay to the said Mortgagee or its assigns as dues, the sum of one dollar per share on each and every of said shares of stock, monthly, on or before the third Tuesday of each and every month, and interest on said advance at the rate of fifty cents per share monthly, on or before the third Tuesday of each and every month, and a premium of ten cents per share, on or before the third Tuesday of each and every month, the same being the premium agreed upon. To pay all such fines as may by the said Association body corporate, in conformity with its Constitution and By-Laws, be inposed upon them for any default made in the payment of said monthly dues and interest.

To keep the improvements on said property insured from loss by fire and windstorm for the benefit of said body corporate, to the amount of at least Fifteen Hundred Dollars.

To pay all taxes and all other assessments for which the property hereby mortgaged may be or become liable, when demandable, and to obey the Constitution and By-Laws of said Association, now in force or hereafter to be adopted. All of which payments and covenants shall continue in full force until the whole amount of said advance, interest, premium, fines and all amounts paid for insurance and taxes shall, by the payments made by the said John A. Breitschwerdt and Bessie Breitschwerdt, his wife and dividends allowed by said Association, be paid in full.

But in case the said John A. Breitschwerdt and Bessie Breitschwerdt, shall make default

and fail to pay the dues, premiums, interest and fines, or either, or any of them, for the space of six months, or should fail to perform any one or more of the covenants or conditions of this Mortgage, then the whole mortgage debt hereby secured shall become due and demandable and these presents are hereby declared to be made in Trust, and the said Mortgagee or its assigns, or William Stanley or John S. Stanley, as Attorney or Agent, is and are hereby authorized and empowered to sell all the property hereby mortgaged, or so much thereof as may be necessary, for cash, or such terms as may be prescribed by the party making the sale, and convey the same to the purchaser or purchasers, his, her or their heirs, personal representatives or assigns, by giving at least twenty days' notice in some newspaper published in Anne Arundel County and the proceeds arising from said sale to apply, first, to the costs and expenses thereof, including the usual Trustee Commissions to the party making the sale; secondly, to all moneys owing hereunder, whether the same shall have then matured or not, according to an account to be stated by the Secretary of said Association, and the balance, if any, to the said mortgagors their personal representatives or assigns, or whoever may be entitled thereto. And it is agreed that until default be made, the said Mortgagors shall possess said property.

Witness the hands and seals of the Mortgagors.

Test: John A. Breitschwerdt (Seal)

J. W. O. Brien Bessie Breitschwerdt (Seal)

State of Maryland, Anne Arundel County:

I Hereby Certify, That on this 12th day of November, in the year one thousand nine hundred and twenty-eight before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John A. Breitschwerdt and Bessie Breitschwerdt, his wife, (the within-named Mortgagors) and they acknowledged the aforegoing Mortgage to be their act.

Witness my hand and Notarial Seal.

(Notarial Seal) John W. O. Brien
Notary Public.

State of Maryland, Prince George County: To Wit:

I Hereby Certify, That on this 12th day of November, in the year one thousand nine hundred and twenty-eight before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William Stanley, the Agent of The Laurel Building Association of Prince George's County (the within named Mortgagee), and made oath in due form of law that the consideration in the aforegoing mortgage is true and bona fide as therein set forth, and that he is the duly authorized Agent of the Mortgagee to make this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal) John W. O.Brien
Notary Public.

(Second Mortgage)

This Mortgage, Made this 28th day of September, in the year one thousand nine hundred and thirty-five by Bessie E. Breitschwerdt, and John A. Breitschwerdt, her husband, Mortgagors, and The Laurel Building Association of Prince George's County, a body corporate of Prince George's County, Maryland, duly incorporated, Mortgagee.

Whereas, The said Bessie E. Breitschwerdt and John A. Breitschwerdt, her husband, being

members of The Laurel Building Association of Prince George's County, aforesaid, and as such members sharing and participating in the profits of said body corporate, have received therefrom an advance of Four Hundred Dollars ($400.00), on the four (4) shares of stock held and owned by the said mortgagors in their own right, being the par value of the same, at its maturity.

And Whereas, It has been agreed by and between Mortgagors and Mortgagee that the payment of dues, interest, premiums and fines, as hereinafter mentioned, and the performance of all the covenants and conditions herein contained should be secured by a good and effectual Mortgage, on the property hereinafter described, wherefore this Mortgage is executed, the same being a condition precedent to said advance.

Now This Mortgage Witnesseth, That in consideration of the premises and one dollar the said mortgagors do grant and convey unto The Laurel Building Association of Prince George's County, the body corporate aforesaid, its successors and assigns, all those lots and parcels of ground situate, lying and being in Anne Arundel County, State of Maryland, more particularly-described as follows:

Parcel 1. Lots ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), fifteen (15) and sixteen (16) in the Town of Centralia, as per Plat thereof recorded among the Land Records of Anne Arundel County, in Liber G. E. G. No. 1. folio 537.

Being the same property conveyed to Bessie E. Breitswerdt by deed from Annie Fishman, et al, dated October 10th 1928, and recorded among the said Land Records in Liber F. S. R. 46, folio 358. And

Parcel 11. Beginning for the same on the south side of Broad Way at the distance of ninety-nine (99) feet easterly from the corner formed by the intersection of the south side of Broad Way with the east side of Lexington Street, and running thence easterly sixty-six (66) feet and having an even rectangular depth of one hundred and ten (110) feet to the north side of a ten (10) foot alley there situate, and being and comprising all those two lots or parcels of ground laid out on a plat of the Town of Centralia (Annapolis Junction) Anne Arundel County, Maryland, recorded among the Land Records of said county, in Liber G. E. G. No. 1, folio 536, and designated thereon as Lots Nos. 26 and 27.

Being the same property conveyed to Bessie E. Breitschwerdt, one of the mortgagors herein, by Charles David Hall and Rosa A. Hall, his wife, by deed dated September 4, 1930, and recorded September 10th, 1930, among the Land Records of Anne Arundel County, in Liber F. S. R. No. 76, folio 476.

Together With the improvements thereon, and all the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

To Have And To Hold the same, with the improvements and appurtenances aforesaid, unto the said body corporate, its successors and assigns, in fee simple.

Provided, That if the said mortgagors shall make all the payments and perform all the covenants herein on their part to be made and performed, then this Mortgage shall be void.

And the said mortgagors for themselves their heirs, executors, administrators and assigns, hereby covenant with The Laurel Building Association of Prince George's County aforesaid and its assigns, to pay and perform as follows, that is to say: To pay to the said Mortgagee or its assigns, as dues, the sum of one dollar per share on each and every of said shares of stock, monthly, on or before the third Tuesday of each and every month, and interest

on said advance at the rate of fifty cents per share monthly, on or before the third Tuesday of each and every month, and a premium of ten cents per share, on or before the third Tuesday of each and every month, the same being the premium agreed upon. To pay all such fines as may by the said Association body corporate, in conformity with its Constitution and By-Laws, be imposed upon them for any default made in the payment of said monthly dues and interest.

To keep the improvements on said property insured from loss by fire and windstorm for the benefit of said body corporate, to the amount of at least Four Hundred Dollars, To pay all taxes and all other assessments for which the property hereby mortgaged may be or become liable, when demandable, and to obey the Constitution and By-Laws of said Association, now in force or hereafter to be adopted. All of which payments and covenants shall continue in full force until the whole amount of said advance, interest, premium, fines and all amounts paid for insurance and taxes shall, by the payments made by the said Bessie E. Breitschwerdt and John A. Breitschwerdt, her husband and dividends allowed by said Association, be paid in full.

But In case the said mortgagors shall make default and fail to pay the dues, premiums, interest and fines, or either, or any of them, for the space of six months, or should fail to perform any one or more of the covenants or conditions of this Mortgage, then the whole mortgage debt hereby secured shall become due and demandable, and these presents are hereby declared to be made in Trust, and the said Mortgagee or its assigns, or William Stanley or John S. Stanley, as Attorney or Agent, is and are hereby authorized and empowered to sell all the property hereby mortgaged, or so much thereof as may be necessary, for cash, or such terms as may be perscribed by the party making the sale, and convey the same to the purchaser or purchasers, his, her or their heirs, personal representatives or assigns, by giving at least twenty days' notice in some newspaper published in Anne Arundel County and the proceeds arising from said sale to apply, first, to the costs and expenses thereof, including the usual Trustee Commissions to the party making the sale; secondly, to all moneys owing hereunder, whether the same shall have then matured or not, according to an account to be stated by the Secretary of said Association, and the balance, if any, to the said mortgagors, their personal representatives or assigns, or whoever may be entitled thereto. And it is agreed that until default be made, the said Mortgagors shall possess said property.

Witness the hands and seals of the Mortgagors.

Test: Bessie E. Breitschwerdt (Seal)

John W. O. Brien John A. Breitschwerdt (Seal)

State of Maryland, Prince George's County, To wit:

I Hereby Certify, That on this 28th day of September, in the year one thousand nine hundred and thirty-five before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Bessie E. Breitschwerdt and John A. Breitschwerdt, her husband, (the within-named Mortgagors) and they acknowledged the aforegoing Mortgage to be their act.

Witness my hand and Notarial Seal.

(Notarial Seal) John W. O. Brien

Notary Public

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify, That on this 3rd. day of October in the year one thousand nine hundred and thirty-five before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John S. Stanley, the Agent of The Laurel Building Association of Prince George's County (the within-named mortgagee), and made oath in due form of law that the consideration in the aforegoing mortgage is true and bona fide as therein set forth, and that he is the duly authorized Agent of the Mortgagee to make this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal) Margaret J. Brennan
Notary Public.

Bond -- Filed and Approved 21st. April, 1939

No. 71089-16-599-39 $1,500.00

In The Circuit Court of Anne Arundel County, State of Maryland

Bond of John S. Stanley To Sell

Know All Men By These Presents: That we, John S. Stanley, Baltimore, Maryland, as Principal, and the United States Fidelity and Guaranty Company, a body corporate 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 One Thousand Five Hundred and no/100 Dollars ($1,500.00), 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 19th day of April, in the year of our Lord, nineteen hundred and thirty-nine.

Whereas, the above bounden John S. Stanley, by virtue of the power contained in two mortgages from Bessie E. Breitschwerdt and John A. Breitschwerdt, her husband, to the Laurel Building Association of Prince George's County, and recorded among the Land Records of Anne Arundel County, as follows:

Dated	In Liber	No.	Folio
November 12, 1928	F. S. R.	46	360
September 28, 1935	F. A. M.	145	70

and John S. Stanley, Attorney named in the mortgages, is about to sell the land and premises described in said mortgages, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition of the Above Obligation is Such that if the above bounden John S. Stanley do and shall well and truly and faithfully perform the trust reposed in him under the mortgages 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 Antoinette E. Conpion

(Corporate) (Seal)

John S. Stanley (Seal)

United States Fidelity and Guaranty Company

By: C. H. Chilcote
Attorney-in-fact.

Two Statements of Mortgage Claim --Filed April 22" 1939.

Statement of Mortgage Debt under Mortgage form Bessie E. Breitschwerdt and John A. Breitsch-

werdt, her husband, to The Laurel Building Association of Prince George's County dated November 12, 1928.

Amount of mortgage	$1,500.00
Interest and premium	54.27
Insurance premiums advanced	13.48
Fines	5.00
	1,572.75
Credit applicable to loan	705.58
Total amount due and owing as of date of sale	$ 867.17

State of Maryland, City of Baltimore, to wit:

I Hereby Certify that on this ___ day of _____, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John S. Stanley, the attorney named in the mortgage fully set out above, and he made oath in due form of law that the aforegoing is a true and correct statement of the amount due under the mortgage above set forth according to the best of his knowledge, information and belief, and that he is the duly authorized agent of the mortgagee, The Laurel Building Association, to make this affidavit.

Witness my hand and Notarial Seal.

_____
Notary Public.

Statement of Mortgage Debt under Mortgage from Bessie E. Breitschwerdt and John A. Breitschwerdt, her husband, to The Laurel Building Association of Prince George's County dated September 28, 1936, Recorded in Liber F. A. M. 145, Folio 70.

Amount of mortgage	$400.00	
Interest and premium	16.80	
Fines	2.40	
	$419.20	
Credit against loan	12.50	
Total amount due and owing as of date of sale	_____	$406.70

State of Maryland, City of Baltimore: To Wit:

I Hereby Certify that on this ___ day of _____, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John S. Stanley, the attorney named in the mortgage fully set out above, and he made oath in due form of law that the aforegoing is a true and correct statement of the amount due under the mortgage above set forth according to the best of his knowledge, information and belief, and that he is the duly authorized agent of the mortgagee, The Laurel Building Association, to make this affidavit.

Witness my hand and Notarial Seal.

_____
Notary Public.

Report of Sale, Certificates of Purchaser, and Auctioneer, Order Nisi and Final Order

Filed April 26" 1939.

To The Honorable The Judge of Said Court:

The report of sale of John S. Stanley, attorney named in the mortgages, respectively represents unto your Honor:

That under and by virtue of the power of sale contained in certain mortgages from Bessie E. Breitschwerdt and John A. Breitschwerdt, her husband, dated November 12, 1928 and September 28, 1935 and recorded respectively among the Land Records of Anne Arundel County in Liber F. S. R. 46, folio 360 and Liber F. A. M. 145, folio 70, the undersigned as attorney named in said mortgages, and authorized to sell in case of default, default having occurred under the terms and conditions of said mortgages and in the payment of the principal therein stipulated, after giving more than twenty days' notice of the time, place, manner and terms of said sale in the "Southern Maryland Times", a paper duly published in Anne Arundel County, did, pursuant to said notice and advertisement, attend on the premises on Saturday, April 22nd, 1939, at 3.15 o'clock p. m. and offered the said property for sale at public sale which property is described fully in the said mortgages above mentioned, and sold the same to The Laurel Building Association of Prince George's County which was then and there the highest bidder therefor at and for the sum of $1,000 and that said sale was fairly made.

John S. Stanley
Attorney named in the mortgage.

State of Maryland, City of Baltimore: To Wit:

I Hereby Certify that on this 24 day of April, 1939, before me, the subscriber, a Notary Public of said State and City, personally appeared John S. Stanley, attorney named in the mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing report of sale are true and bona fide as therein set forth and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal)

Alice D. Barry
Notary Public.

This Is To Certify that the undersigned on the 22nd day of April, 1939, purchased at public sale from John S. Stanley, attorney named in the mortgages from Bessie E. Breitschwerdt and John A. Breitschwerdt, her husband, to The Laurel Building Association of Prince George's County, dated November 12, 1928, and September 28, 1935, and recorded respectively among the Land Records of Anne Arundel County in Liber F. S. R. 46, folio 360 and Liber F. A. M. 145, folio 70, the property in said mortgages described known as Lots 10, 11, 12, 13, 14, 15 and 16 in the subdivision of Centralia, at and for the sum of $1000.

The Laurel Bldg. Asso. of Prince Geo. co.
By S. J. Alton

This Is To Certify that I as auctioneer sold to The Laurel Building Association of Prince George's Co. all the lots or parcels of ground situate in Centralia, Anne Arundel County, Maryland, and described in the mortgages mentioned above, on the 22nd day of April, 1939, at 3.15 o'clock, and I do further certify that the said purchaser at the price of $1000.00 was the highest bidder therefor; that said sale was made in compliance with the advertisement thereof; and was fairly made.

Geo. W. Scible, Auctioneer/

ORDER NISI

Ordered by the Circuit Court for Anne Arundel County this 26" day of April, 1939, upon the aforegoing report of sale and affidavit that the sale therein reported to be finally ratified

and confirmed, unless cause to the contrary thereof be shown on or before the 27" day of May, 1939, provided that a copy of this order be inserted in some newspaper in Anne Arundel County once in each of three successive weeks, before the said 27" day of May, 1939.

The report of sale states the amount of sale to be $1000.00.

John H. Hopkins, 3rd, Clerk.

Certificate of Publication Annapolis, Maryland

This is to Certify That the annexed advertisement of Order Nisi was inserted in The Southern Maryland Times, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of May, 1939; that is to say, the same was inserted in the issues of April 28, May 5, 12, 1939.

The Southern Maryland Times
Thomas L. Christian,
Business Manager.
By: Jeannette A. Cadell.

ORDER

Ordered by the Circuit Court for Anne Arundel County in Equity this 29 day of May, 1939, that the sale made and above reported by John S. Stanley, attorney named in the mortgages, be and the same is hereby finally ratified and confirmed, there having been no cause to the contrary shown, although due notice appears to have been given as required by the above order, the agent of the mortgagee is allowed his usual commission and for such expenses as he shall produce vouchers to the auditor of this court, to whom this case is hereby referred, to state the necessary account or accounts.

Ridgely P. Melvin, Judge.

Auditor's Report and Account --Filed June 10th. 1939.

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.

Laura R. Jickling , Auditor.

Dr. John S. Stanley, Attorney named in Mortgage, Vs. Bessie E. Breitschwerdt and husband in ac. with John S. Stanley, Attorney.

To Attorney for Commissions	$	$ 58.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	14.80	
Auditor	9.00	33.80
To Attorney for Expenses, viz:		
The Southern Maryland Times - advertising sale	22.75	
The Southern Maryland Times - order nisi on report of sale	5.00	
The Southern Maryland Times - order nisi on auditor's acct.	5.00	
George W. Scible - Auctioneer	10.00	
Chas. H. Stenley, Inc., - bond premium	10.00	
One-half Federal Revenue Stamps	.50	
One-half State Revenue stamps	.50	53.75

Amount brought forward		$145.55
To Attorney for Taxes, viz:		
1938 State and County taxes	$ 28.99	
1939 State and County taxes (adj-$28.38)	8.70	37.69
To The Laurel Building Ass'n of Prince George County, mortagagee - on account mortgage claim		816.76
		$1,000.00
Amount of first mortgage claim filed	$867.17	
Cr. Amount allowed as above	816.76	
Balance subject to decree in personam	$ 50.41	

Cr. Apr. 22, 1939

Proceeds of Sale $1,000.00

ORDER NISI

Ordered, This 10th., day of June, 1939, 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 11th 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 11th day of July next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md.

This is to Certify That the annexed advertisement of Order Nisi was inserted in The Southern Maryland Times a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of July, 1939; that is to say, the same was inserted in the issues of June 16, 23, 30, 1939.

The Southern Maryland Times

Thomas L. Christian,
Business manager.

By: Jeanette Cadell

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 23 day of Oct., 1939, 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,
Judge.

In the Matter of the Sale of the	:	No 5929 Equity
Mortgaged Real Estate of Harry Matschulat &	:	In the Circuit Court
Margagete Matschulat, his wife & Theodore	:	for
Weissenborn.		Anne Arundel County

Mortgage --Filed Sept. 26" 1930

This Mortgage, made this fifth day of August, in the year one thousand nine hundred and twenty nine, by and between Harry Matschulat and Margarete Matschulat, his wife, and Theodore Weissenborn, unmarried, of Baltimore City, State of Maryland, parties of the first part, Mortgagors, and C. Nelson Dugan, of the same place, party of the second part, Mortgagee.

Whereas the said mortgagors are justly indebted unto the said mortgagee in the full sum of Thirty-Seven-Hundred and Seventy Dollars ($3770.00), being the balance of the purchase price of the property hereinafter described, which said sum the said mortgagors have covenanted and agreed to repay unto the said mortgagee in monthly instalments of Forty Dollars ($40.00) each, on the first day of each and every month, until the expiration of five years from the date hereof, when the balance of the mortgage debt remaining unpaid shall then become due and payable, together with interest thereon at the rate of six per centum per annum payable monthly; both principal and interest being payable in gold coin of the United States of the present standard of weight and fineness; and

E4

The interest is to abate upon each monthly payment so made on the principal as aforesaid as of the date such payment is made.

In addition to the monthly payments hereinabove provided the said mortgagors covenant to pay to the said mortgagee, his personal representatives or assigns, in monthly instalments accounting from the date hereof, a sum of money equivalent to a one-twelfth part of the total amount of State and County taxes assessed against the property hereinafter described. And Whereas in order to better secure the payment of the aforesaid debt, with interest as aforesaid, these presents are executed:

Now, Therefore, This Mortgage Witnesseth: That in consideration of the premises and the sum of One Dollar ($1.00), this day paid, the receipt whereof is hereby acknowledged, the said mortgagors do hereby grant and convey unto the said mortgagee, his heirs and assigns, in fee simple, all that lot of ground situate in Anne Arundel County, in the State of Maryland and described as follows, that is to say:

Beginning for the same at the end of the fourth line of a tract of land formerly owned by Henry Wigley; and running thence north seventy-four degrees thirty-six minutes west thirty-two perches to a stake along four perches east of the public road called New Cut Road; thence south seventeen degrees fifteen minutes west twenty-eight perches to the center of said road; thence same course south seventeen degrees fifteen minutes west eighty-four and eight-tenths perches to a branch called Wells Spring Branch and with the same southeast thirty-two perches to a line of Wigley's land and thence reverse the same north seventeen degrees fifteen minutes east one hundred and nineteen perches to the place of beginning. Containing twenty-three and one-eighth acres of land, more or less.

Being the same lot of ground which, by deed of even date herewith, and recorded, or intended to be recorded, among the land records of Anne Arundel County prior hereto, was granted and conveyed by C. Nelson Dugan and wife to the said Harry Matschulat and Theodore Weissenborn infee 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 said property, with the improvements and appurtenances aforesaid, unto the said mortgagee, his heirs, personal representatives, successors and assigns, forever, in fee simple.

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

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

And upon any default in the terms of this mortgage, a sale may be made by the said mortgagee, his personal representatives or assigns, or by his or their attorney, under Article LXVI, sections 6 to 10, inclusive, of the Annotated Code of the Public General Laws of Maryland, edited by George P. Bagby, or any other general or local laws of the State of Maryland relating to mortgages. And such sale may 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, unless he so desires; 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 twenty-five dollars for conducting the proceedings if without contest, but if legal services be rendered to the mortgagee or his assigns or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the mortgagee, his personal representatives, or assigns hereunder, whether the same shall have then matured or not; and, third, the balance, if any, to the said mortgagors, their heirs, executors, administrators or 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, personal representatives, 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 his 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 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 so framed or indorsed as in case of fire to inure to the benefit of the said mortgagee, his personal representatives or assigns, to the extent of his 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 or such money so payable may, with the consent of the mortgagee, be applied to the repairing of the premises damaged. 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.

Test: Harry Matschulat (Seal)

Adam J. Geyer Margarete Matschulat (Seal)

Theodore Weissenborn (Seal)

State of Maryland, Baltimore City, to wit:

I Hereby Certify that on this 5th day of August in the year one thousand nine hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Harry Matschulat and Margarete Matschulat, his wife, and Theodore Weissenborn, unmarried, the within named mortgagors, and severally acknowledged the aforegoing mortgage to be their respective act.

At the same time also appeared Richard Mac Sherry Agent of the within named mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth; and also made oath that he is agent of the mortgagee.

In Testimony Whereof, I have affixed my official seal the day and year aforesaid.

(Notarial Seal) Adam J. Geyer

Notary Public.

September 25, 1930

For Value Received I hereby assign the above mortgage to Edwin Eareckson, Jr., for the purpose of foreclosure.

As Witness my hand and seal.

Test; H. M. Daly. C. Nelson Dugan (Seal)

Received for Record 26th. day of Sept. 1930, at 10 o'Clock A. M. and same day recorded in Liber F. S. R., No. 55, Fol. 16 Land Records of Anne Arundel County.

Frank S. Revell,

Clerk.

Bond --Filed and Approved 28th., Oct. 1930

Know All Men By These Presents:

That we, Edwin Eareckson, Jr. as Principal, and the American Bonding Company of Baltimore, 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 Three Thousand ($3,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 27th day of October, in the year of our Lord one thousand nine hundred and thirty.

Whereas, the above bounden Edwin Eareckson, Jr. by virtue of the power contained in a mortgage from Harry Matschulat, et al to C. Nelson Dugan bearing date the 5th day of August, 1929 and recorded among the mortgage records of Anne Arundel County in Liber F. S. R. No. 55 Folio 13 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 Edwin Eareckson, Jr. do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Edwin Eareckson, Jr. 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 — Edwin Eareckson, Jr. (Seal)

in the Presence of — (Corporate) — American Bonding Company

M. Lee. Jones — (Seal) — of Baltimore.

As to Surety: By H. Smut — By: E. V. Shockley, Attorney-in-Fact.

Assignee's Report of Sale --Filed Oct. 29" 1930

To The Honorable, The Judge of Said Court:

The Report of Sale of Edwin Eareckson, Jr., Assignee of the mortgage from Harry Matschulat, et al, to C. Nelson Dugan, dated August 5th, 1929, and recorded among the Land Records of Anne Arundel County, in Liber F. S. R. #55, folio 13, respectfully shows unto your Honor:

That after giving bond with security for the faithful discharge of his trust as such Assignee, which was duly approved, and having given 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 for more than three successive weeks preceding the day of the sale, said Assignee did, pursuant to said notice and in the exercise of the power of sale in him vested as Assignee, sell the lot of ground described in said mortgage on Tuesday, October 28th, 1930, at 12 M. at the Court House door in Annapolis, and then and there sold the same to C. Nelson Dugan for One Thousand ($1,000.00) Dollars, the lot of ground so sold being described as follows:-

Beginning for the same at the end of the fourth line of a tract of land formerly owned by Henry Wigley; and running thence north seventy-four degrees thirty-six minutes

west thirty-two perches to a stake along four perches east of the public road called New Cut Road; thence south seventeen degrees fifteen minutes west twenty-eight perches to the center of said road; thence same course south seventeen degrees fifteen minutes west eighty-four and eight-tenths perches to a branch called Wells Spring Branch and with the same southeast thirty-two perches to a line of Wigley's land and thence reverse the same north seventeen degrees fifteen minutes east one hundred and nineteen perches to the place of beginning. Containing twenty-three and one-eighth acres of land, more or less.

Wherefore, he prays your Honor to pass the usual order nisi on said sale. And as in Duty Bound, Etc.

Edwin Eareckson, Jr.

State of Maryland, Baltimore City, to-wit:

I Hereby Certify, that on this 28th day of October, 1930, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Edwin Eareckson, Jr., Assignee of the mortgage aforesaid, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein stated and that the sale therein reported was fairly made.

As Witness my hand and Notarial Seal.

(Notary's) M. Helen Engelhardt
(Seal) Notary Public.

ORDER NISI

Ordered, this 29th., day of October, 1930, That the sale of the property mentioned in these proceedings made and reported by Edwin Eareckson, Jr., Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 1st., 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 1st., day of December next.

The report states that the amount of sales to be $1,000.00

Frank S. Revell, Clerk.

Certificate of Publication Annapolis, Md., December 10, 1930

We hereby certify, that the annexed Order Nisi - Sale - Matschulat #5929 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 1st. day of December, 1930. The first insertion being made the 6th day of November, 1930.

The Capital-Gazette Press, Ind.
By H. L. Strange.

Ordered By The Court, This Dec. 11th, 1930, 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, Atty.

This space left for Auditors Acct etc.

This page left for Auditor's Acct, etc,

This page left for Auditor's acc. ate,

John S. Stanley, Attorney Named in the Mortgage Vs.	:	No. 7805 Equity
	:	In the Circuit Court for
Bessie E. Breitschwerdt and John A. Breitschwerdt, Her Husband.	:	Anne Arundel County.

Titling --Filed April 21st., 1939.

Mr. Clerk:

Please docket this suit, file titling, original mortgage and bond when approved.

John S. Stanley,
Attorney named in the Mortgage.

Original Mortgage --Filed April 21st., 1939.

This Mortgage, Made this 15th day of January, in the year one thousand nine hundred and thirty-one by Bessie E. Breitschwerdt and John A. Breitschwerdt, her husband Mortgagors, and The Laurel Building Association of Prince George's County, a body corporate of Prince George's County, Maryland, duly incorporated, Mortgagee.

Whereas, The said Bessie E. Breitschwerdt and John A. Breitschwerdt being members of The Laurel Building Association of Prince George's County, aforesaid, and as such members sharing and participating in the profits of said body corporate, have received therefrom an advance of One Thousand Dollars ($1000.00), on the ten shares of stock held and owned by the said mortgagors in their own right, being the par value of the same, at its maturity.

Ex

And Whereas, It has been agreed by and between Mortgagors and Mortgagee that the payment of dues, interest, premiums and fines, as hereinafter mentioned, and the performance of all the covenants and conditions herein contained should be secured by a good and effectual Mortgage, on the property hereinafter described, wherefore this Mortgage is executed, the same being a condition precedent to said advance.

Now This Mortgage Witnesseth, That in consideration of the premises and one dollar the said Bessie E. Breitschwerdt and John A. Breitschwerdt do grant and convey unto The Laurel Building Association of Prince George's County, the body corporate aforesaid, its successors and assigns, All that lot or parcel of ground situate, lying and being in Anne Arundel County, State of Maryland, more particularly described as follows:-

Beginning for the same on the south side of Broad Way at the distance of ninety-nine (99) feet easterly from the corner formed by the intersection of the south side of Broad Way with the east side of Lexington Street, and running thence easterly sixty-six (66) feet and having an even rectangular depth of one hundred and ten (110) feet to the north side of a ten (10) foot alley there situate, and being and comprising all those two lots or parcels of ground laid out on a plat of the town of Centralia (Annapolis Junction) Anne Arundel County, Maryland, recorded among the land records of said county in Liber G. E. G. No. 1, at folio 536, and designated thereon as Lots numbered twenty-six (26) and twenty-seven (27).

Being the same property conveyed to Bessie E. Breitschwerdt, one of the mortgagors herein by Charles David Hall and Rosa A. Hall, his wife, by deed dated September 4, 1930, and recorded September 10, 1930, among the land records of Anne Arundel County in Liber F. S. R. 76, at folio 476.

Together With the improvements thereon, and all the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

To Have And To Hold the same, with the improvements and appurtenances aforesaid, unto the said body corporate, its successors and assigns, in fee simple.

Provided, That if the said mortgagors shall make all the payments and perform all the covenants herein on their part to be made and performed, then this Mortgage shall be void.

And the said mortgagors for themselves their heirs, executors, administrators and assigns, hereby covenant with The Laurel Building Association of Prince George's County aforesaid and its assigns, to pay and perform as follows, that is to say: To pay to the said Mortgagee or its assigns, as dues, the sum of one dollar per share on each and every of said shares of stock, monthly, on or before the third Tuesday of each and every month, and interest on said advance at the rate of fifty cents per share monthly, on or before the third Tuesday of each and every month, and a premium of ten cents per share, on or before the third Tuesday of each and every month, the same being the premium agreed upon. To pay all such fines as may by the said Association body corporate, in conformity with its Constitution and By-Laws, be imposed upon them for any default made in the payment of said monthly dues and interest.

To keep the improvements on said property insured from loss by fire and windstorm for the benefit of said body corporate, to the amount of at least One Thousand Dollars,

To pay all taxes and all other assessments for which the property hereby mortgaged may become liable, when demandable, and to obey the Constitution and By-Laws of said Association, now in force or hereafter to be adopted. All of which payments and covenants shall continue in full force until the whole amount of said advance, interest, premium, fines and all amounts paid for insurance and taxes shall, by the payments made by the said mortgagors and dividends allowed by said Association, be paid in full.

But in case the said mortgagors shall make default and fail to pay the dues, premiums, interest and fines, or either, or any of them, for the space of six months, or should fail to perform any one or more of the covenants or conditions of this Mortgage, then the whole mortgage debt hereby secured shall become due and demandable, and these presents are hereby declared to be made in Trust, and the said Mortgagee or its assigns, or William Stanley or John S. Stanley, as Attorney or Agent, is and are hereby authorized and empowered to sell all the peoperty hereby mortgaged, or so much thereof as may be necessary, for cash, or such terms as may be prescribed by the party making the sale, and convey the same to the purchaser or purchasers,his, her or their heirs, personal representatives or assigns, by giving at least twenty days' notice in some newspaper published in Anne Arundel County and the proceeds arising from said sale to apply, first, to the costs and expenses thereof, including the usual Trustee Commissions to the party making the sale; secondly, to all moneys owing hereunder, whether the same shall have then matured or not, according to an account to be stated by the Secretary of said Association, and the balance, if any, to the said mortgagors their personal representatives or assigns, or whoever may be entitled thereto.

And it is agreed that until default be made, the said Mortgagors shall possess said property.

Witness the hands and seals of the Mortgagors.

'Test: Bessie E. Breitschwerdt (Seal)

John W. O. Brien John A. Breitschwerdt (Seal)

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, That on this 15th day of January, in the year one thousand nine hundred and thirty-one before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Bessie E. Breitschwerdt and John A. Breitschwerdt, her husband (the within-named Mortgagors) and they acknowledged the aforegoing Mortgage to be their act.

Witness my hand and Notarial Seal.

(Notarial Seal) John W. O. Brien
Notary Public.

State of Maryland, Prince George County: To Wit:
I Hereby Certify, That on this 15th day of January, in the year one thousand nine hundred and thirty one before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William Stanley, the Agent of The Laurel Building Association of Prince George's County (the within-named mortgagee), and made oath in due form of law that the consideration in the aforegoing mortgage is true and bona fide as therein set forth, and that he is the duly authorized Agent of the Mortgagee to make this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal) John W. O. Brien
Notary Public.

Bond -- Filed and Approved April 21st., 1939.

Know All Men By These Presents: That we, John S. Stanley, Baltimore, Maryland as Principal, and the United States Fidelity and Guaranty Company, a body corporate 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 One Thousand Dollars ($1,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators , successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 19th day of April, in the year of our Lord, nineteen hundred and thirty-nine.

Whereas, the above bounden John S. Stanley by virtue of the power contained in a mortgage from Bessie E. Breitschwerdt and John A. Breitschwerdt, to The Laurel Building Association of Prince George's County her husband bearing date the 15th day of January, 1931 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 69 Folio 363 and John S. Stanley, Attorney named in the mortgage, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition Of The Above Obligation is Such that if the above bounden John S. Stanley 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 (Corporate)
Roger A. Clapp. (Seal)

John S. Stanley (Seal)
United States Fideltiy and
Guaranty Company
By C. H. Chilcote -
Attorney - in - Fact.

Statement of Mortgage Claim --Filed April 22" 1939.

Statement of Mortgage Debt Under Mortgage from Bessie E. Breitschwerdt and John A. Breitschwerdt, her Husband, to the Laurel Building Association of Prince George's County dated January 15th, 1931, recorded in Liber F. S. R. 69, Folio 363.

Amount of mortgage	$1,000.00	
Interest and premium	54.00	
Insurance premium advanced	27.33	
Fines	5.00	
	$1,086. 33	
Credit applicable to loan	177.32	
Total amount due and owing as of date of sale	_____	$ 909.01

State of Maryland, City of Baltimore: To Wit:

I Hereby Certify that on this ___ day of _____, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John S. Stanley, the attorney named in the mortgage fully set out above, and he made oath in due form of law that the aforegoing is a true and correct statement of the amount due under the mortgage above set forth according to the best of his knowledge, information and belief, and that he is the duly authorized agent of the mortgagee, The Laurel Building Association, to make this affidavit.

Witness my hand and Notarial Seal.

_____
Notary Public.

Report of Sale, Certificates of Purchaser and Auctioneer, Order Nisi, Final Order

Filed April 26", 1939.

To The Honorable The Judge of Said Court:

The report of sale of John S. Stanley, attorney named in the mortgage, respectfully represents unto your Honor:

That under and by virtue of the power of sale contained in certain mortgage from Bessie E. Breitschwerdt and John A. Breitschwerdt, her husband, to The Laurel Building Association of Prince George's County dated January 15, 1931, recorded among the Land Records of Anne Arundel County in Liber F. S. R. 69, folio 363, the undersigned as attorney named in said mortgage and authorized to sell in case of default, default having occurred under the terms and conditions of said mortgage and in the payment of the principal therein stipulated, after giving more than twenty days' notice of the time, place, manner and terms of said sale in the "Southern Maryland Times", a paper duly published in Anne Arundel County, did pursuant to said notice and advertisement, attend on the premises on Saturday, April 22nd, 1939 at 3.30 o'clock p. m. and offered the said property for sale at public sale which property is described fully in the said mortgage above mentioned, reference to which is hereby made for a full description of the property, and sold the same to The Laurel Building Association of Prince George's County which was then and there the highest bidder therefor at and for the sum of $800.00 and that said sale was fairly made.

John S. Stanley
Attorney named in the Mortgage

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify that on this 24th day of April, 1939, before me, the subscriber, a Notary Public of said State and City, personally appeared John S. Stanley, attorney named in the mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing report of sale are true and bona fide as therein set forth and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) Alice D. Barry
Notary Public.

This Is To Certify that the undersigned on the 22nd day of April, 1939, purchased at public sale from John S. Stanley, attorney named in the mortgage from Bessie E. Breitschwerdt and John A. Breitschwerdt, her husband, to The Laurel Building Association of Prince George's County dated January 15, 1931, recorded among the Land Records of Anne Arundel County in Liber F. S. R. 69, folio 363, the property therein described known as Lots Nos. 26, 27 of the subdivision of Centralia, at and for the sum of $800.00.

The Laurel Building Association P. G. Co.
By D. J. Alton, Purchaser

This Is To Certify that I as auctioneer sold to The Laurel Building Association of Prince George's Co. all the lots or parcels of ground situate in the subdivision of Centralia, Anne Arundel County, described in the mortgage mentioned above, on the 22nd day of April, 1939, at the price of $800.00 was the highest bidder therefor; that said sale was made in compliance with the advertisement thereof; and was fairly made.

Geo. W. Scible, Auctioneer.

Ordered by the Circuit Court for Anne Arundel County this 26" day of April, 1939, upon the aforegoing report of sale and affidavit that the sale therein reported to be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27" day of May, 1939, provided that a copy of this order be inserted in some newspaper in Anne Arundel County once in each of three successive weeks, before the said 27" day of May, 1939.

The report states the amount of sale to be $800.00.

John H. Hopkins, 3rd. Clerk.

Certificate of Publication Annapolis, Maryland

This Is To Certify That the annexed advertisement of Order Nisi was inserted in The Southern Maryland Times, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of May, 1939; that is to say, the same was inserted in the issues of April 28, May 5, 12, 1939.

The Southern Maryland Times
Thomas L. Christian,
Business Manager.

By: Jeannette A. Cadell.

Ordered by the Circuit Court for Anne Arundel County in equity this 29 day of May, 1939, that the sale made and above reported by John S. Stanley, attorney named in the mortgage, be and the same is hereby finally ratified and confirmed, there having been no cause to the contrary shown, although due notice appears to have been given as required by the above order, the agent of the mortgagee is allowed his usual commission and for such expenses as he shall produce vouchers to the auditor of this court, to whom this case is hereby referred, to state

the necessary account or accounts.

Ridgely P. Melvin , Judge.

Auditor's Report and Account --Filed June 10th 1939.

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.

Laura R. Jickling, Auditor.

Dr. John S. Stanley, Attorney named in Mortgage Vs. Bessie E. Breitschwerdt and husband in ac . with John S. Stanley, Attorney.

To Attorney for commissions	$	$49.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	11.70	
Auditor	9.00	30.70
To Attorney for Expenses, viz:		
Southern Maryland Times - advertising sale order nisi on	22.00	
Southern Maryland Times -report of sale order nisi on	5.00	
Southern Maryland Times - auditor's acct.	5.00	
George W. Scible - Auctioneer	10.00	
Chas. H. Stanley, Inc, - bond premium	10.00	
One-half cost Federal Revenue stamps	.50	
One-half cost State Revemue stamps	.40	52.90
To Attormey for Taxes, viz:		
1938 State and County taxes	25.90	
1939 State and County taxes (adj-$25.38)	7.78	33.68
To Laurel Building Ass'n of Prince George County, mortgagee on account mortgage claim		633.72
		$800.00

Amount of mortgage claim filed	909.01
Cr. Amount allowed as above	633.72
Balance subject to decree in personam	$275.29

Cr. Apr. 22, 1939. Proceeds of Sale $800.00

ORDER NISI

Ordered, This 10th day of June, 1939, 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 11th 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 11th day of July next.

John H. Hopkins 3rd. Clerk.

Certificate of Publication Annapolis,Maryland.

This Is To Certify That the annexed advertisement of Order Nisi was inserted in The Southern Maryland Times, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of July, 1939; that is to say, the same was inserted in the issues of June 16, 23, 30, 1939.

The Southern Maryland Times
Thomas L. Christian,
Business Manager.
By: Jeannette Cadell

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 23 day of Oct., 1939, 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

In The Matter of the Sale of the Mortgaged Real Estate of James P. Garrett and Anna L. Garrett, his wife. (Present owner, James K. Fulton)	:	No 7489 Equity In The Circuit Court for Anne Arundel County.

Mr. Clerk:

Please docket this suit file the within mortgage and pass upon and file the accompanying bond.

Ridgely P. Melvin,
Assignee for Purposes of Foreclosure

Mortgage -- Filed Sept. 27" 1937.

Garrett. Maryland Amortization Mortgage C

Ex

This Mortgage, made this Twenty-Sixth day of January in the year One Thousand Nine Hundred and Twenty, by and between James P. Garrett and Anna L. Garrett, his wife, of Anne Arundel County, in the State of Maryland, hereinafter referred to as party of the first part, and The Federal Land Bank of Baltimore, of Baltimore, Maryland, party of the second part, a body corporate, hereinafter mentioned as the Bank:

Whereas, The said party of the first part is justly indebted to and unto the said The Federal Land Bank of Baltimore in the full and just principal sum of Ninety-Five-Hundred Dollars ($9500.00), current money, this day loaned the said party of the first part by said Bank, being a part of the purchase price of the land and premises hereinafter described, to be acquired, the receipt whereof is hereby duly acknowledged; and,

Whereas, The said party of the first part has executed and delivered unto the said Bank a promissory note, of even date herewith, for said principal sum of Ninety-Five-Hundred Dollars, with interest thereon at the rate of Five & One-Half per centum, per annum, payable to the order of said Bank in Sixty-Eight semi-annual payments of Three-Hundred-Eight Dollars and Seventy-Five Cents each and a final payment of Three-Hundred-Seven Dollars and Eighty-Three Cents, said payments beginning six months from the date hereof; which said payments are on the amortization plan, to better secure the payment of which said principal sum and the interest

thereon as above set forth, as and when each of said payments shall become due and legally demandable, these presents are executed:

Now, Therefore, This Mortgage Witnesseth: That for and in consideration of the premises and the sum of One Dollar, the said party of the first part does hereby bargain and sell grant and convey, to and unto the said The Federal Land Bank of Baltimore, a body corporate as aforesaid, its successors and assigns, the following described property, to wit:--

All that tract of land situate lying and being in Anne Arundel County, State of Maryland containing five hundred and eighty-nine and six-tenths acres of land, more or less, and being All that tract of land described or mentioned in a deed from C. Morris Harrison, Assignee, to Joseph Abromaitis, left for record with the Clerk of the Circuit Court for Anne Arundel County, on the 29th day of October, 1919. And being the same land which is more fully described in a deed from Joseph Abromaitis and wife to the Reed Realty Company, dated October 4, 1915, and recorded among the Land Records of said County in Liber G. W. No. 119, folio 276 &c., saving and excepting from said deed those parts of said land described in the following three partial releases from the said Joseph Abromaitis to the said Reed Realty Company, recorded in Liber G. W. No. 141, folio 41 &c., G. W. 141, folio 42 &c., and Liber G.W. 141, folio 160 &c.

Being the same land that was conveyed to said James P. Garrett by deed from Joseph Abromaitis and wife, dated January 19, 1920, and recorded among the land records of said county in Liber ___, folio ___.

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

To Have and To Hold the aforesaid parcel of ground and premises to and unto the proper use and benefit of the said Bank, its successors and assigns forever.

And It Is Hereby covenanted and agreed with said Bank that said party of the first part is lawfully seized of said premises; that said party of the first part has a good right to sell or convey the same, and that the same are free and clear of all encumbrances.

Provided that if the said party of the first part or the heirs, personal representatives or assigns of said party of the first part, shall well and truly pay or cause to be paid the aforesaid principal sum and all interest thereon accrued, in accordance with the provisions for payment herein set forth, as and when the same may be due and payable, and shall perform all the covenants herein to be performed, then this mortgage shall be void.

The said party of the first part in the application for this loan, has made certain representations to said Bank as to the purpose or purposes for which the money loaned on this mortgage was borrowed. Such representations are hereby specifically referred to and made part of this mortgage.

This mortgage is made to said party of the second part as a Federal Land Bank doing business under the "Federal Farm Loan Act," approved July 17th, 1916, and amendments thereof, and is hereby agreed to be in all respects subject to and governed by the terms and provisions of same.

The party of the first part shall pay simple interest on all defaulted or overdue semi-annual payments, at the highest rate allowed by this State, not to exceed eight per cent. per annum, accounting from the date of such default.

In the event that party of the first part shall fail to pay any taxes, liens, judgments,

or assessments against said premises when due, or to maintain insurance as herein provided for, the Bank may make such payments, or maintain such insurance, and the amount paid therefor shall become subject to the lien of this mortgage and bear interest from date of payment at the highest rate allowed by this State, not exceeding eight per cent. per annum.

At any payment period after five years from date hereof, the party of the first part shall have the privilege of paying on the principal of the debt hereby secured, the sum of Twenty-five Dollars, or any multiple thereof, or the entire amount then due. Such additional payments if any, shall not reduce thereafter the periodical payments herein contracted to be made, but shall operate to discharge this debt at an earlier date, by reducing the percentage applicable to interest and increasing the percentage applicable to principal.

And it is agreed that, until default be made in the premises, the said party of the first part shall possess the aforesaid property upon paying in the meantime all taxes, liens, judgments and assessments, public debts and charges of every kind, levied, assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, liens, judgments or assessments, public dues, charges, mortgage debt and interest, the said party of the first part individually, and on behalf of heirs, personal representatives and assigns, does hereby duly covenant to pay when legally demandable. But if any of the payments in the above described note as herein provided to be made, be not paid when due, or if the party of the first part shall permit any taxes, liens, judgments or assessments on said land to become delinquent, or fail to keep the buildings insured as herein provided, or apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or shall by neglect permit any unreasonable depreciation in value of said premises or the buildings thereon, or do, or permit to be done, any act in respect to said lands which will reduce or impair the value of said lands as security for the loan hereby made, or make default in any of the conditions or covenants of this mortgage, then the whole debt hereby secured shall, at the option of the said Bank, become immediately due and demandable; and it shall be lawful for the said Bank, its successors and assigns, or its duly appointed 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, which sale shall be in the manner following, viz.: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in the County wherein said lands or a part thereof are situated, and such other notice as by the 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, in the discretion of said Bank, not to exceed 5% on the amount of sale; secondly, to the payment of all clains 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 party of the first part or the personal representatives or assigns of said party of the first part or to whomever may be entitled to the same.

And the said party of the first part individually and on behalf of heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there

shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half the percentage allowed as commissions aforesaid, which said expenses, costs and commission the said party of the first part individually and on behalf of heirs, personal representatives and assigns hereby covenants to pay; and the said Mortgagee, its successors or assigns, or its duly appointed agent or 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, interest, costs, expenses and commissions.

It is further covenanted and agreed that if the party of the first part has heretofore given, made or granted to any person or corporation any option, lease, right or privilege for any mineral, coal, oil or other sub-surface, or surface right or rights, or for any right or privilege other than for agricultural purposes, in any way affecting or appertaining to the lands conveyed by this indenture, or the property is in any way subject to any such option, lease, right or privilege, the rents, profits, royalties and revenues at any time arising from such option, lease, right or privilege during the continuance of this mortgage, and accruing to party of the first part, whether said option, lease, right or privilege be operated or exercised or not at the time of the execution hereof, shall be paid over to said Bank and by it applied to the reduction of the principal of this mortgage, and this agreement shall serve as a full and sufficient assignment of the said mortgagors' interest in said option, lease, right or privilege for the purpose aforesaid; provided that in all cases where said option, lease, right or privilege has not been exercised or operated before the making of this indenture, but is thereafter exercised or operated, thereupon the party of the second part shall, at its election, have the right to demand of the party of the first part, payment in full of the debt secured to be paid by this indenture; provided, that before any proceedings for foreclosure shall be commenced or had the party of the second part shall give 30 days notice in writing to the party of the first part of such election and demand for payment of the said debt; and no such option, lease, right or privilege for any mineral, coal, oil or other sub-surface or sub-surface right shall be made or granted upon, to or in connection with said lands herein described, subsequent to the execution of this indenture, without the consent of the said Bank having been first obtained in writing.

It is agreed by the parties hereto that no assignment, transfer or release of this mortgage shall be made, except upon or annexed to the original mortgage or a duly certified copy thereof made by the Clerk or Recorder of the Court in which this mortgage is recorded, or by order of said Court sitting in equity. And no such assignment, transfer or release shall be entered upon the Records of said Court, unless same be authorized by and copied from an assignment, transfer or release upon, annexed to or presented with, the original mortgage or a duly certified copy thereof made as aforesaid to which shall be attached or annexed an affidavit by said Bank that the original has been lost, stolen or destroyed.

And it is further agreed by the parties hereto and those claiming through, by or under them, that an assignment of this mortgage as aforesaid shall carry with it an assignment of the amortization note which it is given to secure.

Witness the hands and seals of the said Mortgagors.

As to James P. Garrett — James P. Garrett (Seal)

Mabel I. Unglaub — Anna L. Garrett (Seal)

Teste: John Gray Challice
as to Anna L. Garrett

State of Maryland, Baltimore City to wit:

I, Hereby Certify that on this 2nd day of February, in the year One Thousand Nine Hundred and Twenty before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James P. Garrett, the Mortgagor named in the aforegoing mortgage, and duly acknowledged the said Mortgage to be his Act; at the same time also appeared Ridgely P. Melvin and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent, of the within named mortgagee to make this affidavit.

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

(Notarial Seal) Mabel Unglaub

My commission expires January 17, 1921. Notary Public.

State of Virginia, City of Roanoke, To Wit:

I hereby certify, that on this 30th day of January, in the year 1920, before the subscribed, a Notary Public for the city aforesaid, in said state of Virginia, personally appeared Anne L. Garrett, and acknowledged the aforegoing deed to be her act.

My commission as notary expires March 27th, 1922.

Given under my Hand and notarial seal this 30th day of January, A. D. 1920. John Gray Challice

(Notarial Seal) Notary Public.

The Federal Land Bank of Baltimore does hereby assign the within and aforegoing mortgage to Thomas M. Harrington, Assignee, for the purpose of foreclosure and collection.

In Witness Whereof the said The Federal Land Bank of Baltimore has caused these presents to be executed on its behalf by G. F. O'Neill, its Vice-President, and its corporate seal to be hereunto affixed attested by C. W. Held, its Assistant Secretary, this 3rd. day of June, 1936.

Attest: C. W. Held, Assistant-Secretary. (Corporate) (Seal)

The Federal Land Bank of Baltimore
By: G. F. O'Neill,
Vice-President.

Received for Record 9 day of July, 1936, at 4 o'clock, and same day recorded in Liber W. N. W., No. 24, Fol. 486 Land Records of Anne Arundel County

Frank A. Munroe, Clerk.

Thomas M. Harrington, Assignee for the purpose of foreclosure and collection, hereby assigns the within and aforegoing mortgage to The Federal Land Bank of Baltimore.

As Witness, the hand and seal of the said Thomas M. Harrington, Assignee for the purpose of foreclosure and collection, this 22nd day of January, 1937.

Witness: Clarice B. Pelton. Thomas M. Harrington (Seal)
Assignee.

Received for Record 1st day of Feby, 1937, at 3 o'clock, P. M. and same day recorded in Liber W. N. W., No. 24, Fol 486, Land Records of Anne Arundel County.

Frank A. Munroe, Clerk.

For Value Received, I hereby assign the aforegoing mortgage to Ridgely P. Melvin for

purposes of foreclosure this fifteenth day of September, 1937.

Witness: F. L. Zollman. Blair J. Fishburn (Seal)

Received for Record 27 day of Sept, 1937, at 3 o'clock P. M. and same day recorded in Liber W. N. W.,No. 24, Fol. 486, Land Records of Anne Arundel County.

Frank A. Munroe, Clerk.

Assignment of Mortgage --Filed Sept. 27" 1937.

This Assignment of Mortgage, made this 23rd day of January, 1937, by and between The Federal Land Bank of Baltimore, party of the first part, and Blair J. Fishburn of Roanoke, Virginia, party of the second part;

Whereas, the said party of the first part is the holder of a mortgage, dated the 26th day of January, 1920, and recorded among the Land Records of Anne Arundel County, in the State of Maryland, in Liber W. N. W. No. 24, folio 480, from James P. Garrett and Anna L. Garrett, his wife, to the said party of the first part, to secure the payment of the sum of $9500.00 upon a tract of land, located in said County, containing five hundred eighty-nine and six-tenths (589.6) acres, more or less, and being more particularly described in said mortgage.

Now, Therefore, This Assignment of Mortgage Witnesseth, that in consideration of the sum of $1.00 and other good and valuable considerations, receipt whereof is hereby acknowledged, the said The Federal Land Bank of Baltimore, party of the first part hereto, doth hereby grant and assign to the said Blair J. Fishburn, party of the second part hereto, his heirs and assigns, all of its right, title and interest in and to the mortgage hereinbefore described and the mortgage debt secured thereby, without recourse to either The Federal Land Bank of Baltimore or the Anne Arundel County National Farm Loan Association of Annapolis, Maryland.

In Witness Whereof, said The Federal Land Bank of Baltimore has caused this assignment of mortgage to be signed and executed in its behalf by G. F. O'Neill, its Vice-President, and its corporate seal to be hereunto affixed and attested by Ed Willim, Jr., its Secretary.

Attest: (Corporate) The Federal Land Bank of Baltimore.

Ed Willim Jr. , Secretary. (Seal) By: G. F. O'Neill, Vice-President.

State of Maryland, City of Baltimore, to wit:-

I hereby certify that on this 23rd day of January, in the year 1937, before me, the subscriber, a notary public of the State of Maryland, in and for the City aforesaid, personally appeared G. F. O'Neill, and Ed Willim, Jr., Vice-President and Secretary, respectively, of The Federal Land Bank of Baltimore, a corporation, and acknowledged the foregoing assignment to be the act of said corporation and declared that the corporate seal of said corporation was duly affixed thereto in pursuance of due authority from said corporation.

Given under my hand and notarial seal this 23rd day of January, 1937.

(Notarial Seal) Nellie Eisinger

My commission expires May 3, 1937. Notary Public.

Received for Record 4 day of Feby. 1937, at 11 o'clock A. M. and same day recorded in Liber F. A. M., No. 158, Fol., 367, Land Records of Anne Arundel County.

Frank A. Munroe, Clerk.

Statement of Mortgage Claim --Filed Sept. 27" 1937.

Amount due for principal and interest on mortgage to Federal Land Bank of Baltimore, as of January 18, 1937, the date of assignment to Blair J. Fishburn $10,095.62

Interest thereon from January 18, 1937, to October 14, 1937,

Amount brought forward		$10,095.62
the day of sale, at 5½% - 269 days		414.90
Amount advanced for foreclosure expenses, - #7208 Equity		297.30
Amount paid for State and County taxes on mortgaged property as follows:		
1934-	$245.38	
1935-	250.22	
1936-	265.61	
1937-	246.25	1,007.46
	$1007.46	$11,815.28

State of Virginia, City of Roanoke, To Wit:

I hereby certify that on this 20th day of September, 1937, before the subscriber, a Notary Public of the State of Virginia, in and for the City aforesaid, personally appeared Blair J. Fishburn and made oath in due form of law that the aforegoing is a true and correct statement of the mortgage claim in the above entitled cause.

Witness my Hand and Seal Notarial.

(Notarial Seal) J. E. Comer

My Commission Expires April 30, 1940 Notary Public.

Bond -- Filed and Approved Oct. 14th. 1937.

Know All Men By These Presents:

That we, Ridgely P. Melvin, of Anne Arundel County, State of Maryland, as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Thousand ($12,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this fourteenth day of October, in the year of our Lord, nineteen hundred and thirty-seven.

Whereas, the above bounden Ridgely P. Melvin by virtue of the power contained in a mortgage from James P. Garrett and Anna L. Garrett, his wife, to The Federal Land Bank of Baltimore, bearing date the twenty-sixth day of January, 1920, and recorded among the mortgage records of Anne Arundel County, Maryland, in Liber W N W #24 No. Folio 480 and assigned to said Ridgely P. Melvin for purposes of foreclosure on September 15, 1937, by short assignment duly recorded. is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition of the Above Obligation is Such, That if the above bounden Ridgely P. Melvin do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Ridgely P. Melvin has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney in Fact, the day and year first herein above written.

Ridgely P. Melvin (Seal)

Signed, sealed and delivered (Corporate)
in the presence of (Seal)
Laura R. Jickling.

Fidelity and Deposit Company of Maryland
By : Ridgely P. Melvin,
Attorney in Fact.

Assignee's report of sale and Order Nisi thereon, --Filed Oct. 15" 1937.

To The Honorable, The Judges of Said Court:

The Report of Sale of Ridgely P. Melvin, Assignee of the mortgage filed in these proceedings, respectfully shows:

That under fnd by virtue of the power of sale contained in a mortgage from James P. Garand Anna L. Garrett
/rett, his wife, to The Federal Land Bank of Baltimore, dated January 26, 1920, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 24 folio 480, the said Ridgely P. Melvin as the Assignee of said mortgage for purposes of foreclosure by mesne assignments, duly recorded, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of said sale by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, and by handbills distributed in the vicinity of the property and elsewhere, offered for sale by public auction at the Court House door in the City of Annapolis, Maryland, on Thursday, October 14, 1937, at 11 o'clock, A. M., all of the property in said mortgage described, and did then and there sell said property unto Blair J. Fishburn and Sallie Fishburn Fulton at and for the sum of Eleven Thousand Five Hundred Dollars ($11,500.00) they being at that figure the highest bidder therefor, the said property being the following:

All that tract of land containing 589.6 acres, more or less, situate in the Fourth Election District of Anne Arundel County, Maryland, and being the same land which was conveyed to the above named James P. Garrett by Joseph Abromaitis and wife by deed dated January 19, 1920, and recorded among the Land Records aforesaid in Liber W. N. W. No. 24 folio 478. And being, also, the same property which was conveyed to J. Kyle Fulton by William G. Fulton and wife, by deed dated March 31, 1921, and recorded among said Land Records in Liber W. N. W. No. 55 folio 217.

And the said Assignee further reports that he has received from said purchaser the deposit of Five Hundred Dollars ($500.00) required of the purchaser at the time of sale, and has also received his agreement to comply with the other of said terms, the same being as follows;

"Terms of Sale: A deposit of Five Hundred Dollars ($500.00) will be required at the time of sale, and the balance of the purchase money, with interest thereon at the rate of six per centum per annum to be paid in cash upon final ratification of sale. Taxes and other charges to be adjusted to day of sale; expense of conveyancing to be borne by purchaser."

Respectfully submitted,

Ridgely P. Melvin, Assignee

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this fourteenth day of October, 1937, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Ridgely P. Melvin, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

Witness my Hand and Seal Notarial.

(Notarial Seal) Laura R. Jickling

Notary Public.

Advertisement of Sale --Purchasers' Agreement and Auctioneer's Certificate. Filed Oct. 15"1937

George W. Scible, Auctioneer

Public Sale of valuable Farm Property located in the Fourth Election District of Anne Arundel

County, Maryland.

Under and by virtue of a power of sale contained in a mortgage from James P. Garrett and Anna L. Garrett, his wife, to The Federal Land Bank of Baltimore, dated January 26, 1920, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 24, folio 480, which said mortgage was subsequently assigned to said Ridgely P. Melvin for purposes of foreclosure, default having occurred thereunder, the said Ridgely P. Melvin, Assignee as aforesaid, will offer for sale by Public Auction at the Court House Door in the City of Annapolis, Maryland, on Thursday, Oct. 14, 1937 at 11:00 o'clock, A. M.

All that tract of land containing 589.6 acres, more or less, situate in the Fourth Election District of Anne Arundel County, Maryland, and being the same land which was conveyed to the above named James P. Garrett by Joseph Abromaitis and wife by deed dated January 19, 1920, and recorded among the Land Records aforesaid in Liber W. N. W. No. 24, folio 478. And being also, the same property which was conveyed to J. Kyle Fulton by William G. Fulton and wife, by deed dated March 31, 1921, and recorded among said Land Records in Liber W. N. W. No. 55, folio 217.

This property is located in a good farming region about three-fourths of a mile south of Annapolis Junction on a County Road. The land is suitable for farming with crops raised in the County and locality. There are 300 acres suitable for cultivation, the balance being woodland.

Terms of Sale:- A deposit of Five Hundred Dollars ($500.00) will be required at the time of sale, and the balance of the purchase money, with interest thereon at the rate of 6 per centum per annum to be paid in cash upon final ratification of sale. Taxes and other charges to be adjusted to day of sale; expense of conveyancing to be borne by purchaser.

Ridgely P.Melvin, Assignee
Annapolis, Md.

We hereby certify that we have this 14th day of October, 1937, purchased the within described property from Ridgely P. Melvin, Assignee, at and for the sum of Eleven Thousand Five Hundred Dollars ($11,500.00), and hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Blair J. Fishburn (Seal)
Sallie Fishburn Fulton (Seal)
By Blair J. Fishburn

I hereby certify that I have this 14th day of October, 1937, sold the within described property to Blair J. Fishburn and Sallie Fishburn Fulton at and for the sum of Eleven thousand five hundred Dollars ($11,500.00), they being at that figure the highest bidders therefor; and I hereby further certify that the said sale was fairly made.

Geo. W. Scible, Auctioneer.

ORDER NISI

Ordered, this 15th day of October, 1937, by the Circuit Court for Anne Arundel County in Equity, that the sale of the property mentioned in these proceedings, made and reported by Ridgely P. Melvin, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 16th day of November, 1937, provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, Maryland, once in each of three successive weeks before the 16th day of November, 1937.

The Report states the amount of sales to be $11,500.00.

Frank A. Munroe, Clerk.

Certificate of Publication, Annapolis, Md., November, 15th, 1937.

We hereby certify, that the annexed Order Nisi - Sale - Garrett #7489 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 16th day of November, 1937. The first insertion being made the 21st day of October, 1937.

The Capital-Gazette Press, Inc.
By H. L. Strange.

Ordered by the Court this 17" day of November, 1937, that the sale made and reported by Ridgely P. Melvin, Assignee, in the above entitled cause be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Assignee is hereby allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Linwood L. Clark, Judge.

Auditor's Report and Account --Filed Dec. 14th. 1937.

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.

Noah A. Hillman, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of James P. Garrett and Wife, etc. in ac. with Ridgely P. Melvin, Assignee.

To Assignee for his Commissions	$ 375.00	$
To Assignee for fee named in Mortgage	25.00	400.00
To Assignee for Court Costs, viz:		
" Plaintiff's Solicitor's Appearance fee	10.00	
" Clerk of Court, costs	14.85	
" Clerk of Court, assignment	.75	
" Auditor	9.00	34.60
To Assignee for Expenses, viz:		
" Capital-Gazette Press, advertising sale	32.00	
" Capital-Gazette Press, handbills	5.50	
" Capital-Gazette Press, Order Nisi on Sale	5.00	
" Capital-Gazette Press, Order Nisi on Aud. Ac.	5.00	
"Ridgely P. Melvin, Agent, bond premium	48.00	
" George W. Scible, auctioneer	31.00	
" J. E. Comer, affidavit	.50	
" Laura R. Jickling, affidavit	.50	
" Blair J. Fishburn, et al, ½ State Revenue Stamp	5.75	
" Blair J. Fishburn, et al, ½ State Revenue Stamp	5.75	139.00
To Blair J. Fishburn, Mortgagee, on account Mortgage Claim, per statement, adj.		10,926.40
		$11,500.00

Amount of Mortgage Claim, taxes adjusted $11,620.34

Amount allowed on account Mortgage Claim 10,926.40

This Balance, subject to decree in personam $ 693.94

Cr. October 14, 1937

Proceeds of Sale $11,500.00

ORDER NISI

Ordered, This 14th day of December, 1937, 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 1938 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 1938, next.

Frank A. Munroe, Clerk.

Certificate of Publication Annapolis, Md., Jan. 6, 1938

We hereby certify, that the annexed Order Nisi - Aud. acct. No. 7489 Equity James P. Garrett was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of January, 1938. The first insertion being made the 16th day of December, 1937.

The Capital-Gazette Press, Inc.

By Mildred I. Rocklitz.

In the Circuit Court for Anne Arundel County

Ordered by the Court, this 17" day of January, 1938, 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 Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Linwood L. Clark,

Judge.

James B. Diggs, Assignee of Mortgage	:	No. 7809 Equity
vs.	:	In The Circuit Court for
Thomas E. Berryman and Georgia L.	:	Anne Arundel County.
Berryman, his wife.	:	

Order to Docket Suit -- Filed April 25" 1939

Mr. Clerk:

Please docket the within suit, the original mortgage from Thomas E. Berryman and Georgia L. Berryman, his wife, to The Baltimore Company, dated May 12, 1938, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 179, folio 402, being filed herewith, which said mortgage has been duly assigned unto the said James B. Diggs.

Brown & Brune,

Attorneys for Assignee.

Ex

Short Assignment of Mortgage --Filed April 25th 1939.

This Mortgage,Made this 12th day of May in the year nineteen hundred and thirty-eight, between Thomas E. Berryman and Georgia L. Berryman, his wife, of the first part, and The Baltimore Company, of the second part:

Whereas the said parties of the first part are justly indebted unto said party of the second part in the full and just sum of Seven Thousand Nine Hundred Dollars ($7,900.00) (being the balance of the purchase money of and for the lot or parcel of ground which, by deed executed and delivered simultaneously herewith, was granted and conveyed by The Baltimore Company unto said parties of the first part, as tenants by entireties, in fee simple) to be repaid, with interest, in the meantime, quarter-yearly, at the rate of six (6) per centum per annum five (5) years from the date hereof, and the said parties of the first part for the principal of said loan and the interest to accrue thereon have passed to the said party of the second part their joint and several negotiable promissory note, bearing even date herewith and payable in lawful money of the United States of America, to the order of the said party of the second part, as follows, to wit: Said note being for the sum of Seven Thousand Nine Hundred Dollars ($7,900.00) and payable five years after date, with interest thereon at six per cent (6%) per annum, payable quarter-yearly; said parties of the first part covenanting and agreeing that, before default hereunder, they will pay Five Hundred Dollars ($500.00) on account of said mortgage indebtedness each year during the continuance of this mortgage.

And Whereas, at the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto, that the re-payment of the same and the interest to accrue thereon, and of all taxes, assessments, public dues and charges, levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt and interest secured by this mortgage, should be secured by the execution of these presents, and by the assignment to the said party of the second part of the policy or policies of insurance against loss by fire, effected or to be effected on the buildings erected on the ground hereby conveyed:

Now This Mortgage Witnesseth, that in consideration of the premises and of the sum of one dollar, the said parties of the first part do grant and convey unto said party of the second part its successors, and assigns, in fee simple, all that lot or parcel of ground, situate in the Fifth Election District of Anne Arundel County, State of Maryland, the same being Lots Nos. 7,8,9,10,11,12 and 13, in Block 75-A, on Plat No. 7 and Part of Plat No. 4 of Glen Burnie

Amended January, 1938, which said Plat as recently prepared by S. J. Martenet & Company has been filed among the Plat Records of Anne Arundel County in Plat Book F. A. M. #5, folios 6,7, and the description whereof, as prepared and furnished by S. J. Martenet & Company on February 3, 1938, is as follows:-

Beginning for the same on the Northeast side of Baltimore and Annapolis Boulevard, fifty feet wide, at the distance of two hundred feet Northwesterly from the corner formed by the intersection of the Northeast side of said Boulevard with the Northwest side of O Street, sixty feet wide, and running thence binding on the Northeast side of Baltimore and Annapolis Boulevard North sixty degrees and thirty-three minutes West one hundred and twenty-two and fifty-seven one-hundredths feet, thence Northwesterly by a line curving toward the North with a radius of one hundred and sixty-seven and fourteen one-hundredths feet the distance of one hundred and forty-nine and ninety-three one-hundredths feet ~~the distance of one hundred and forty-nine and ninety-three one-hundredths feet~~ to intersect the Easternmost side of The Governor Ritchie Highway, thence binding on the Easternmost side of The Governor Ritchie Highway Northerly by a line curving toward the East the distance of two hundred and twenty feet to the South side of N Street, fifty feet wide, thence binding on the South side of N Street, North eighty-five degrees and fifty-eight minutes and fifty-six seconds East one hundred and fifty feet, thence South six degrees ten minutes and thirty seconds East one hundred and eighty-one and seventy-seven one-hundredths feet to intersect a line drawn parallel to and and one hundred and seventy-five feet Northeasterly measured at right angles from the Northeast side of Baltimore and Annapolis Boulevard, thence binding on said line so drawn South sixty degrees and thirty-three minutes East one hundred and fifty-five and thirty-nine one-hundredths feet to intersect a line drawn from the beginning Northeasterly parallel to O Street, and thence reversing said line so drawn and binding thereon South thirty degrees and twenty-three minutes West one hundred and seventy-five feet to the place of beginning.

Said parties of the first part also shall have the right and privilege, before default hereunder, to pay Five Hundred Dollars ($500.00) additional on account of said mortgage indebtedness at any interest period.

It is also agreed between the parties that, before default in said mortgage, said parties of the first part shall have the right and privilege to ask for and obtain a release of Lot No. 11 in Block 75-A, as delineated upon said plat, upon paying to the said party of the second part the sum of Thirty-five Hundred Dollars ($3500.00) together with accrued interest to date of payment.

Together with the buildings and improvements thereupon, and all and every the rights, roads, alleys, ways, waters, privileges, easements, appurtenances and advantages to the same and every part thereof belonging, or in any-wise appertaining.

Provided, that if the said parties of the first part, their heirs,executors, administrators, or assigns, shall well and truly pay or cause to be paid to the said party of the second part, its successors and assigns, the said principal sum of Seven Thousand Nine Hundred Dollars ($7,900.00) and the interest thereon at the times limited for the payment of the same by the promissory notes hereinbefore mentioned, or any renewals thereof in whole or in part, and shall perform all the covenants herein on their part to be performed, then this mortgage, and every thing herein contained, shall be null and void; it being understood and agreed, however, that until default but not thereafter the said parties of the first part shall possess

the premises.

And the said parties of the first part, for themselves, their heirs, executors, administaraors, and assigns, do hereby covenant with the said party of the second part, its successors and assigns, that they will pay, or cause to be paid, when and as the same shall be and become respectively due and payable, the said mortgage indebtedness and the interest to accrue thereon, and also all taxes, ground rents, assessments, public dues and charges levied or to be levied by law on said mortgaged property and on the mortgage debt and interest hereby intended to be secured, and also all prior liens or incumbrances upon said property, and covenant that upon payment they will exhibit to said mortgagee, or its assigns, receipts therefor.

And The Said Parties of the first part, for themselves, their heirs, executors, administrators, and assigns, do likewise covenant with the said party of the second part, its successors and assigns, that they will also insure, and pending the existence of this mortgage keep insured, against loss by fire, the buildings erected or to be erected upon the ground hereinbefore described, in some company or companies selected by the said party of the second part (at the latter's option) or assigns; and for periods and upon terms suitable to and in an amount designated by the said party of the second part or the assigns thereof; and will cause all of the policies of insurance covering said buildings to be so framed or endorsed as in case of fire to enure to the benefit of the said party of the second part, its successors or assigns, and will deliver all of said policies and any renewals thereof or substitutions therefor to said party of the second part, its successors or assigns, to be retained by it or them during the existence of this mortgage; and, in the event of any loss by fire, the said company or companies are hereby directed by the said parties of the first part, their heirs, executors, administrators, and assigns, to make payment for such loss to the said party of the second part, its successors and assigns, only (and not to the mortgagor and mortgagee jointly, or any other parties whomsoever); such payment, at the option of the said party of the second part, its successors and assigns, may be applied as a credit to a reduction or extinguishment of the principal, interest, and any expenses which may be incurred, whether then due or not; provided that the said party of the second part, its successors and assigns, in lieu of such application, may, in writing, consent to the use by said parties of the first part, their heirs, executors, administrators, and assigns, of said insurance money for the reconstruction of the improvements on the mortgaged property.

All renewals of insurance policies are to be furnished to the said party of the second part, its successors and assigns herein, at least seven days before the expiration of any existing policies.

And the said mortgagors also covenant and agree that no fire insurance shall be effected or remain in force on the hereby mortgaged property except as provided for herein.

And the said parties of the first part, for themselves, their heirs, executors, administrators, and assigns, likewise covenant that they will pay the said mortgage note at maturity, according to the tenor and effect thereof, But if default be made in the payment of said promissory note , according to its tenor and legal effect, and in case of the continuance of said loan or any part thereof, if default be made in the payment of said principal and interest, or either or any part of either, in manner as may be hereafter agreed on, or in case of any default being made in any covenant or condition of this mortgage, then these presents are hereby declared to be made on this trust and to this purpose, that is to say, it shall be law-

ful for the said party of the second part or its assigns, or William K. Ferguson, the attorney, trustee or agent of said mortgagee, or the assigns thereof, to sell at public auction the property hereinbefore described, according to the provisions of Article sixty-six of the Code of Public General Laws of this State, Title Mortgages, or any Supplement or Amendment enacted or to be enacted thereto, which sale shall be made upon the following terms, viz: one-third cash and the balance in two equal instalments, payable with interest in six and twelve months respectively, secured by the notes of the purchaser or purchasers satisfactorily endorsed, or all cash, at the option of the purchaser or purchasers; and the proceeds arising from such sale shall be applied: first to the payment of all expenses incident to such sale, including a counsel fee of twenty-five dollars for conducting the proceedings if without contest, but if legal services be rendered to the mortgagee or assignee or to the Trustee or parties selling under the powers 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 including a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the extinguishment of all claims of the said party of the second part, its successors or assigns hereunder, whether the same shall have then matured or not; and thirdly, the balance, if any there shall be, shall be paid to the said parties of the first part, their executors, administrators, successors, or assigns, or to whoever may be entitled to the same. And half of such commissions and all such expenses and costs shall be paid by the said parties of the first part, their heirs, executors,administrators or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

In the event of any default by the said parties of the first part in making any of the payments required to be made by this mortgage, said party of the second part, its successors or assigns shall be entitled, without notice to the said parties of the first part, their heirs, executors, administrators, or assigns, to the immediate appointment of a receiver of the property hereby mortgaged, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and in the event of any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the said party of the second part, its successors and assigns as additional security.

And the said parties of the first part, for themselves, their heirs, executors, administrators, and assigns, covenant that, during the existence of this mortgage, they will keep all buildings subject hereto in good and substantial repair, and will not permit or suffer any waste thereof, and further that they will not tear down or materially change, or attempt so to do, or permit to be torn down or materially changed, the improvements on the property hereby mortgaged, without the consent of the said party of the second part, its successors or assigns hereunder.

And the said parties of the first part covenant to warrant specially the said property and to execute such further assurances thereof as may be requisite.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Test:

E. Allen Schilpp

Thomas E. Berryman (Seal)

Georgia L. Berryman (Seal)

State of Maryland, City of Baltimore, to wit:

I Hereby Certify that on this 12th day of May in the year nineteen hundred and thirty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Thomas E. Berryman and Georgia L. Berryman, his wife, and severally acknowledged the foregoing mortgage to be their respective act; and at the same time also before me personally appeared William K. Ferguson, the agent of The Baltimore Company, the within named mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that he is the agent of said mortgagee, duly authorized to make this affidavit.

Witness my hand and Notarial Seal:

(NotarialSeal) E. Allen Schilpp

Notary Public.

April 19, 1939.

For Value Received, and for purpose of foreclosure of this mortgage, The Baltimore Company hereby assigns all its right, title and interest in and to the within mortgage and mortgage debt unto James B. Diggs.

Attest: (Corporate) The Baltimore Company,

Julius Mintz, Secty. (Seal) By W. E. Ferguson
President.

Received for Record 25th day of April, 1939, at 1 o'clock P. M. and the same day recorded in Liber F. A. M., No. 179, Fol., 406, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Statement of Mortgage Debt -- Filed April 25" 1939.

Balance due on principal	$7,650.00
Interest due February 12, 1939	114.75
	$7,764.75

Interest at 6% from February 12, 1939, to date of sale -

James B. Diggs

Assignee of Mortgage.

State of Maryland: City of Baltimore: SS:

I Hereby Certify that on this 24th day of April, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared James B. Diggs, Assignee of Mortgage, 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.

(Notarial Seal) E. Elizabeth Lacher

Notary Public.

Bond --Filed and Approved 15th. day of May, 1939.

Know All Men By These Presents:

That we James B. Diggs, of Baltimore, Maryland as Principal and New Amsterdam Casualty Company, a corporation, organize and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eight Thousand

and 00/100 ($8,000.00) 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 eighth day of May in the year nineteen hundred and thirty-nine

Whereas, the above bounden James B. Diggs by virtue of the power contained in a Mortgage from Thomas E. Berryman and Georgia L. Berryman, his wife, to The Baltimore Company, and subsequently assigned to James B. Diggs bearing date the twelfth day of May nineteen hundred and thirty-eight and recorded among the Land Records of Anne Arundel County, in Liber F. A. M. No. 179, Folio 402, and James B. Diggs, Assignee 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 James B. Diggs 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
C. Gertrude Faust

James B. Diggs (Seal)

(Corporate)
(Seal)

New Amsterdam Casualty Company
By E. F. Dobson,
Vice-President.

Witness as to Surety:
Esther L. Knouss
Attest to Surety:
M. R. Gosweiler,
Ass't Secretary.

Report of Sale -- Filed June 2" 1939.

To The Honorable, The Judge of the Circuit Court for Anne Arundel County:

The report of sale of James B. Diggs, Assignee, acting under and by virtue of the power of sale contained in the mortgage from Thomas E. Berryman and Georgia L. Berryman ,his wife, to The Baltimore Company, dated May 12, 1938, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 179, folio 402, respectfully shows that, after filing his approved bond in these proceedings, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, and also in The Baltimore Sun, a daily newspaper, published in Baltimore City, said Assignee did, pursuant to said notice, on Wednesday, May 31, 1939, at 3 o'clock P. M., attend on the premises described in the mortgage, then and there sold the mortgaged property (same being fully described in copy of advertisement filed herewith) unto Harry G. Pappas for the sum of $14,500.00, he being then and there the highest bidder therefor.

James B. Diggs, Assignee.

State of Maryland: City of Baltimore: Sct:

I Hereby Certify that on this 1 st day of June, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared James B. Diggs, Assignee, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly

made. As Witness my hand and Notarial Seal.

E. Elizabeth Lacher

(Notarial Seal)

Notary Public.

Advertisement of Sale

Assignee's Mortgage sale of valuable Fee Simple Property on the premises located on the Governor Ritchie Highway, at Glen Burnie, Anne Arundel County, Maryland, operated as a filling station.

By virtue of the power of sale contained in the mortgage from Thomas E. Berryman and Georgia L. Berryman, his wife, to The Baltimore Company, dated May 12, 1938, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 179, folio 402, (default having been made in said mortgage, and said mortgage having been duly assigned to the undersigned), the undersigned, Assignee of said mortgage will sell at public auction, on the premises, Wednesday, May 31, 1939, at 3 o'clock P. M.

All that lot or parcel of ground, situate in the Fifth Election District of Anne Arundel County, State of Maryland, the same being Lots Nos. 7,8,9,10,11,12 and 13, in Block 75-A, on Plat No. 7 and Part of Plat No. 4 of Glen Burnie, Amended January, 1938, which said plat as recently prepared by S. J. Martenet & Company has been filed among the Plat Records of Anne Arundel County in Plat Book F. A. M. No. 5, folios 6,7,and the description whereof, as prepared and furnished by S. J. Martenet & Company on February 3, 1938, is as follows:

Beginning for the same on the northeast side of Baltimore and Annapolis Boulevard, fifty feet wide, at the distance of two hundred feet northwesterly from the corner formed by the intersection of the northeast side of said Boulevard with the northwest side of O Street, sixty feet wide, and running thence binding on the northeast side of Baltimore and Annapolis Boulevard north sixty degrees and thirty-three minutes west one hundred and twenty-two and fifty-seven one-hundredths feet, thence northwesterly by a line curving toward the north with a radius of one hundred and sixty-seven and fourteen one-hundredths feet the distance of one hundred and forty-nine and ninety-three one-hundredths feet to intersect the easternmost side of The Governor Ritchie Highway, thence binding on the easternmost side of The Governor Ritchie Hignway northerly by a line curving toward the east the distance of two hundred and twenty feet to the south side of N Street, fifty feet wide, thence binding on the south side of N Street, north eighty-five degrees and fifty eight minutes and fifty-six seconds east one hundred and fifty feet, thence south six degrees ten minutes and thirty seconds east one hundred and eighty-one and seventy-seven one-hundredths feet to intersect a line drawn parallel to and one hundred and seventy-five feet northeasterly measured at right angles from the northeast side of Baltimore and Annapolis Boulevard, thence binding on said line so drawn south sixty degrees and thirty-three minutes east one hundred and fifty-five and thirty-nine one-hundredths feet to intersect a line drawn from the beginning northeasterly parallel to O Street, and thence reversing said line so drawn and binding thereon south thirty degrees and twenty-three minutes west one hundred and seventy-five feet to the place of beginning.

The improvements consist of a stucco service station. Certain tanks, pumps, equipment belonging to various oil companies will be excepted from the sale. Full details of such exceptions will be announced at the time of sale.

Terms of Sale:- One-third cash, balance in six and twelve months, or all cash as purchaser may elect at time and place of sale; credit payments to bear interest from date of sale

and to be secured to the satisfaction of the undersigned Assignee.

Cash deposit of $500.00 will be required of the purchaser at the time and place of sale; taxes and all other expenses to be adjusted to date of sale; and balance of purchase money to bear interest from date of sale.

N. B. Lobe & Co., Auctioneers.
103 Hopkins Place, Baltimore, Md.

James B. Diggs, Assignee.

ORDER NISI

Ordered, this 2nd day of June, 1939, That the sale of the property mentioned in these proceedings made and reported by James B. Diggs, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 3rd. 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 ~~3rd-published-in-Anne-Arundel-County,-once-in-each-of-three-successive-weeks-before-the-3rd~~ day of July next.

The report states that the amount of sales to be $14,500.00

John H. Hopkins, 3rd, Clerk

Certificate of Publication Annapolis, Md., July 6, 1939

We hereby certify, that the annexed Order Nisi - Diggs, Assignee of Mortgage vs. Thos. E. Berryman and wife - Equity No. 7809 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd day of July, 1939. The first insertion being made the 8th day of June, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered By The Court, This 7th day of July, 19__that the sale made and reported by the Assignee 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 Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Bond -- Filed and Approved 5th., June, 1939.

Know All Men by These Presents:

That we James B. Diggs of 1904 First National Bank Building, Baltimore, Md. as Principal and New Amsterdam Casualty Company, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seven Thousand and 00/100 ($7000.00) 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 3rd day of June in the year nineteen hundred and thirty-nine

Whereas, the above bounden James B. Diggs by virtue of the power contained in a Mortgage from Thomas E. Berryman and Georgia L. Berryman, his wife, to The Baltimore Company, and subsequently assigned to James B. Diggs, bearing date the 12th day of May nineteen hundred and thirty-eight and recorded among the Land Records of Anne Arundel County, in Liber F. A. M. No. 179, Folio 402, and James B. Diggs, Assignee is about to sell the land and premiese 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 James B. Diggs 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

C. Gertrude Faust

Attest: J. F. Eierman
Assistant-Secretary.

As to Surety:
Esther L. Knouss.

James B. Diggs (Seal)

(Corporate)
(Seal)

New Amsterdam Casualty Company
By Boyd Nelson
Vice-President.

Auditor's Report and Account -- Filed July 24th 1939.

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.

Laura R. Jickling, Auditor.

Dr. James B. Diggs, Assignee of Mortgage, Vs. Thomas E. Berryman and Wife in ac. with James B. Diggs, Assignee.

To Assignee for fee	$ 25.00	$
To Assignee for commissions	477.41	502.41
To Assignee for Court Costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	17.75	
Jos. C. Deegan, Sheriff - costs	.75	
Russell D. Turner, Sheriff - costs	1.70	
Auditor	18.00	48.20
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale order nisi on	56.00	
Capital-Gazette Press - report of sale order nisi on	5.00	
Capital-Gazette Press - auditor's acct.	5.00	
The A. S.Abell Co. - advertisement	21.70	
New Amsterdam Casualty Co.-bond premiums	60.00	
The Baltimore Co. - insurance premium (adj)	2.60	
N. B. Lobe & Co. - auctioneer	31.00	
Clerk of Court - recording assignment	1.75	
E. Elizabeth Lacher - notary fees	2 .05	
One-half Federal and State revenue stamps	14.50	199.60
To Assignee for Taxes, viz:		
1938 State and County taxes	39.59	
1939 State and County taxes ($101.56-adj)	42.32	81.91

Amount brought forward	$	$832.12
To Assignee for Benefit Charges, viz:		
Anne Arundel County Sanitary Commission:		
1937 water and sewer benefit charge	18.52	
1938 water and sewer benefit charge	42.43	
1939 water and sewer benefit charge (adj)	27.57	
Water rent to 4/1/39	7.90	96.42
To Assignee for Rent Adjustment, viz:		
Harry G. Pappas, purchaser -rent collected by Assignee for June and July, 1939		250.00
To The Baltimore Company, mortgagee-amount of mortgage claim filed	7,764.75	
Interest to 5/31/39, the day of sale	138.98	7,903.73
To Harry G. Pappas, Inc. - this balance as per order of Court of 7/17/39, subject to exceptions	5,831.45	
	$14,913.72	
Cr. May 31, 1939		
Proceeds of sale	$14,500.00	
Interest on deferred payment to July 15, 1939	105.00	$14,605.00
Rent collected by Assignee under order of Court of 5/18/39:		
May, 1939 - 13 days	56.45	
June, 1939	125.00	
July, 1939	125.00	306.45
Refund of insurance premium		2.27
		$14,913.72

ORDER NISI

Ordered, This 24th day of July, 1939, 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 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 25th day of August next.

John H. Hopkins, 3rd. Clerk.

Certificate of Publication Annapolis, Md., August 24, 1939.

We hereby certify, that the annexed Order Nisi - Auditor's Acct. -James B. Diggs vs. Thomas E. Berryman #7809 Equity was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of August, 1939. The first insertion being made the 25th day of July, 1939.

The Capital-Gazette Press, Inc.
By A. Friend.

Ordered By The Court,

In the Circuit Court for Anne Arundel Court, this 28 day of August, 1939, 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 Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

Charles N. Underwood, and County Corporation of Md. vs. Unknown Heirs and Unknown Creditors of George Benton Barber, deceased.	:	No. 7813 Equity In The Circuit Court for Anne Arundel County.

Bill of Complaint -- Filed April 29" 1939.

To The Honorable, The Judges of said Court:-

Your Orators, complaining, respectfully show unto your Honors:

First. That George Benton Barber, late of Anne Arundel County, Maryland, died on or about the 6th day of March, 1937, unmarried, and his heirs-at-law and creditors are unknown to your Orators.

Second. That the Farmers National Bank of Annapolis obtained a judgment against George Benton Barber, on the 11th day of January, 1927, in the amount of $752.00, with interests and costs, Trials No. 231, October Term, 1926, in the Circuit Court for Anne Arundel County. A certified copy of said judgment is filed herewith and prayed to be taken as a part hereof, and marked "Plaintiffs' Exhibit A."

Ex

Third. That at the time the Farmers National Bank obtained the judgment referred to in the preceding paragraph, the said George Benton Barber was seized and possessed of 95 acres of land, more or less, located in the Second Election District of Anne Arundel County, which was conveyed to him by Ann S. Barber by deed dated January 1, 1899, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 12, folio 195; a certified copy of which deed is filed herewith, and prayed to be taken as a part hereof, and marked "Plaintiffs' Exhibit B."

Fourth. That the Farmers National Bank caused a Writ of Fieri Facias to be issued on its judgment referred to in the preceding paragraph against the goods, chattels and lands of George Benton Barber. And according to the docket of Michael F. Carter, Sheriff of Anne Arundel County, a levy was made on the property described in the deed from Ann S. Barber to George Benton Barber on June 5, 1928, and the property described therein was advertised and sold by Michael F. Carter, Sheriff, to W. Meade Holladay and William G. Williams, on the 2nd day of January, 1929, for and at the high bid of $1800.00. The execution on the Writ of Fieri Facias is shown on the Sheriff's docket as Judicials No. 35, July Term, 1928, in the Circuit Court for Anne Arundel County. That although an extensive search has been made in the office of the Clerk of the Circuit Court for Anne Arundel County, and also in the office of the Sheriff of Anne Arundel County, the Writ of Fieri Facias can not be located. As evidence of the sale, there appeared in the Maryland Gazette, a newspaper published in Anne Arundel County, an advertisement of Sheriff's Sale of the property described in the certified copy of the deed filed herewith, marked "Plaintiffs' Exhibit B;" and the Plaintiffs herewith file a Publisher's Certificate of the advertisement of said sale, which is prayed to be taken as a part hereof, and marked "Plaintiffs' Exhibit C."

Fifth. An extensive examination of the Land Records in the office of the Clerk of the Circuit Court for Anne Arundel County, and the Sheriff's Office of Anne Arundel County, has failed to locate a report of this sale having been made by the said Michael F. Carter, Sheriff, now deceased. The docket of the said Michael F. Carter, Sheriff, is available, and shows that sale of this property was actually had and made.

Sixth. The said Michael F. Carter, Sheriff, executed a deed to William Meade Holladay, now deceased, and William G. Williams, dated April 16, 1929, and recorded the same day among the Land Records of Anne Arundel County in Liber F. S. R. No. 48, folio 242, conveying the identical property which is described in the deed from Ann S. Barber to George Benton Barber, referred to herein; a certified copy of which deed, from Michael F. Carter, Sheriff, to W. Meade Holladay and William G. Williams, is filed herewith, and prayed to be taken as a part hereof, and marked "Plaintiff's Exhibit D."

Seventh. The said W. Meade Holladay, widower, William G. Williams and Mary L. Williams, his wife, conveyed the above referred to property to Charles N. Underwood by deed dated March 11, 1929, and recorded April 23, 1929, among the Land Records of Anne Arundel County in Liber F. S. R. No. 44, folio 164; a certified copy of which deed is filed herewith and prayed to be taken as a part hereof, and marked "Plaintiffs' Exhibit E."

Eighth. That on the 23rd day of April, 1929, Charles N. Underwood and Lorena M. Underwood, his wife, executed to W. Meade Holladay and William G. Williams a purchase money mortgage, in the amount of $4300.00, conveying the identical property described in the deed from Michael F. Carter, Sheriff, to W. Meade Holladay and William G. Williams, referred to herein. The said mortgage was later assigned to the (State Capital Bank of) The Eastern Shore Trust Company, and later assigned by the said Eastern Shore Trust Company to the County Corporation of Maryland, which mortgage and assignments are recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 44, folio 165; a certified copy of which mortgage is filed herewith, and prayed to be taken as a part hereof, and marked "Plaintiffs' Exhibit F."

Ninth. That the said Charles N. Underwood, since obtaining deed and title to the property described in the deed heretofore herein referred to, has been in absolute and undisturbed possession, meanwhile paying all taxes, public charges and assessments levied against said property; but he is advised that the failure of the said Michael F. Carter, as Sheriff, to make return of the Writ of Fieri Facias, and to report, and record a report, of this sale among the Land Records of Anne Arundel County, has caused a cloud upon the title to his property, and has been advised that it is necessary that this Court should intervene to declare and protect the property rights of your Orators in and to said property.

TO THE END, THEREFORE:

1. That the unknown heirs-at-law and unknown creditors of George Benton Barber, deceased, may be perpetually enjoined against asserting ownership or title in the said property of your Orators, and said cloud upon your Orators' title to the said property be removed.

2. That your Orators may have such other and further relief as their case may require.

May it please your Honors to grant unto your Orators an Order of Publication, giving notice to the unknown heirs-at-law and the unknown creditors of George Benton Barber, deceased, of the object and substance of this Bill, and warning them to appear in this Court in person or by Solicitor, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not be passed as prayed.

And, As in Duty Bound, etc.

George E. Rullman	(Corporate)	Charles N. Underwood
Solicitor for Plaintiffs	(Seal)	County Corporation of Maryland
		J. Allan Coad, President.

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

I hereby certify that on this 26th day of April, in the year 1939, before me, the subscriber,

a notary Public of the State of Maryland, in and for said County, personally appeared Charles N. Underwood, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true as therein stated, to the best of his knowledge and belief. Witness my hand and Notarial Seal.

Granville Lee Meredith
(Notarial Seal)
Notary Public.

State of Maryland, Baltimore City, to wit:-

I hereby certify that on this 27th day of April, in the year 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared J. Allan Coad, President of the County Corporation of Maryland, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true as therein stated, to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Laura L. Dorsey
(Notarial Seal)
Notary Public.

Plaintiffs' Exhibit A. --Filed April 29" 1939.

	No. 231	October Term, 1926.
Munroe	Trials Farmers National Bank of Annapolis	1927, Jany. 11, Narr Note and Order to fd. 1927, Jany. 11, Judgment by confesson enter Judgment by confession/in favor of
	vs.	the Plaintiff for the sum seven Hundred and fifty-two dollars ($752.00) current money
Minnick	George B. Barber	with interest from date and costs of suit
	Fi Fa issd to July	and $75.00 Attorneys collection fees all
	Term 1928	exemptions waived.

1928, May 24, Order for fi fa fd. fi fa issd.

Plaintiff's Cost	$5.00	
Clerks "	2.00	Pd by J. M. M.
	7.00	1/11/27
Defendant's Cost	5.00	

True Copy:- Test John H. Hopkins 3rd, Clerk.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, That the above copy of Judgment is taken from the Record of Proceedings of the Circuit Court for Anne Arundel County.

And I further Certify, That it does not appear from any entry therein, that the same has been paid or in any manner satisfied.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit for Anne Arundel County, this 27th day of April, 1939.

John H. Hopkins 3rd.
(Corporate)
(Seal)
Clerk of the Circuit Court for Anne Arundel County.

Plaintiffs' Exhibit B. --Filed April 28" 1939.

This Deed made this Eighteenth day of January, in the year of our Lord One Thousand eight hundred and ninety nine, by Ann S. Barber of Anne Arundel County, and State of Maryland.

Witnesseth, That for the sum of One Hundred Dollars, the said Ann S. Barber does grant unto George Benton Barber, his heirs assigns or executors in fee simple.

All that tract of land containing ninety five acres more or less, being willed to the said Ann S. Barber, by her late husband George A. Barber in his last will and testament dat-

ed the Eighth of April Eighteen hundred and fifty two. Being the same piece of land deeded to the said George A. Barber by his brother Charles Barber dated the twenty fourth of December, Eighteen hundred and forty nine, being a part of an original tract called White Hall or by whatsoever name the same may be called, and included in the following courses and distances, to wit:

Beginning for the same at the end of ninety seven perches on the second line of the whole Survey it being at a large chestnut tree on the public Main Road, and running from thence and bounding on the centre of said road as follows, to wit: South twenty-four degrees fifteen minutes west fifteen perches, thence South fifteen degrees West twelve perches, thence South eleven degrees West twenty-one perches, thence South fifteen degrees, thirty minutes, West thirteen perches, thence due South twenty four perches, thence South eleven degrees, West seventeen perches thence South one degree thirty minutes West seventeen perches thence South five degrees East twenty two and a half perches to intersect the first line where it crosses the said road, thence leaving said road and running North eighty six degrees West thirty two perches, thence South fifty nine degrees thirty minutes West twenty perches, thence on South sixty seven degrees West twenty nine perches to intersect the given line of the whole Survey thence reverse of that line North forty seven degrees thirty minutes West ninety three perches, thence leaving said line and running North Sixty two degrees, East Ninety nine perches, thence North thirty degrees, thirty minutes East eighty seven perches, then intersect the second line of the whole survey, thence with a straight line to the beginning.

Containing and laid out for ninety-five acres of land more of less.

And the Ann S. Barber covenants that she will warrant generally the property hereby conveyed and that she will execute any further assurances that may be requisite to convey in Fee Simple, the within described property to George Benton Barber, his heirs assigns or executors forever.

Witness my hand and seal.

Test:
Robert F. Dodson. Ann S. Barber (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this Eighteenth day of January Eighteen hundred and ninety nine, before me, the Subscriber, a Justice of the Peace of the said State, in and for the County aforesaid personally appeared Ann S. Barber, the above named grantor and acknowledged the foregoing deed to be her act.

Robt. F. Dodson J. P.

Recorded 21, January 1899.

State of Maryland Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber G. W. No. 12, folio 195, 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 27th day of April, A. D. 1939.

(Corporate) John H. Hopkins, 3d. Clerk
(Seal)

Plaintiffs' Exhibit C ---Filed April 29 1939.

By virtue of a Writ of Fieri Facius issued out of the Circuit Court for Anne Arundel County at the suit of the Farmers National Bank of Annapolis against George Benton Barber, I have seized and taken in execution all the right, title, interest and estate of the said George Benton

Barber in and to the following property, namely:

All those 95 acres of land with inprovements thereon, situate in the Second Election District of Anne Arundel County, Maryland, which by deed dated January 21st, 1899, recorded among the Land Records of Anne Arundel County in Liber G. W. No. 12, folio 195, were granted to the said George Benton Barber by Ann S. Barber. This property adjoins the tract of land of 117¼ acres, part of "Whitehall". formerly owned by said George B. Barber.

And I hereby give notice that I will offer the said property to public sale at the Court House door in the city of Annapolis, Maryland, on Wednesday, January 2, 1929 at 11 o'clock A. M. Terms of Sale:- Cash, one hundred dollars ($100.00) to be required of the purchaser on the day of sale and balance on delivery of deed.

Michael F. Carter,
Sheriff of Anne Arundel County.

Certificate of Publication Annapolis, Md., March 28, 1939

We hereby certify, that the annexed Sheriff's Sale - George Benton Barber was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd. day of January, 1929. The first insertion being made the 6th day of December, 1928.

The Capital-Gazette Press, Inc.
By Mildred I. Rocklitz.

Plaintiffs' Exhibit D, --Filed April 29" 1939.

This Deed, Made this Sixteenth day of April in the year Nineteen hundred and twenty-nine, by me Michael F. Carter, Sheriff of Anne Arundel County, Maryland,

Witnesseth, That by virtue of an execution issued out of the Circuit Court for Anne Arundel County, and dated the 16th of April 1928, in the case of the Farmers National Bank of Annapolis vs. George Benton Barber, I, the said Micael F. Carter as Sheriff of said County, have sold to W. Meade Holladay and William G. Williams, the following property, to wit:

All those ninety-five (95) acres of land with inprovements thereon, situate in the Second Election District of Anne Arundel County, Maryland, which by deed dated January 1st, 1899, recorded among the Land Records of Anne Arundel County in Liber G. W. No. 12, folio 195, were granted and conveyed to said George Benton Barber by Ann S. Barber, which property adjoins the tract of land of 117¼ acres, part of "Whitehall," now owned by W. Meade Holladay.

Now, therefore, I, the said Michael F. Carter, Sheriff as aforesaid, do grant unto the said W. Meade Holladay and William G. Williams, all the right and title of George Benton Barber in and to said hereinbefore described property.

Witness my hand and seal.

Test: Michael F. Carter (Seal)

Elizabeth G. Hopkins. Sheriff of Anne Arundel County.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 16th day of April, in the year Nineteen hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Michael F. Carter, Sheriff of Anne Arundel County, and acknowledged the aforegoing Deed to be his act.

As Witness my hand and seal Notarial.

(Notarial Seal) Elizabeth G. Hopkins

Recorded April 16, 1929, at 3:45 P. M. Notary Public.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber F. S. R. No. 48, folio 242, 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 27th day of April, A. D. 1939.

(Corporate) John H. Hopkins, 3rd, Clerk

(Seal)

Plaintiffs' Exhibit E. -- Filed April 29" 1939.

This Deed, Made this Eleventh day of March, in the year one thousand nine hundred and twenty-nine by and between W. Meade Holladay, widower, of Annapolis, Maryland, William G. Williams and Mary Louise Williams, his wife, of Washington, District of Columbia of the first part and Charles N. Underwood, of the said City of Washington of the second part.

Witnesseth, that in consideration of the sum of ten dollars and other good and valuable considerations the said parties of the first part have bargained and sold and by these presents do grant and convey unto the said Charles N. Underwood heirs and assigns, in fee-simple, all that farm or tract of land situate, lying and being in Anne Arundel County, Maryland, and described as follows, that is to say:-

All that tract of land situate in the second election district of Anne Arundel County which is fully and particularly described by metes and bounds, courses and distances in the deed thereof to George A. Barber, Senior from his brother Charles Barber dated 24 December 1849 and recorded in Land Records of said County in Liber J. H. N. No. 4, folio 397, being the same property which was conveyed to George Benton Barber by his grandmother Ann S. Barber by deed dated 21 January 1899 recorded in land records of said County in Liber G. W. No. 12 fol. 195, which said property was granted and conveyed to the parties of the first part by Michael F. Carter, Sheriff of Anne Arundel County, Maryland, by deed dated the __ day of March 1929 to be recorded simultaneously with this deed.

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

To have and to Hold the said land and premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Charles N. Underwood _____ heirs and assigns, in fee-simple.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant the property granted; and that they will execute such further assurances of the same as may be requisite.

Witness the hands and saeals of said grantors.

Test W. Meade Holladay (Seal)

_____ William G. Williams (Seal)

Test Mary Louise Williams (Seal)

J. Ezra Troth

City of Washington, District of Columbia, to wit:

I Hereby Certify, That on this Eleventh day of March in the year one thousand nine hundred

and twenty-nine, before me, the subscriber, a Notary Public of the District of Columbia in and for the District aforesaid, personally appeared William G. Williams and Mary Louise Williams, his wife, the above named grantors, and each acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial seal.

(Notarial Seal) J. Ezra Troth
Notary Public.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this23rd day of April, in the year Nineteen hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared W. Meade Holladay, one of the within named grantors and acknowledged the aforegoing deed to be his act.

As witness my hand and seal Notarial.

(Notarial Seal) Mary Elizabeth Brown
Notary Public.

Recorded April 23, 1929, at 12:30 P. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber F. S. R. No. 44, folio 164, 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 27th day of April A. D. 1939.

(Corporate) John H. Hopkins,3rd.
(Seal) Clerk.

Plaintiffs' Exhibit F. -- Filed April 29" 1939.

This Mortgage, Made this 23rd day of April in the year nineteen hundred and twenty-nine by and between Charles N. Underwood and Lorena M. Underwood, his wife, Mortgagors of Anne Arundel County, Maryland, of the first part, and W. Meade Holloday of Annapolis, Maryland, and William G. Williams of Washington, District of Columbia Mortgagees, of the second part, Witnesseth:

Whereas, the parties of the first part are justly and bona fide indebted unto the parties of the second part in the full and just sum of forty three hundred dollars ($4300.00), balance purchase money of the property hereinafter described and by this mortgage conveyed, for the payment whereof the parties of the first part have passed to the parties of the second part their promissory note of even date herewith payable five years after date, with interest at six per cent thereon, payable quarterly and with the privilege reserved to the parties of the first part to make partial payments of not less than one hundred dollars ($100.00) at any interest due date, with proportional abatement of interest, and

Whereas, the execution of these presents to secure the payment of said indebtedness was a condition precedent hereto.

Now This Mortgage Witnesseth, that in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagees their heirs and assigns, in fee simple, all the following lot or parcel of ground situate and lying in Anne Arundel County, Maryland, and described as follows:

All those ninety-five (95) acres of land situate in the Second Election District of

Anne Arundel County, Maryland, which by deed dated March 11, 1929, recorded among the Land Records of said County prior hereto were granted and conveyed by the parties of the second part to the said Charles N. Underwood, party of the first part, and being the same property conveyed to the said Holladay and Williams by Michael F. Carter, Sheriff of Anne Arundel County, Maryland, by deed dated April 1929, recorded among the said Land Records prior hereto.

It is agreed between the parties hereto that the interest on the debt hereby secured shall be adjusted and paid quarterly.

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

To Have and to Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of said Mortgagees their heirs and assigns forever, in fee simple.

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 Forty-thre_ hundred ($4300.00) 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, untill default be made in the premises, the Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes, and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors, for themselves and for their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue or 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 Mortgagees their personal representatives or assigns, by James M. Munroe their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County and such other notice as by the said Mortgagees their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, their personal representatives 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 personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves and their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertise-

ment 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 indebedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County,_ Equity, which said expenses, costs and commissions the said Mortgagors for themselves and their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees their personal representatives or assigns, or James M. Munroe their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction, thereof, unless thessame 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 Mortgagors for themselves and for their personal representatives and assigns, do further covenant to insure, and pending the existance 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 Sixteen hundred ($1600.00) Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed as in case of fire, to inure to the benefit of the said 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: Chas. N. Underwood (Seal)

M. Elizabeth Brown. Lorena M. Underwood (Seal)

State of Maryland, Anne Arundel County, To Wit:

I Hereby certify, that on this 23rd day of April in the year nineteen hundred and twenty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles N. Underwood and Lorena M. Underwood, 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 William G. Williams, one of the 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.

As Witness my hand and seal Notarial.

(Notarial Seal) Mary Elizabeth Brown

Recorded April 23, 1929, at 12:30 P. M. Notary Public.

For value received, we hereby assign the within mortgage and the debt secured thereby to the State Capital Bank of The Eastern Shore Trust Company.

Witness our hands and seals this 20th day of August, 1929.

Test: W. Meade Holladay (Seal)

Tilden O. Atwell. William G. Williams (Seal)

Recorded 21 August, 1929, at 10 A. M.

For value received, we hereby assign the within mortgage to County Corporation of Maryland, its successors and assigns, without recourse.

As witness the corporate seal of the Eastern Shore Trust Company and the signatures of its duly

authorized officers this 18th day of July, 1933.

Attest: O. F. Bowen. (Corporate) Eastern Shore Trust Company

Recorded April 26, 1939, at 2.30 P. M. (Seal) By Hooper S. Miles, Pres.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Mortgage was truly taken and copied from Liber F. S. R. No. 44, folio 165, 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 27th day of April, A. D. 1939.

(Corporate) John H. Hopkins 3rd., Clerk.

(Seal)

Order of Publication -- Filed April 29" 1939.

The object of this suit is to perpetually enjoin the unknown heirs-at-law and unknown creditors of George Benton Barber, deceased, against asserting ownership or title in the propty of the Plaintiffs thereof; and to remove a cloud upon the Plaintiffs' title to said property.

The Bill states that George Benton Barber, late of Anne Arundel county, Maryland, died on or about the 6th day of March, 1927, unmarried; that his heirs-at-law and creditors are unknown to the Plaintiffs; that the Farmers National Bank of Annapolis obtained a judgment against George Benton Barber on the 11th day of January 1927, in the amount of $752.00, interest and costs; that an execution was issued on said judgment, and that Michael F. Carter, Sheriff, conducted a sale thereunder and sold the property to W. Holladay and William G. Williams, who later conveyed the property to Charles N. Underwood, who executed a purchase money mortgage to the said Holladay and Williams, which mortgage was assigned to the (State Capital Bank of) The Eastern Shore Trust Company, and subsequently assigned to the County Corporation of Maryland.

And further, that the said Michael F. Carter, Sheriff, failed to return the Writ of Fieri Facias to the Clerk of the Circuit Court for Anne Arundel County, and further, failed to report and record a report of the sale as made to the said Holladay and Williams. And further, that the said Charles N. Underwood, since obtaining a deed from the said Holladay and Williams, has been in actual and undisturbed possession of said property, containing ninety-five acres of land, more or less, with improvements thereon, meanwhile paying all taxes, public charges and assessments as levied against said property.

It is thereupon this 29th day of April, 1939, Ordered by the Circuit Court for 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 once in each of four successive weeks before the 31st day of May 1939, giving notice to the absent Defendants of the object and substance of this Bill, warning them to be and appear in this Court in person or by solicitor on or before the 15th day of June next, to show cause, if any they have, why a Decree ought not to be passed as prayed.

John H. Hopkins, 3rd. Clerk.

Certificate of Publication Annapolis, Md., June 7, 1939.

We hereby certify, that the annexed Order of Publication - Estate of George B. Barber - No. 7813 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st day of May, 1939. The first insertion being made the 4th day of May, 1939.

The Capital-Gazette Press, Inc.
By Alfaretta Friend, Clerk.

Decree Pro Confesso, with leave to take Testimony. --Filed July 7th. 1939.

The Defendants having been duly summoned to appear to the Bill of Complaint by Order of Publication, and having failed to appear thereto, the Plaintiffs herewith petition that the Bill of Complaint be taken pro confesso against the Unknown Heirs-at-law and Unknown Creditors of George Benton Barber, and further that the Plaintiffs herewith petition your Honors to grant leave to take testimony before one of the standing Examiners of this Court to sustain the allegations contained in the Bill of Complaint.

George E. Rullman

Solicitor for Plaintiffs.

ORDER OF COURT.

It is thereupon, this 7th day of July, 1939, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed that the Plaintiffs are entitled to relief in the premises, but because it does not certainly appear to what relief the Plaintiffs are entitled that the Bill be taken pro-confesso against the said defendants, it is further Adjudged and Ordered that leave be granted to the Plaintiffs to take testimony before one of the standing Examiners of this Court to support the allegations of the Bill.

Ridgely P. Melvin.

Testimony and exhibits on behalf of the Plaintiff, July 21st, 1939.-Filed July 27" 1939

Present:-

Mr. George E. Rullman, Solicitor for Plaintiffs.

Mr. John S. Stahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

Decree Pro Confesso and Order for Testimony, July 7th, 1939.

Witnesses:-

Bessie B. Brashears, ----------2 to 3

William G. Williams,---------- 4 to 6

Charles N. Underwood,---------- 7 to 8

Lorena N. Underwood,---------- 9 to 10

George E. Rullman, ---------- 11 to 12.

Mrs. Bessie B. Brashears, a witness of lawful age, being first duly sworn, deposes and says:- (Rullman.)

1. State your name and residence?

A. Bessie B. Brashears, Parole, Md.

2. During the year 1929 were you employed, and if so where?

A. I was employed in the Sheriff's office as Deputy Sheriff and Clerk.

3. Who was the Sheriff at that time? A. Michael F. Carter.

4. Is he now living or dead? A. He is dead, he died a year ago last February.

5. Did you have access to the records of the Sheriff's office and keep any of the records? A. Yes.

6. I hand you a certified copy of a judgment of the Farmers National Bank vs. George Benton Barber, No. 231 Trials October Term, 1926 with an order for fi. fa. dated May 24th, 1928, did you ever see a fi. fa. come into your office on that judgment?

A. Yes.

----- Same filed as Exam. Exh. No. 1

7. Was there a levy made on that?

A. Yes, I made the levy on the land, - I think it is unimproved.

8. Have you made an examination of the Sheriff's records to find out whether that fi. fa. was in the office?

A. Near as I could I did. After the Sheriff called me I came in and looked through all the files and could not find the fi. fa.

9. The Sheriff kept a record of all fi. fas. and executions that came into his office? The Sheriff's office keeps such records? A. He did.

10. I ask you to look at this book and tell us what that book is?

A. It is Sheriff Michael F. Carter's Court Docket.

11. On page 53 Court Docket marked M. F. C. No. 2 there is an entry, 35 Judicials July, 1928, will you please read those entries?

A. "Attorney Munroe, 35 Judicials Farmers National Bank vs. George B. Barber, Debt, $270.22, levy was made June 5th, 1928 by Bessie B. Brashears, B. B. B., no amount of interest stated, Plaintiff's costs $7.00, Defendants Costs $5.00, Additional Clerk's costs $1.20, Attorney fee $75, Sheriff's costs $31.37, and $29.17, total $60.49. Levy June 5th, 1928, and my initials B. B. B.," I having made the levy.

The Chief Clerk, Mr. Muhly, made this note in red ink, "Sold Jant. 2, 1929, $1800, paid $100 on account."

12. Will you state whether the Sheriff actually advertised that property?

a. Yes, it was advertised and sold.

13. Is this the Publisher's certificate of that advertisement of that particular property, or what is that paper?

A. That is what it represents.

14. That is the same property mentioned in this advertisement on which you made the levy?

A. Yes.

-----Offered and filed as Examiners Exh. No. 2.

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

A. Nothing I know of, the only thing is where the red ink is the Chief Clerk inserted that himself but so far as this judgment goes I made the lavy.

Bessie B. Brashears.

William G. Williams, a witness of lawful age, being first duly sworn, deposes and says:- (Rullman.)

1. State your name and residence? A. William G. Williams, Gambrills, Md.

2. Do you know the property in Anne Arundel County that was formerly owned by George Benton Barber? A. I do, very familiar with it.

3. Is Mr. George Benton Barber now living or is he dead? A. He is dead.

4. How long has he been dead? A. I think about a year and a half.

5. What did that property consist of?

A. At the time it was sold it consisted of 95 acres of land, considerable of which was tillable, and since there has been a large barn built on it.

6. You say it was sold, how was it sold?

A. It was sold at Sheriff's sale sometime during 1929, it was January 2nd.

7. Who purchased that property at Sheriff's sale?

A. Mr. W. Meade Holladay and myself (William G. Williams).

8. From whom did you purchase it? A. From the Sheriff, Michael F. Carter.

9. You purchased it and paid the purchase price, did you?

A. Paid the purchase price in cash.

10. Did you get a deed for the property? A. We got a deed for the property.

11. Look at this certified copy of a deed dated the 18th day of January 1899 from Anne S. Barber to George Benton Barber recorded among the Land Records of Anne Arundel County in Liber G. W. No. 12, folio 195 conveying 95 acres of land, more or less, is that the land which you purchased, or does that describe the land which you and Mr. Holladay purchased?

A. Yes, that is the land.

-----Offered and filed as Exam. Exh. 3.

12. I hand you certified copy of deed dated the 16th day of April, 1929 from Michael F. Carter, Sheriff, to W. Meade Holladay and William G. Williams, recorded among said Land Records in Liber F. S. R. No. 48, folio 242, conveying to you and Mr. Holladay the 95 acres of land, more or less, located in Anne Arundel County, is that the property you bought in and purchased from the Sheriff?

A. That's the same property.

--------Offered and filed as Exam. Exh. 4

13. After you and Mr. Holladay purchased that property, what did you do with the property?

A. Sold it to Mr. Charles N. Underwood.

14. I hand you certified copy of deed dated the 11th day of March, 1929 recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 44, Folio 164, wherein William G. Williams and Mary Louise Williams, his wife, and W. Meade Holladay, widower, were grantors and Charles N. Underwood was grantee, which conveys 95 acres of land, more or less, being the same property which you and Holladay purchased from Michael F. Carter, Sheriff, is that the identical property which you so purchased?

A. It is the same tract of land, yes.

15. Did Mr. Underwood pay you and Mr. Holladay in full the purchase price of the property?

A. Yes, by cash and a mortgage?

16. You took a mortgage from Mr. and Mrs. Underwood? A. Yes.

17. Then did you and Mr. Holladay retain that mortgage or what did you do with it?

A. We assigned it to the State Capital Bank.

18. Here is a certified copy of a mortgage dated the 23rd day of April, 1929, wherein Charles N. Underwood and Lorena N. Underwood, his wife, are mortgagors and W. Meade Holladay and William G. Williams are mortgagees.

This mortgage is recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 44, folio 165, assigned to the State Capital Bank of the County Trust Company of Maryland under date of August 2nd. 1929, is that the property you and Mr. Holladay purchased at Sheriff's sale the George Benton Barber property described in that mortgage?

A. That is the identical property.

-- -Offered and filed as Exam. Exh. 6.

19. You have lived, or had occasion to be in the neighborhood of that property many times since that sale? A. I have.

20. Do you know who has occupied that property since the sale?

A. Mr. Charles N. Underwood has occupied it since he purchased it and still occupies it today.

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

A. He has improved the property and put buildings on it since he purchased it.

William G. Williams

Charles N. Underwood, a witness of lawful age, being first duly sworn, deposes and says:- (Rullman)

1. State your name and residence? A. Charles N. Underwood, Gambrills, Md.

2. Do you know Mr. George Benton Barber? A. Yes.

3. Is he living or dead?

A. He is dead far as I know. I have heard he is dead but I did not see him.

4. It is general knowledge he is dead? A. Yes.

5. He died when? A. I believe about a year and a half ago.

6. Did you ever purchase any property from Mr. William G. Williams and Mr. W. Meade Holladay?

A. Yes, in about April, 1929.

7. What property did you purchase from them? A. 95 acres.

8. Is that the property described in the certified copy of deed offered as Exam. Exh. 5, does that describe the property you purchased from them?

A. Yes it does, it is the same piece of property, 95 acres.

9. Do you recall how much you paid for that property?

A. I think it was $4300.

10. How did you finance that purchase?

A. I gave them some cash money and gave them a mortgage for the balance.

11. We filed a certified a copy of the mortgage as Exam. Exh. 6, mortgage dated the 23rd day of April, 1929 wherein you and Mrs. Underwood are the mortgagors and W. Meade Holladay and William G. Williams are mortgagees, the mortgage debt is expressed as $4300 in the mortgage, this mortgage was later assigned to the State Capital Bank of the Eastern Shore Trust Company, and later to the County Trust Company of Maryland, is the property described in this mortgage the same property you purchased from Holladay and Williams?

A. Yes, this is the same property.

12. Who has occupied this property since the deed was given to you? A. My wife and I.

13. What, if any, improvements have you put on the property since that time?

A. I have built a barn and I have cleared about 35 or 40 acres, I farm 30 acres of it.

14. Who has exercised ownership and dominion over the property since the time of the deed?

A. I have.

15. Has there ever been any claim adverse made to your holding? A. No.

16. Who has paid the taxes on the property? A. I have.

-----Offered as Exhibits lot of tax bills running from 1930 to 1937 marked Exhibit 6-A

17. You have not as yet paid your 1938 tax bill? A. No.

------Offered as Exh. No. 7.

18. Can you account for the 1935 receipt?

A. 1932-1933 and 1934 were paid by the Land Bank and 1935 I could not find it, I know I have paid them all, all taxes, public dues and assessments against the property including 1937. And have bills for 1938 and 1939 rendered in my name.

to the general question under the rule the witness says:-

A. No.

Charles N. Underwood

Lorena M. Underwood, a witness of lawful age, being first duly sworn, deposes and says:- (Rullman.)

1. State your name and residence? A. Lorena M. Underwood, Gambrills, Md.

2. You are the wife of Charles N. Underwood who just testified? A. Yes.

3. Do you know the property we have just been discussing? A. I certainly do.

4. What does that property consist of? A. 95 acres of land.

5. Are there any improvements on it?

A. There are. There is a barn, and quite a number of acres cleared.

6. Who put the barn on there? A. My husband had it built.

7. It's used for what? A. For housing tobacco.

8. Do you remember when Mr. Underwood got that property?

A. Yes, I think it was in April or May, 1929.

9. Who has exercised ownership and dominion over that property since that time?

A . My husband and myself.

10. Who has paid the taxes, assessments and public charges against the property since that time? A. My husband.

11. Do you know of any person ever making any claim adverse to Mr. Underwood's and your possession of the property?

A. I do not, to the best of my knowledge.

12. Mr. Underwood has testified as to the purchase, and the financing of the purchase of this property, you heard his testimony, is that testimony correct as you know it?

A. It is correct.

13. Did you know Mr. George Benton Barber? A. I did.

14. Is Mr. Barber now living or dead? A. He is dead.

15. Do you know how long he has been dead?

A. I think his Niece told me on March 6th, 1937 he died.

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

A. I think that's about all.

Lorena M. Underwood

George E. Rullman, a witness duly sworn, deposes and says:-

My name is George E. Rullman, Annapolis, Md., Attorney-at-Law.

At the request of the County Trust Company some months ago I examined the title of the property now held by Mr. Charles N. Underwood consisting of 95 acres of land, more or less, located near Gambrills in the 2nd Election District of Anne Arundel, Md. I found that the Farmers National Bank obtained a judgment against George Benton Barber on January 11th, 1927, the judgment is designated as No. 231 Trials, October Term, 1926, and a fi. fa. or execution was issued on the 24th day of May, 1928. The Land Records show that Michael F. Carter, Sheriff, conveyed this property by deed dated April 16th, 1929 to William G. Williams and W. Meade Holladay by virtue of an execution issued out of the Circuit Court for Anne Arundel County dated the 16th day of April, 1928 in the case of Farmers National Bank of Annapolis vs. George Benton Barber, and sold to Mr. Holladay and Mr. Williams 95 acres of land, more or less, located in the Second Election District of Anne Arundel County, which was the same property which George Benton Barber acquired from Anne S. Barber by deed dated January 1st, 1899 recorded in Liber G. W. No. 12, folio 195, certified copy of this deed filed with this testimony as Exam. Exh. 3. Further, that on the 11th of March, 1929 Mr. W. Meade Holladay, widower, and Mr. William G. Williams and Mary Louise Williams, his wife, conveyed the identical property to Charles

N. Underwood, certified copy of the deed filed in these proceedings as Exam. Exh. No. 5,recorded April 23rd, 1929.

Then the mortgage appears on the Land Records under date of Aptil 23rd, 1929, which is also the date of the mortgage. The mortgage recites the consideration of $4300, Charles N. Underwood and Lorena M. Underwood, his wife, the mortgagors and W. Meade Holladay and William G. Williams, the mortgagees. The property described in the mortgage is the same property referred to and testified to. This mortgage was assigned by Holladay and Williams to the State Capital Bank of the Eastern Shore Trust Company on the 2nd day of August, 1929, and on the 18th day of July, 1933 was assigned by the Eastern Shore Trust Company to the County Trust Corporation of Maryland. I then looked for the execution or return of the execution and there was none filed in the Clerk's office. A very careful examination of the files and the records of the Sheriff's office was then made, and we were unable, with several of his deputies and myself were unable to locate the writ. Furthermore, the Sheriff, Michael F. Carter, had failed to make a Report of the Sale and extensive search was made for that Report both in the Sheriff's office and among the late Mr. Munroe's personal effects, and the Report was not located.

Inquiry at the Capital-Gazette Press, Incorporated, showed that the Sheriff's sale had been advertised, and that the property of George Benton Barber would be sold under the execution mentioned above on Wednesday, January 2nd, 1929 at 11 o'clock, and that Certificate of Publication was obtained and is filed in these proceedings as Examiner's Exh. No. 2. An Order of Publication against the Unknown Heirs and Unknown Creditors of George Benton Barber was published and there has been no Answer of either the Unknown Heirs at law or Creditors of George Benton Barber filed in these proceedings.

I might add that at the present time there are no judgments of record against George Benton Barber.

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

A. I don't believe so except I have put a good deal of time on this thing.

George E. Rullman.

There being no other witnesses to be examined, and no further testimony desired on behalf of the Plaintiff, this testimony is now closed and returned to the Court, at request of Plaintiff's counsel.

Witness my hand and seal this 27th day of July, 1939.

Jno. S. Strahorn (Seal)

Examiner.

Exams.Exh. #6

309 State and County tax Levy, 1929 Second District — C. Albert Hodges, Treas. and Collector of State, County and School Taxes

Mr. C. N. Underwood

To County Commissioners of Anne Arundel County, Dr.

$2.45 on Assessment of $5925	$145.16	
Interest from August 15, 1929	8.70	$153.86
	15.25	
	94	16.19
For Survey	4.00	
" Advertising	2.00	
" Cost of Levy and Serving Notice for State Tax	2.00	
" Examination of title	2.00	2.00
		$172.05

Folio 309 Annapolis, Md. Sept. 29, 1930 No. 42826

Received of C. N. Underwood $172.05

C. A. Hodges
Collector and Treasurer.
Per H. O. V. Deputy.

State and County Tax Levy, 1930 Second District

Mr. C. N. Underwood

To County Commissioners of Anne Arundel County, Dr.

$2.38 on Assessment of $6525	155.30	
For Interest from August 15, 1930	9.30	$164.60
	16.31	
	.88	17.19

To The State of Maryland, Dr.

For Survey	4.00	
" Advertising	2.00	
" Cost of Levy and Serving Notice for State Tax	2.00	
" Examination of Title	2.00	2.00
		$183.79

Folio 303 Annapolis, Md. June 17/31

Received of C. N. Underwood $183.79

C. A. Hodges, Collector and Treasurer.
Per U. S. Deputy.

Folil 309 Tax Levy, 1931 District No. 2 C. Albert Hodges, Treas. Annapolis, Md.

Mr. C. N. Underwood

To County Commissioners of Anne Arundel County, Dr.

$1.38 on Ass't of$6525	$90.05	
Interest from October 1, 1931	4.50	$94.55

To The State of Maryland, Dr.

For State Taxes 25cts, per $100 on Assessment of $____	16.31	
Interest from October 1, 1931	.81	17.12
		$111.67

Folio 309 Annapolis, Md. July 1/32 A 1761

Received of C. N. Underwood $111.67

C. A. Hodges, Collector and Treas.
Per U. S. Deputy.

95 Acres Nr. Waterbury Tax Levy, District No. 2 1935 Folio Line No. 699
12

C. B. Underwood, Gambrills R F D, Md.

To County Commissioners of Anne Arundel County and State of Maryland, Dr.

County real & personal Assessment	$1225	
Amount		$23.28
State real & personal		2.70
Total Tax		$25.96

This Bill covers Fiscal Year Jan. 1, 1935to Dec. 31, 1935

95 Acres Tax Levy District No. 2 1936 Joseph H. Pepper, Treas.

To County Commissioners of Anne Arundel County and State of Maryland, Dr.

Folio 697 Line no. 14	Assessment	$1225		
County & Real& Personal-Amount		$25.73	Int. & penalty	$2.32
State Real & Personal		2.70	Adv.	2.00
				.15
Total Tax		$28.43		
	Total	4.47		$4.47
		$32.90		

95 A C. N. Underwood Tax Levy --District No. 2 1937 Joseph H. Pepper, Treas.

To County Commissioners of Anne Arundel County and State of Maryland, Dr.

Folio 525 Line No. 9	Assessment	$1225	Amount	Interest & Penalty
	County Real & Personal		$25.24	$2 .00
	State Real & Personal		2.73	.12
	Total Tax		$27.97	$2 .12
			2.12	
	Total		$30.09	

Exam. Exh. No. 7 Tax Levy--District No. 2 1938 Joseph H. Pepper, Treas.

95 Acres nr. Waterbury C. N. Underwood, Gambrills Md RFD

To County Commissioners of Anne Arundel County and State of Maryland, Dr.

	Amount	Interest & Penalty
County Real & Personal	$24.01	
State Real & Personal	2.82	
Total tax	$26.83	

Petition for Report of Sale nunc pro tunc and order nisi thereon. Order Aug. 29, 1939

Filed Aug. 28" 1939.

To The Honorable, The Judges of Said Court:-

The Petition of Charles N. Underwood and County Corporation of Maryland, by George E. Rullman, Attorney, respectfully shows unto your Honors:

First. That the Bill on behalf of the Plaintiffs was filed in the Circuit Court for this County on April 29, 1939, alleging:

1st. That George Benton Barber died on or about the 6th day of March, 1937, unmarried, and his heirs-at-law and creditors are unknown to the Plaintiffs.

2nd. That the Farmers National Bank of Annapolis obtained a judgment against George Benton Barber on the 11th day of January, 1927, being Trials No. 231, October Term, 1926, in the Circuit Court for Anne Arundel County.

3rd. That at the time the said Farmers National Bank obtained its judgment, the said George Benton Barber was seized and possessed of 95 acres of land, more or less, situate in the Second Election District of Anne Arundel County.

4th. That the said Farmers National Bank caused to be issued a Writ of Fieri Facias, the levy was duly made on the property, as shown by the docket of Michael F. Carter, Late Sheriff of Anne Arundel County; that the property described and owned by George Benton Barber was duly advertised and sold by the said Michael F. Carter, Sheriff, to W. Meade Holladay and William G. Williams on the 2nd day of January, 1929, at and for the high bid of $1800.00; and that the said Michael F. Carter, as Sheriff, failed to file and record a report of this sale.

5th. That the said Michael F. Carter executed a deed to W. Meade Holladay, now deceased, and William G. Williams, dated April 16, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 48, folio 242, conveying the identical property advertised; a Publisher's Certificate of the advertisement having been filed with the Bill marked Plaintiffs' Exhibit B.

6th. That the said W. Meade Holladay, widower, and William G. Williams and wife, conveyed the identical property to Charles N. Underwood, by deed dated March 11, 1929, and recorded in Liber F. S. R. No. 44, folio 164, and the said Messrs. Holladay and Williams took a purchase money mortgage in the amount of $4300.00, covering the property above referred to, which mortgage was later assigned by the Messrs. Holladay and Williams to the (State Capital Bank of)The Eastern Shore Trust Company, and later assigned by it to the County Corporation of Maryland.

7th. That said Charles N. Underwood, since obtaining a deed to the property, has been in absolute and undisputed possession, meanwhile paying all taxes, public charges and assessments levied against said property.

Second. That the Unknown Creditors and Unknown Heirs-at-Law of George Benton Barber, deceased, were summoned by publication, as evidenced by Publisher's Certificate filed in these proceedings, marked Examiner's Exhibit No. 2, and failed to appear or answer the Bill of Complaint; and

testimony to support the allegations contained in the Bill of Complaint was filed in this Honorable Court on July 27, 1939.

Your Petitioner accordingly prays your Honors to pass an Order in the premises ordering and directing Russell C. Turner, the present Sheriff and a Successor in office to Michael F. Carter, former Sheriff, now deceased, to report the sale nunc pro tunc to the said W. Meade Holladay and William G. Williams, and record the same. And your Petitioner further prays your Honors to pass an order nisi on the report of sale by Russell C. Turner, Present Sheriff and Successor in Office to Michael F. Carter, Late Sheriff of Anne Arundel County, and that the same be ratified and confirmed unless cause to the contrary thereof by shown on or before some certain day to be named therein, provided a copy of the order nisi be inserted in some newspaper published in Anne Arundel County once each week for four successive weeks.

And, As in Duty Bound, etc.

George E. Rullman,

Attorney for Plaintiffs.

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

I hereby certify that on this 28th day of August, in the year 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George E. Rullman, Attorney, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein set forth.

Witness my hand and Notarial Seal.

(Notarial Seal)

Granville Lee Meredith

Notary Public.

Upon the foregoing Petition and Affidavit, it is Ordered this 29th day of August, in the year 1939, by the Circuit Court for Anne Arundel County, sitting in Equity, That Russell C. Turner, Present Sheriff, be and he is hereby ordered and directed to report the Sheriff's sale nunc pro tunc, to the said W. Meade Holladay and William G. Williams, and record the same; and further, that an Order Nisi be passed by the Clerk on the Report of Sale by Russell C. Turner, Present Sheriff and Successor in Office to Michael F. Carter, late Sheriff of Anne Arundel County, and that said sale be ratified and confirmed unless cause to the contrary thereof by shown on or before some certain day to be named therein, provided a copy of that Order be inserted in some newspaper published in Anne Arundel County once each week for four successive weeks.

Ridgely P. Melvin, Judge.

Report of Sale nunc pro tunc to be filed in No. 35 Judicials, July Term, 1928 & decree.

Filed Aug. 31st. 1939. Final Order Oct. 6, 1939

Be it remembered, that heretofore to wit: On the 24th day of May, 1928, came James M. Munroe, Attorney for the Farmers National Bank of Annapolis, and filed in the Court here the following fi fa, schedule of property, Report of Sale, etc., to wit:

State of Maryland

To The Sheriff of Anne Arundel County, Greeting:

Whereas, at a Circuit Court begun and held at the City of Annapolis, in and for Anne Arundel County, on the third Monday of October, in the year 1926, the Farmers National Bank of Annapolis by judgment of the same Court, recovered against a certain George Benton Barber, for the sum of Seven Hundred, Fifty-two Dollars ($752.00), current money, with interest from the 11th day of January, 1927, and $75.00 Attorney's collection fee, and costs of suit, all exemptions waived, and $12.00 current money, for his costs and charges by him about his suit in that

behalf laid out and expended whereof the said George Benton Barber is Defendant as appeareth of record.

Therefore, You are hereby commanded, that on the goods, and chattels, lands and tenements of the said George Benton Barber in your bailiwick being, you cause to be made and levied the debt, costs and charges aforesaid, and have you those sums before this Court, at the held at the City of Annapolis, on the third Monday of July next, to render unto the said Farmers National Bank of Annapolis the debt, costs and charges aforesaid.

Hereof, fail not at your peril and have you then and there this writ.

Witness, the Honorable Francis Neal Parke, Chief Judge of the said Court, the 24th day of May, 1928.

Frank S. Revell, Clerk

Levy made as per Schedule, June 5, 1928

Michael F. Carter, Sheriff
B. B. B.

FIERI FACIAS May 24, 1928

A Schedule of property executed and levied upon by Michael F. Carter, Sheriff of Anne Arundel County, this 5th day of June, 1928, by virtue of a writ of Fieri Facias issued out of the Circuit Court for Anne Arundel County and directed to the said Sheriff, against the goods, chattels, lands and tenements of the said George Benton Barber, at the suit of the Farmers National Bank of Annapolis, as follows, to wit:

All those 95 acres of land with improvements thereon, situate in the Second Election District of Anne Arundel County, Maryland, which by deed dated January 21, 1899, recorded among the Land Records of Anne Arundel County in Liber G. W. No. 12, folio 195, were granted to the said George Benton Barber by Ann S. Barber.

Michael F. Carter, Sheriff.

SHERIFF'S SALE

By virtue of a Writ of Fieri Facias issued out of the Circuit Court for Anne Arundel County at the suit of the Farmers National Bank of Annapolis against George Benton Barber, I have seized and taken in execution all the right, title, interest and estate of the said George Benton Barber in and to the following property, namely:

All those 95 acres of land with improvements thereon, situate in the Second Election District of Anne Arundel County, Maryland, which by deed dated January 21st, 1899, recorded among the Land Records of Anne Arundel County in Liber G. W. No. 12, folio 195, were granted to the said George Benton Barber by Ann S. Barber. This property adjoins the tract of land of 117¼ acres, part of "Whitehall," formerly owned by said George B. Barber.

And I hereby give notice that I will offer the said property to public sale at the Court House door in the city of Annapolis, Maryland, on Wednesday, January 2, 1929, at 11 O'clock A. M.

Terms of Sale:- Cash, one hundred dollars ($100.00) to be required of the purchaser on the day of sale and balance on delivery of deed.

Michael F. Carter
Sheriff of Anne Arundel County.

Office of Maryland Gazette, Published by The Capital-Gazette Press, Inc.

Certification of Publication Annapolis, Md., March 28, 1939

We hereby certify, that the annexed Sheriff's Sale--George Benton Barber, was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of January, 1929.

The first insertion being made the 6th day of December, 1928.

The Capital-Gazette Press, Inc.

by Mildred I. Rocklitz

I hereby certify that I have sold the property as described in No. 35 Judicials, July Term, 1928, in the Circuit Court for Anne Arundel County, Farmers National Bank of Annapolis vs. George Benton Barber, to W. Meade Holladay and William G. Williams, at and for the sum of Eighteen Hundred Dollars ($1800.00), at public sale, held on the 2nd day of January, 1929, at 11 o'clock, A. M., at the Court House Door, Annapolis, Maryland.

Witness my hand and seal

Michael F. Carter (Seal)
Sheriff

By Russell C. Turner, present Sheriff of Anne Arundel County, and Successor in Office to Michael F. Carter, Deceased, Late Sheriff, by authority of an Order of the Circuit Court for Anne Arundel County, in Equity, dated the 29th day of August, 1939, passed in the cause of Charles N. Underwood and County Corporation of Maryland, a body corporate, vs. Unknown heirs-at-law and Unknown Creditors of George Benton Barber, deceased, Equity No. 7813.

Russell C. Turner (Seal)
Sheriff of Anne Arundel County.

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

I hereby certify that on this 31st day of August, in the year 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Russell C. Turner, Present Sheriff of Anne Arundel County, and successor in Office to Michael F. Carter, Deceased, Late Sheriff of Anne Arundel County and in accordance with an Order of the Circuit Court for Anne Arundel County, sitting in Equity, passed on the 29th day of August, 1939, in the cause of Charles N. Underwood and County Corporation of Maryland, a body corporate of the State of Maryland, vs. Unknown Heirs-at-law and Unknown Creditors of George Benton Barber, Deceased, being Equity No. 7813, made oath in due from of law that the matters and facts set forth in the foregoin_ Report are true as therein stated, and that the sale reported herein was fairly made.

Witness my hand and Notarial Seal.

Granville Lee Meredith
(Notarial Seal) Notary Public.

Ordered, this 31st day of August 1939, that the sale of the property described herein, made and reported by Russell C. Turner, Present Sheriff of Anne Arundel County, and Successor in Office to Michael F. Carter, deceased, Late Sheriff, by authority of an Order of the Circuit Court for Anne Arundel County, in Equity, dated the 29th day of August, 1939, passed in the cause of Charles N. Underwood and County Corporation of Maryland, a body corporate, vs. Unknown Heirs-at-law and Unknown Creditors of George Benton Barber, deceased, Equity No. 7813, be ratified and confirmed nunc pro tunc unless cause to the contrary thereof be shown on or before the 2nd day of October next; provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once each week for four successive weeks before the 2nd, day of October next.

The report states that the amount of sales to be $1800.00.

John H. Hopkins, 3rd. Clerk.

Certificate of Publication Annapolis, Md., Sept. 29, 1939

We hereby certify, that the annexed Order Nisi--Sale--Underwood vs. Geo. B. Barber (Unknown heirs) No. 7813 Equity was published in Maryland Gazette a newspaper published in the city of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before

the 2nd day of October, 1939. The first insertion being made the 7th day of September, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered this 6th day of October, in the year 1939, by the Circuit Court for Anne Arundel County, sitting in Equity, that the sale made and reported by Russell C. Turner, Present Sheriff of Anne Arundel County, and Successor in office to Michael F. Carter, deceased, late Sheriff, be and the same is hereby finally ratified and confirmed nunc pro tunc, 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 further, be it Ordered that the Unknown Heirs-at-Law and the Unknown Creditors of George Benton Barber, deceased, be and they are hereby perpetually enjoined against asserting ownership or title to property mentioned and described in this cause, and further, that the Petitioners in this cause pay the costs thereof.

Ridgely P. Melvin, Judge.

George Smith, Cora L. Johnson,	:	No. 7810 Equity
Asbury Harris vs.	:	In the Circuit Court for
Samuel R. Colbert	:	Anne Arundel County.

Mr. Clerk:

Please file this bill, enter our appearance for the plaintiffs, and issue writ of subpoena for Samuel R. Colbert at Skidmore, Maryland.

Walter T. Schmidt
Robert Moss,

Solicitors for Orators.

Bill of Complaint --Filed April 27th. 1939.

To the Honorables, the Judges of said Court:

Your Orators, humbly complaining, say:

1. That in the year 1902, the Trustees of the St. Pauls Tabernacle No. 17 of the Order of Galilean Fishermen, purchased from the School Commissioners of Anne Arundel County, an abandoned school situate on the public road leading from Hackett's Point to Skidmore Post Office, in the Third Election District of Anne Arundel County, for a Lodge Hall and place of meeting for the said lodge; that Labrot and Company, Incorporated, whose land surrounded the said lot, purchased from the said lodge the lot and building thereon, and gave in exchange therefor a lot of land of about one acre more or less, upon which a new meeting house was built, which has since then burned down, now several years past.

2. That the said lot of land now held by the Trustees of the Lodge, is described in a deed from Labrot and Company, Incorporated to Samuel R. Colbert, et al. Trustees of St. Paul's Tabernacle No. 17, of the Order of Galilean Fishermen, dated January 31, 1929, and recorded among the Land Records of the county aforesaid, in Liber F. S. R. No. 43, folio 312.

3. That your said Orators have offerred said lot for sale to Labrot and Company, who have refused to buy it, and they have been offered Two Hundred Dollars ($200.00) for said lot at private sale.

4. That the parties hereto are the sole surviving members of this said Lodge and desire to divide the proceeds from the sale thereof, among the survivors of the Lodge, after paying the costs of suit herein, and expenses.

To the end therefore,

1. That an order be passed by this Honorable Court authorising the sale of the said lot by proper proceedings before this Court, for the best price obtainable.

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

May it please your Honor to grant unto your orators the writ of subpoena directed to the said Samuel R. Colbert, adult, residing at Skidmore in Anne Arundel County, commanding him to be and appear in this Court at some certain day, to be named therein, and answer and abide by the premises and perform such decree as may be passed herein.

And as in duty bound, etc.

Walter T. Schmidt
Robert Moss,

Solicitors for Orators.

Summons

Maryland, Sct.

The State of Maryland

To Samuel R. Colbert 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 in the City of Annapolis, on the first Monday of May next, to answer the complaint of George Smith, 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 6th., day of March, 1939.

Issued 27th., day of April, 1939.

(Corporate Seal) John H. Hopkins, 3rd. Clerk.

Take Notice:--That you are required to file your answer or other defense in this case in the Clerk's Office within ____ days from the return day, which return day is Monday, the 1st. day of May 1939.

(Schmidt & Moss)
Sols.

Returnable 1st Monday May, 1939.

Summoned the Defendant and a copy of the subpoena and Bill of Complaint left in his hands this 29th day of April 1939.

Russell C. Turner,
Sheriff of A. A. Co.
Per:Kelly.

Answer of defendant --Filed April 29" 1939.

The Answer of Samuel R. Colbert, Defendant, to the Bill of Complaint, in this case exhibited, respectfully states unto your Honors, that he admits all the matters and facts contained in this Bill of Complaint, and that he consents to the passage of a Decree as prayed therein, without further delay.

And as in duty bound, etc.

Samuel R. Colbert,
Defendant.

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 29th day of May, 1939, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Samuel R. Colbert, defendant in the above entitled case, and made oath in due form of law, that the matters and facts stated therein are true to the best of his knowledge and belief and information.

Witness my hand and seal Notarial.

(Notarial Seal) Rebecca Medford
Notary Public.

Decree, appointing trustee to make sale.June 7, 1939 --- Filed June 7th. 1939.

This cause standing ready for hearing, and being submitted, the proceedings were read and considered by the Court:

And the Court being satisfied from these proceedings that it is to the best interests and advantage of all parties interested that the property in these proceedings mentioned should be sold.

It is thereupon, this 7th day of June, in the year 1939, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered and decreed that the said real estate and property in these proceedings mentioned, be sold; that Walter T. Schmidt be, and he is hereby appointed Trustee to make sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties to be approved by this Court, in the penalty of Three hundred Dollars($300.00), conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale privately or publicly, and if publicly, as follows: after having given at least three weeks notice by advertisement, inserted in such daily newspaper published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which terms shall be one-third cash, and the balance on ratification of the said sale by this Court, and as soon as may be convenient after such private or public sale the said trustee shall return to this Court a full and particular account of the proceedings relative to such sale, with an annexed affidavit of the truth thereof and 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, his, her or thier heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff, defendant, and all those claiming by, from or under them, or any of them, and the said trustee shall bring into this Court the money arising from said sale, to be distributed under direction of this Court, after deducting the costs of this suit and such commission to the said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Ridgely P. Melvin, Judge.

Trustees Bond --Filed and Approved 21st. June, 1939.

Know All Men by these Presents:

That we Walter T. Schmidt, Hotel Maryland, Annapolis, Md. as Principal, and Glens Falls Indemnity Company, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Hundred and 00/100ths ($300.00) 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, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 16th day of June nineteen hundred and thirty nine.

Whereas, by virtue of a power of sale contained in a Decree of Court in No. 7810 Equity, in the Circuit Court for Anne Arundel County, Md. George Smith et al vs. Samuel R. Colbert bearing date on or about the 7th day of June nineteen hundred and thirty nine the said Walter T.

Schmidt is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said Decree and the said Princial is about to execute said power and make sale of the property described as aforesaid in said Decree.

Now the Condition of the above Obligation is such, That if the above bounden Walter T. Schmidt do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such property or the proceeds there of, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Walter T. Schmidt (Seal)

(Corporate Seal) Glens Falls Indemnity Company

M. A. Brown, Attorney.

Report of Sale. Consent to immediate ratification, and Order of Court thereon.

Filed July 1st. 1939. Order July 7, 1939.

To the Honorable, the Judge of said Court:

The report of Walter T. Schmidt, Trustee in the above entitled cause with the power to make sale of the real estate mentioned therein by virtue of the decree passed therein on the 7th day of June, 1939, respectfully shows:

1. That after giving bond with security for the faithful performance of his duties, and after having complied with all the other prerequisites as required by law and prescribed by the said decree, your Trustee was approached with an offer of Two Hundred Dollars for the property mentioned in these proceedings, and considering this offer of Two Hundred Dollars for private sale, to be to the best interests of all parties hereto, and agreeable to all the said parties, your Trustee agreed to sell the said property to Asbury Harris, at and for the sum of Two Hundred Dollars, and did accept the said purchase money in full from the said Asbury Harris, subject to the ratification of said sale by this Honorable Court.

Respectfully submitted,

Walter T. Schmidt, Trustee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 30th day of June, 1939, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Walter T. Schmidt, Trustee in the above entitled cause, named in the above report of sale, and made oath in due form of law, that the things and matters state in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made, and to the best interest of all parties hereto.

Witness my hand and seal notarial

(Notarial Seal) Rebecca Clatanoff

Notary Public.

We, the undersigned parties of interest in these proceedings, all being over 21 years of age, do hereby consent to the immediate ratification of the sale made of the property in these proceedings mentioned, without further delay.

George Smith
Cora L. Johnaon
Asbury Harris
Samuel R. Colbert

I hereby consent to immediate ratification of the sale made to me by Walter T. Schmidt,

Trustee, at and for the sum of Two Hundred Dollars, without publication.

Asbury Harris, Purchaser.

Final Order on Report of Sale.

Ordered by the Court, this 7th day of July, 1939, by the Circuit Court for Anne Arundel County, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed, the consent of all parties of interest to immediate ratification having been filed herewith; and the Trustee allowed the usual commissions and such proper expenses as he shall provide vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account -- Filed August 25th 1939.

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.

Laura R. Jickling, Auditor.

Dr. George Smith, et al, vs. Samuel R. Colbert in ac. with Walter T. Schmidt, Trustee.

To Trustee for Commissions	$	$14.00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's Appearance fee	10.00	
Clerk of Court -costs	10.65	
To Sheriff of Anne Arundel County - costs	.95	
Auditor	4.50	26.10
To Trustee for Expenses, viz:		
Thos. O. Gott, Agent,-bond premium	10.00	
Rebecca Clatanoff - Notary fee	.50	10.50
To Trustees of St. Paul's Tabernacle No. 17 of the Order of Galilean Fishermen - net proceeds of sale		149.40
		$200.00
		$200.00

Dr. June 30 1939 Proceeds of sale $200.00

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 25 day of August, 1939, 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.

Ridgely P. Melvin, Judge.

Petition to distribute proceeds of sale, and Order of Court thereon. Filed Oct. 30th. 1939

To the Honorable, the Judge of said Court:

The petition of Walter T. Schmidt, Trustee, respectfully represents unto your Honor:

1. That by order of Court herein, your petitioner was appointed trustee with the power to sell certain real estate mentioned herein, that he sold said real estate, reported the sale to this court, and Final Order of Ratification of the Auditor's Report and Account was signed by this Court on the 25th day of August, 1939.

2. That distribution of the proceeds of sale after payment of all expenses awaits fur-

ther order of this Court, and the amount stated to be distributed is $149.40, payable to the Trustees of St. Paul's Tabernacle No. 17 of the Order of Galilean Fishermen.

3. That the said surviving Trustees are all parties to this suit, as will be seen by reference to the Bill of Complaint and answer filed herein.

Wherefore your petitioner prays that an order be passed herein directing your Petitioner as Trustee, to distribute the balance of the proceeds of sale equally among the four named survivors.

And as in duty bound, etc.

Walter T. Schmidt, Trustee

ORDER OF COURT

The foregoing petition having been read and considered by the Court, it is thereupon, this 30th day of October, in the year 1939, by the Circuit Court for Anne Arundel County, sitting in Equity, Ordered that Walter T. Schmidt be, and he is hereby directed to pay unto George Smith, Cora Johnson, Asbury Harris and Samuel R. Colbert, each the sum of Thirty-seven Dollars and thirty-three cents, as final distribution of the balance of the proceeds of sale held by him as Trustee.

Ridgely P. Melvin, Judge.

In The Matter of the Sale of the Mortgaged Real Estate of Philip E. Mitchell and Elsie May Mitchell, His Wife.	:	No. 7818 Equity. In The Circuit Court for Anne Arundel County.

Mr. Clerk:

Please docket this suit, file the within mortgage, pass upon and file the accompanying bond.

George E. Rullman.

Ex

Mortgage -- Filed May 8 1939.

This Mortgage, Made this twenty-sixth day of January, in the year nineteen hundred and thirty-one, between Philip E. Mitchell and Elsie May Mitchell, his wife, of Anne Arundel County, State of Maryland, mortgagors, and the Annapolis and Eastport Building Association, of the City of Annapolis, Maryland, a body corporate under the Laws of said State, mortgagee.

Whereas, the said Philip E. Mitchell and Elsie May Mitchell, his wife, being the holders of fourteen shares of unredeemed stock of said Association and a member thereof, have received from it an advance of Seven Hundred dollars, which is the full par value of said fourteen 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 fourteen shares of stock to said Association in accordance with its present constitution, said mortgagors have agreed to execute this mortgage-- the execution hereof being a condition precedent of said advance being made by said Association.

Now therefore, this Mortgage Witnesseth, That in consideration of the premises and the sum of one dollar, the said Philip E. Mitchell and Elsie May Mitchell, his wife, do hereby grant and convey unto the said Annapoli _ and Eastport Building Association, its successors and assigns,

All that lot of ground situate on the southeast side of Chester Avenue, in the Village

of Eastport, Second Election District of Anne Arundel County, State of Maryland, being the eastern half of lot No. 165 on John Duvall's Plat of Eastport, filed in Plat Book No. 1, Section 1, folio 11, of Anne Arundel County, and described as follows:-

Beginning for the same at a point on the southeast side of said Chester Avenue 170 feet from the south corner of said Avenue and Sixth Street, said point of beginning being in the division line of lots Nos. 165 and 164, as shown on said plat, - and running from thence with said division line southeasterly 132 feet; thence at right angles, southwesterly, 42½ feet; thence at right angles, northwesterly, 132 feet to the southeast side of said Chester Avenue; thence with the southeast side of said Chester Avenue northeasterly 42½ feet to the point of beginning.

Being the property which was conveyed to the said Philip E. Mitchell and Elsie May Mitchell, his wife, by Charles F. Lee and Lottie E. Lee, his wife, by deed dated the 30th day of September, 1920, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 37 folio 74.

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 Three and 50/100 Dollars 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 Seven 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 Philip E. Mitchell and Elsie May Mitchell, his wife, by the said Association in accordance with its charter, constitution and by-laws, which are made a part of this mortgage, for failure to pay each and every of said weekly sums at the time limited, or perform any other obligation required of them hereunder, or under said constitution and by-laws, and to keep the buildings on said lot of ground insured against loss or damage by fire to at least the amount of Seven Hundred dollars, and have the policy of insurance so endorsed or assigned that the same shall enure to the benefit of said mortgagee, its successors or assigns in the event of loss or damage, to the extent of its or their claim hereunder.

The said weekly payments shall continue to be made as herein specified, and the covenants shall remain in force until the aggregate of the weekly sums aforesaid paid by said mortgagors, during the continuance of this mortgage, exclusive of all fines, penalties and liabilities imposed hereunder, shall amount to the said advanced sum and the interest chargeable thereon.

And it is agreed that until default be made in the premises, the said mortgagors may use and occupy the hereby mortgaged property.

But if default be made in the payment of any of the said weekly sums of money, or in the performance of the covenants or conditions herein mentioned on the part of the said mortgagors, or either of them, then the whole mortgage debt hereby intended to be secured, shall be deemed due and demandable and the said mortgagee, its successors or assigns or Ridgely P. Melvin, 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 fifty dollars, and a commission to the party making the sale of said property, usually allowed trustees for making sale of property by virtue of a decree of a Court of Equity jurisdiction, in the State of Maryland; secondly, to the payment of all taxes and other public dues or debts charged against said property to the day of sale; then to the payment of all claims and demands of said mortgagee, whether then matured or not, and the balance, if any, to be paid to the said mortgagors, or 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 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 Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said mortgagee, its successors or assigns, or Ridgely P. Melvin, 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 hands and seals of the mortgagors.

Test: Philip E. Mitchell (Seal)

Laura R. Jickling Elsie May Mitchell (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this thirtieth day of January, in the year nineteen hundred and thirty-one, before me, a Notary Public of the State of Maryland, in and for the county

aforesaid, personally appeared Philip E. Mitchell and Elsie May Mitchell, his wife, and acknowledged the foregoing mortgage to be their act.

And at the same time also personally appeared T. Roland Brown, 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.

(Notarial Seal) Laura R. Jickling,
Notary Public.

For value received, The Annapolis & Eastport Building Association of the City of Annapolis, Maryland, a body corporate, hereby assigns the foregoing mortgage and the debt thereby secured to George E. Rullman for purposes of foreclosure, this 5th day of May, 1939.

Attest: (Corporate Seal) The Annapolis & Eastport Building Association of the City of Annapolis, Maryland,

Tilden O. Atwell
Secretary-Treasurer.

By T. Roland Brown, Pres.

Received for Record 8 day of May, 1939, at 12 o'clock M. and the same day recorded in Liber F. S. R. No. 80, Fol, 105, Land Records of Anne Arundel County.

John H. Hopkins, 3rd. Clerk.

Bond -- Filed and Approved 8th. May 1939

Know all Men by these Presents:

That We, George E. Rullman, of Anne Arundel County, 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 Two 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 sixth day of May, in the year of our Lord nineteen hundred and thirty-nine.

Whereas, the above bounden, George E. Rullman, by virtue of a power contained in a mortgage from Philip E. Mitchell and Elsie May Mitchell, his wife, to Annapolis & Eastport Building Association, dated January 26, 1931, and recorded in Liber F. S. R. No. 80 folio 103 etc., one of the Land Record Books of Anne Arundel County, and assigned to said George E. Rullman, 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 George E. Rullman is about to execute the power vested in him in said mortgage.

Now The Condition of the Above Obligation is Such, that if the above bounden 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 (Corporate Seal) George E. Rullman (Seal)

Ruby W. Chaney

Maryland Casualty Company

Per Chas. F. Lee of Chas. F. Lee & Co., Agts.

Statement of Mortgage Debt. -- Filed May 8th. 1939.

Annapolis, Md., May 6, 1939.

Philip E. Mitchell and Elsie May Mitchell, his wife,

To The Annapolis & Eastport Building Association of the City of Annapolis, Maryland, Dr.

To amount of mortgage	$700.00
To interest	21.70
	$721.70

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this sixth day of May, 1939, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Tilden O. Atwell, Secretary-Treasurer of the Annapolis and Eastport Building 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,

(Notarial Seal) Ruby W. Chaney

Notary Public.

Assignee's Report of Sale. -- Filed May 31"1939

To The Honorable, The Judges of Said Court:-

The Report of Sale of George E. Rullman, Assignee of the mortgage filed in these proceedings, respectfully shows:-

(1). That under and by virtue of the power of sale contained in a mortgage from Philip E. Mitchell and Elsie May Mitchell, his wife, dated the 26th day of January, 1931, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 80 folio 103, the said George E. Rullman, as the Assignee of said mortgage, by short assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given 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 also by handbills distributed throughout the vicinity of the property and elsewhere, did on Wednesday, May 31st, 1939, at eleven o'clock A. M., at the Court House door, in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said George E. Rullman, Assignee as aforesaid, then and there sold the said property to the Annapolis & Eastport Building Association of the City of Annapolis, Maryland, at and for the sum of Nine Hundred Dollars ($900.00), it being at that figure the highest bidder therefor, the said property being the following:

All that lot of ground situate on the southeast side of Chester Avenue, in the Village of Eastport, Second Election District of Anne Arundel County, State of Maryland, being the eastern half of lot No. 165 on John Duvall's Plat of Eastport, filed in Plat Book No. 1 Section 1 folio 11, of Anne Arundel County, and described as follows:

Beginning for the same at a point on the southeast side of said Chester Avenue and Sixth Street, said point of beginning being in the division line of lots Nos. 165 and 164, as shown on said plat, -and running from thence with said division line southeasterly 132 feet; thence at right angles, southwesterly, 42½ feet; thence at right angles, northwesterly, 132 feet to the southeast side of said Chester Avenue; thence with the southeast side of said Chester Avenue northeasterly 42½ feet to the point of beginning.

Being the property which was conveyed to the said Philip E. Mitchell and Elsie May Mitchell

his wife, by Charles F. Lee and Lottie E. Lee, his wife, by deed dated the 30th day of September, 1920, and recorded among the aforesaid Land Records in Liber W. N. W. No. 37 folio 74.

(2). And the said Assignee further reports that he has received from the purchaser the deposit of $200.00 required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

"Terms of Sale: A deposit of $200.00 will be required of the purchaser on the day of sale, and the balance of the purchase money, with interest thereon at the rate of six per cent. per annum, to be paid in cash upon final ratification of sale.

Taxes to be adjusted to day of sale."

Respectfully submitted,

George E. Rullman,
Assignee.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 31st day of May, 1939, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

Witness my hand and Seal Notarial,

(Notarial Seal) Ruby W. Chaney

Notary Public.

Advertisement of Sale, Auctioneer's Certificate and Purchaser's Agreement, Filed June2" 1939.

George W. Scible, Auctioneer
Assignee's Sale of valuable Residence Property located on Chester Avenue, Eastport, Maryland.

Pursuant to and by virtue of the power of sale contained in a mortgage from Philip E. Mitchell and Elsie May Mitchell, his wife, dated the 26th day of January, 1931, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 80, folio 103, the undersigned as the Assignee of said mortgage, by short assignment recorded at the foot of said mortgage, to make sale of the property therein described, default having occurred thereunder, will offer for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Wednesday, May 31, 1939, at 11 o'clock, A. M., all of the property described in said mortgage; namely:

All that lot of ground situate on the southeast side of Chester Avenue, in the Village of Eastport, Second Election District of Anne Arundel County, State of Maryland, being the eastern half of lot No. 165 on John Duvall's Plat of Eastport, filed in Plat Book No. 1 Section 1 folio 11, of said County, said lot having a frontage on said Avenue of 42½ feet and a uniform depth of 132 feet. Being the property which was conveyed to the said Philip E. Mitchell and Elsie May Mitchell, his wife, by Charles F. Lee and Lottie E. Lee, his wife, by deed dated the 30th day of September, 1920, and recorded among the aforesaid Land Records in Liber W. N. W. No. 37 folio 74.

Said lot of ground is improved by a two story frame dwelling.

Terms of Sale: A deposit of $200.00 will be required of the purchaser on the day of sale, and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon final ratification of sale.

Taxes to be adjusted to day of sale,

George E. Rullman, Assignee.
Lee Building, Annapolis, Md.

I, as Auctioneer, hereby certify that I did sell the within described property at the

Court House Door, Annapolis, Maryland, on May 31, 1939, at public sale, and did then and there sell the said property to the Annapolis and Eastport Building Association at and for the sum of Nine Hundred Dollars ($900.00), it being then and there the highest bidder therefor.

Witness: Granville Lee Meredith. Geo. W. Scible, Auctioneer

May 31, 1939.

We hereby certify that we have this day purchased the within described property from George E. Rullman, Assignee, at and for the sum of $900.00), and we hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

Attest: (Corporate Seal) The Annapolis & Eastport Building Association

Tilden O. Atwell of the City of Annapolis, Maryland.

Secretary. By T. Roland Brown, President.

ORDER NISI

Ordered, this 31st day of May, 1939, that the sale of the real estate mentioned in these proceedings, made and reported by George E. Rullman, Assignee, be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 1st day of July 1939; 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 July 1939.

The report states the amount of sales to be Nine Hundred Dollars ($900.00).

John H. Hopkins, 3rd. Clerk.

Certificate of Publication Annapolis, Md., July 5, 1939

We hereby certify, that the annexed Order Nisi--Philip E. Mitchell & wife,--No. 7818 Equity--Sale--was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 1st day of July, 1939. The first insertion being made the 1st day of June, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered by the Circuit for Anne Arundel County, in Equity, this 7th day of July 1939, that the sale made and reported by George E. Rullman, Assignee, 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 it is hereby further Ordered that the said Assignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account - Filed July 10th. 1939.

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.

Laura R. Jickling,

Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Philip E. Mitchell and Wife in ac. with George E. Rullman, Assignee

To Assignee for fee	$50.00	$
To Assignee for commissions	54.00	104.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Costs	12.15	
Clerk of Court - recording assignment	.75	
Auditor	9.00	31.90
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	21.00	
Capital-Gazette Press -handbills	5.50	
Capital-Gazette Press order nisi on report of sale	5.00	
Capital-Gazette- Press order nisi on -auditor's acct	5.00	
C. F. Lee & Co., Agent bond premium	10.00	
George W. Scible Auctioneer	11.00	
Ruby W. Chaney notary fees	1.00	58.50
To Assignee for Benefit Charges, viz:		
Anne Arundel County Sanitary Commission- water rent to 6/1/39		5.70
To Annapolis & Eastport Building Ass'n., mortgagee - on account mortgage claim		699.90
		$900.00

Amount of mortgage claim filed	$721.70
Cr. Amount allowed as above	699.90
Balance subject to decree in personam	$ 21.80

Cr. May 31, 1939 Proceeds of Sale $900.00

ORDER NISI

Ordered, This 10th., day of July, 1939, 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 11th 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 published in Anne Arundel County, once in each of three successive weeks before the 11th day of August next.

John H. Hoplins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., August 4, 1939.

We hereby certify, that the annexed Order Nisi - Sale- Philip E. Mitchell & wife Auditor's Account - No. 7818 Equity was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of August, 1939. The first insertion being made the 11th day of July, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 15 day of August, 1939, 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 Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

Henry Kollman, et al	:	No. 7819 Equity.
vs.	:	In the Circuit Court for
The First Lithuanian Bldg, Assn.	:	Anne Arundel County.

Petition -- Filed May 10th. 1939

To The Honorable, The Judge of Said Court:-

The petition of William F. Broening, Receiver of The First Lithuanian Building Association of Baltimore City, by his counsel, Lawrence S. Kaufman, respectfully represents:

First: That among the assets of this Receivership is the fee simple farm property, located in Anne Arundel County, District #4, State of Maryland, a farm of about 68 acres with improvements thereon on the east side of Ridge Road, south of Harman Station, being the same lot of ground which was acquired by your petitioner as the result of a foreclosure proceeding instituted against John Janowiak and wife; the deed for which property, from C. Morris Harrison, Trustee, to William F. Broening, Receiver of The First Lithuanian Building Association of Baltimore City, was recorded among the Land Records of Anne Arundel County, Maryland, February 27, 1939; that your petitioner has made diligent efforts to sell the said property and has finally obtained an offer for the same from Silas D. Holland and Mary S. Holland, his wife, in the amount of Two Thousand ($2000.00) Dollars, with a cash deposit of One Hundred ($100.00) Dollars, the balance to be paid after final ratification of the sale by this Court.

Eq

Second: That your petitioner has had this property appraised by J. Henry Strohmeyer, a licensed real estate broker of Baltimore City, Maryland, and by Charles F. Lee, a licensed real estate broker of Anne Arundel County, Maryland, whose appraisement of said property is in the amount of Two Thousand ($2000.00) Dollars, and is attached hereto.

Third: That the improvements consist of a dwelling house, barn, etc., in a bad state of repair, the roof leaks, the paper is hanging off the wall, and unless numerous and costly improvements are made, it is in an uninhabitable state.

The land itself has not been cultivated for some years, and in its present condition, is nonproductive unless a large amount of money is spent for fertilizer, etc., to enrich the soil.

That in the opinion of your petitioner, the above mentioned price of Two Thousand ($2000.00) Dollars is a fair and reasonable one, and it is to the best interest and advantage of the estate that the said offer be accepted.

Wherefore your petitioner prays this Honorable Court to pass an order authorizing and empowering him to sell the above mentioned property to the said Silas D. Holland and Mary S. Holland, his wife, at and for the sum of Two Thousand ($2000.00) Dollars cash, the said sale to be made, however, under the Nineteenth Equity Rule.

And as in duty bound, etc.

Wm. F. Broining
Receiver of The First Lithuanian
Building Association of Baltimore City

Lawrence L Raufmur
Counsel to the Receiver

We, the undersigned, the first, J. Henry Strohmeyer, a licensed real estate broker of Baltimore City, Maryland, and the second, Charles F. Lee, a licensed real estate broker of Anne Arundel County, Maryland, both familiar ~~familiar~~ with the value of farms, do hereby certify that they are now and for a long time prior hereto have been engaged in the business of appraising real estate; that they have examined the property in Anne Arundel County, District #4, State of Maryland, a farm of 68 acres with improvements thereon on the east side of Ridge Road, south of Harman Station, for Honorable William F. Broening, Receiver of The First Lithuanian Building Association of Baltimore City, and that, in their opinion, the sum of Two Thousand ($2000.00) Dollars is a good price for said property, in its present condition, and that said Receiver should accept the offer referred to in the aforegoing petition .

Dated: This 3rd. day of March, 1939.

Henry Strohmeyer

Charles F. Lee
Annapolis, Md.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 4th day of March, 1939, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared William F. Broening, Receiver of The First Lithuanian Building Association of Baltimore City, 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, information, and belief.

As Witness, my hand and Notarial Seal.

(Notarial Seal) Minnie M. Gary

Notary Public.

ORDER

Upon the aforegoing petition, affidavit, and certificate, it is, this 8th day of March, 1939, by the Circuit Court No. 2 of Baltimore City.

Ordered, That William F. Broening, Receiver of The First Lithuanian Building Association of Baltimore City, be, and he is hereby authorized and empowered to sell to the said Silas D. Holland, and Mary S. Holland his wife, at and for the sum of Two Thousand ($2000.00) Dollars cash, the fee simple farm property, located in Anne Arundel County, Maryland, referred to in the aforegoing petition, but said sale to be made subject, nevertheless, to final ratification under the Nineteenth Equity Rule.

And it is Further Ordered, That said Receiver be and he is hereby authorized and empowered to pay an appraiser's fee of Ten ($10.00) Dollars to J. Henry Strohmeyer, a licensed real estate broker of Baltimore City, Maryland, and also an appraiser's fee of Ten ($10.00) Dollars to Charles F. Lee, a licensed real estate broker of Anne Arundel County, Maryland.

Rowland K. Adams , Judge.

State of Maryland, City of Baltimore, SS:

I, Charles A. McNabb, Clerk __the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Petition & Order of Court, passed the 8th day of March 1939 now on file in this office in the cause therein

In Testimony Whereof, I hereto set my hand and affix the seal of said Circuit Court No. 2, this 6th day of May, A. D. 1939

(Corporate Seal) Charles A. McNabb, Clerk.

To the Honorable, The Judge of Said Court:

The Report of Sale of William F. Broening, Receiver

of The First Lithuanian Building Association of Baltimore City, respectfully represents:

First: That in pursuance of the authority vested in him by virtue of the order passed in these proceedings on March 8th 1939, the said Receiver did sell the fee simple farm property, located in Anne Arundel County, District #4, State of Maryland, a farm of about 68 acres with improvements thereon on the east side of Ridge Road, south of Harman Station, at private sale to Silas D. Holland and Mary S. Holland, his wife, at and for the sum of Two Thousand ($2000.00) Dollars, which was the highest price obtainable therefor at private sale. Amount of private sale $2000.00

Lawrence S. Kaufman
Counsel to the Receiver

Wm. F. Broening
Receiver of The First Lithuanian Building Association of Baltimore City.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 4th day of March, 1939, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared William F. Broening, Receiver of The First Lithuanian Building Association of Baltimore City, and made oath in due form of law 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.

(Notarial Seal) Minnie M. Gary
Notary Public.

State of Maryland, City of Baltimore, SS:

I, Charles A. McNabb, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Report of Sale, filed the 8th day of March 1939, now on file in this office in the cause therein

In Testimony Whereof, I hereto set my hand and affix the seal of said Circuit Court No. 2, this 6th day of May, A. D. 1939.

(Corporate Seal) Charles A. McNabb, Clerk.

Ordered, that the private sale of the property mentioned in these proceedings, made to Silas D. Holland and Mary S. Holland, his wife, and reported by William F. Broening, receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of April, 1939; 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 1st day of April, 1939.

The report states the amount of private sale to be $2000.00.

Rowland K. Adams

True Copy Test:

Charles A. McNabb, Clerk

Baltimore, March 23rd., 1939

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court No. 2 of Baltimore City, Case of Henry Kollman,et al vs. The First Lithuanian Building Association was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 1st day of April, 1939

First insertion March 9th, 1939

The Daily Record

(Copy) Per Authur M. Stevenson, 3rd.

State of Maryland, City of Baltimore, SS:

I, Charles A. McNabb, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Certificate of Publication, filed the 10th day of April 1939, now on file in the cause therein

In Testimony Whereof, I hereto set my hand and affix the seal of said Circuit Court No. 2, this 6th day of May, A. D. 1939.

(Corporate Seal) Charles A. McNabb, Clerk.

Ordered by the Circuit Court No. 2 of Baltimore City, this 10th day of April, 1939, 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 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.

Rowland K. Adams.

State of Maryland, City of Baltimore, SS:

I, Charles A. McNabb, 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 the the 8th day of March 1939, and Finally ratified and confirmed on the 10th day of April 1939. now on file in this office in the cause therein

In Testimony Whereof, I hereto set my hand and affix the seal of said Circuit Court No. 2, this 6th day of May, A. D. 1939.

(Corporate Seal) Charles A. McNabb, Clerk.

For further proceedings see Liber J.H.T. No. 48, folio 405, etc.

Howard H. Willey	:	No. 7824 Equity
vs.	:	In the Circuit Court For
Thelma Beatrice Willey and Betty Lou Willey, an infant.	:	Anne Arundel County.

Bill of Complaint --Filed May 18th 1939.

To the Honorable, the Judge of said Court:

Ex

Howard H. Willey, through Irving H. Mezger, his attorney, respectfully represents unto your Honor:

First: That the plaintiff, Howard H. Willey, and the defendant, Thelma Beatrice Willey, are related as husband and wife, and the defendant, Betty Lou Willey, who is five years old, is their infant child.

Second: That the said Howard H. Willey, on or about the 25th day of January, 1938, purchased in fee-simple from Margaret A. Flood, widow, three unimproved lots of ground, known as Lots Numbers 25, 26 and 27 in Section C of Brooklyn Heights, situate and lying in the Fifth Election District of Anne Arundel County, in the State of Maryland.

Third: That the said Howard H. Willey paid to the said Margaret A. Flood for the purchase of the said lots the sum of Three Hundred ($300.00) Dollars, all of which was his own money and none of which belonged either to his wife, the said Thelma Beatrice Willey, or to his infant daughter, the said Betty Lou Willey.

Fourth: That after the payment of the purchase money aforesaid, the plaintiff instruct-

ed the attorney drawing the deed to convey the lots from the said Margaret A. Flood, widow, to Thelma Beatrice Willey and Betty Lou Willey, the said defendants.

Fifth: That as a result of the instruction so given by the plaintiff to the attorney in the manner aforesaid and by virtue of a deed from Margaret A. Flood, widow, to the said defendants, dated January 25th, 1938, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 178, Folio 16, etc., the legal title to the aforesaid lots become vested in fee-simple in the defendants, Thelma Beatrice Willey and Betty Lou Willey, as joint tenants, which deed is filed her_with and prayed to be taken as a part hereof, and marked "Complainant's Exhibit No. 1."

Sixth: That the plaintiff's intention in having the lots conveyed to his wife and infant child, the defendants, was so that they would become vested with the legal title in the manner granted in the event that he should predecease both of the defendants.

Seventh: That it was not the plaintiff's intention to make a gift of the lots to his wife and child during his lifetime and it was so understood by his wife, the defendant Thelma Beatrice Willey, and agreed by her that in the event that the plaintiff's death occurred prior to both his wife's and child's she would become vested with the legal title as a joint owner with the said infant defendant and in such an event she would preserve and protect the interest of their infant daughter, the said Betty Lou Willey, defendant.

Eighth: That due to the tender years of the defendant, Betty Lou Willey, the plaintiff labored under the impression and belief, both at the time of the conveyance hereinbefore mentioned and until recently, that he had the absolute and unlimited right to exercise complete control and authority over his said infant child and make disposition of the interest in the property granted to her in the manner aforesaid; and he further believed that he had the right to grant, convey, mortgage, etc. such interest in his own name and in pursuance of such belief he caused the aforesaid conveyance to the defendants to be effected.

Ninth: That the plaintiff desired to make improvements on the said lots and upon making application to a loan agency for the money necessary to make the desired improvements he learned for the first time that he had no legal title in and to the aforesaid property and could not convey or in any way encumber the interest of the said defendants merely because he was the respective husband and father of the said Thelma Beatrice Willey and Betty Lou Willey.

Wherefore, your Complainant respectfully prays:

(a) That the deed from Margaret A. Flood, widow, to Thelma Beatrice Willey and Betty Lou Willey, dated January 25th, 1938 and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 178, Folio 16, etc. be declared null and void and that the property described therein be declared to belong to the plaintiff, the said Howard H. Willey, absolutely as the true and lawful owner thereof.

(b) That a Trustee be appointed by this Honorable Court to convey the fee-simple property hereinbefore described to the plaintiff, the said Howard H. Willey, by a good and sufficient deed.

(c) That the Complainant may have such other and further relief as the nature of his case may require.

May it please your Honor to grant unto your Complainant the Writ of Subpoena, directed to the said Thelma Beatrice Willey and the said Betty Lou Willey, Infant, residing at 9 West Heath Street, Baltimore City, Maryland, warning them to be and appear in this Honorable Court,

on some day certain, 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.,

Irving H. Mezger

Howard H. Willey,
Complainant.

Solicitor for Complainant

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 13th day of May, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Howard H. Willey, the Complainant in the aforegoing Bill of Complaint, and he made oath in due form of law, that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) A. Evelyn Bishop
Notary Public.

Complainants' Exhibit No. 1 -- Filed May 18th. 1939.-Int.Rev. Stamp .50--Md. Stamp .30

This Deed, made this 25th day of January, 1938, by and between Margaret A. Flood, widow of John T. Flood, of Anne Arundel County, State of Maryland, party of the first part, Grantor, and Thelma Beatrice Willey and Betty Lou Willey, of the City of Baltimore, State of Maryland, parties of the second part Grantees.

Witnesseth: That for and in consideration of the sum of Five Dollars and other valuable considerations, paid by the said parties of the second part to the said party of the first part, the receipt thereof is hereby acknowledged, the said Margaret A. Flood, widow, does hereby grant and convey unto the said Thelma Beatrice Willey and Betty Lou Willey, as Joint Tenants and not as Tenants in Common, the survivor of them, their heirs and assigns in fee simple, all those three (3) lots of ground, situate, lying and being in Anne Arundel County aforesaid, and described as follows, that is to say:

Lots numbered 25, 26 and 27 in Section C of Brooklyn Heights in the Fifth District of Anne Arundel County, Maryland, each having a frontage of twenty-five feet on Franklin Avenue with an even width for a depth of one hundred and twenty-five (125) feet to a ten (10) foot alley, Lot No. 27 being situated at the Southwest corner of First and Franklin Avenues, as by reference to the Plat of Brooklyn Heights recorded among the Plat Records of Anne Arundel County will more fully and particularly appear. Being the same three (3) lots of ground which were conveyed to John F. Flood (correctly known as John T. Flood) by John George Vogeler, and Carol W. Vogeler, his wife, by deed dated August 9th, 1928, and recorded among the aforesaid Land Records of Anne Arundel County in Liber F. S. R. No. 38, folio 256; the title to said property having become vested in the aforesaid Grantor, Margaret A. Flood, widow, under the Last Will and Testament of the late John T. Flood, dated April 14, 1930, and duly admitted to probate in the Orphans Court for Anne Arundel County July 30, 1930, and recorded among the Testamentary Records in Liber O. B. D. No. 4, folio 540.

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

To Have And To Hold the said lots of ground and premises, above described and mentioned,

and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Thelma Beatrice Willey and Betty Lou Willey, as Joint Tenants and not as Tenants in Common, the survivor of them, their heirs and assigns in fee simple forever.

And the said party of the first part hereby covenants that she has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed, that she will warrant specially the property granted; and that she will execute such other and further assurances of said land as may be requisite.

Witness the hand and seal of the said Grantor.

Test: Stella G. Williams

Margaret A. Flood (Seal)
Grantor.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 25th day of January, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Margaret A. Flood, widow, and duly acknowledged the aforegoing instrument to be her act and Deed.

Witness my hand and Notarial Seal.

(Notarial Seal) Stella G. Williams
Notary Public.

Maryland, Sct.

The State of Maryland

To Thelma Beatrice Willey & Betty Lou Willey, an infant 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 in the City of Annapolis, on the first Monday of June next, to answer the complaint of Howard H. Willey 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 May, 1939.

Issued 18th day of May, 1939.

(Corporate Seal) John H. Hopkins, 3rd.
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 5th day of June, 1939.

(I. H. Mezger Sol.) Returnable 1st Monday June 1939

Received 20th day of May, 1939 and forthwith delivered to the Sheriff of Baltimore City.

Test: M. Tudor Pittman, Clerk.

Summoned Thelma Beatrice Willey and a copy of the Process with a copy of the Bill of Complaint left with the defendant. Also summoned by reading summons to Betty Lou Willey Infant and a copy of the Process with a copy of the Bill of Complaint left with said Infant on the 22nd Day of May 1939 in the presence of Joseph Lycett. Also copy of the Process left with Thelma Beatrice Willey Mother of and party having care of said Infant named in writ.

Filed May 25" 1939. Joseph C. Deegan, Sheriff

Answer to Bill of Complaint -- Filed June 16"1939.

To the Honorable, the Judge of said Court: The Answer of Thelma Beatrice Willey, by

Julius A. Romano, her solicitor, to the Bill of Complaint against her in these proceedings filed, respectfully represents:

That Your Respondent admits the allegations contained in the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Paragraphs of the said Bill of Complaint.

Wherefore, Your Respondent, having fully answered the said Bill of Complaint, respectfully prays the Court that she may be hence dismissed.

And as in duty bound, etc.

Mrs. Thelma B. Willey,
Defendant.

Julius A. Romano
Solicitor for Defendant.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 16th day of June, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Thelma Beatrice Willey, one of the defendants in the above entitled cause, and made oath in due form of law that the matters and facts set forth in the aforegoing Answer are true and correct to the best of her knowledge and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) Solomon Edelstein
Notary Public.

Service of copy admitted this 16th day of June 1939--
Irving H. Mezger,
Attorney for Complainant.

Petition and Order Appointing Guardian ad Litem -- Filed June 16" 1939. Order June 19, 1939.

To the Honorable, the Judge of said Court:

The Petition of Plaintiff in this case respectfully represents unto your Honor:

First: That Betty Lou Willey, an infant, Defendant in this cause has been duly summoned.

Second: That said Betty Lou Willey, Infant Defendant, has no legal guardian.

Wherefore your Petitioner prays this Honorable Court to appoint a guardian ad Litem to appear and answer for said Infant Defendant, and suggests that J. Henry Zeller, who has no interest whatever in this suit be appointed Guardian ad Litem.

And as in duty bound, etc.

Irving H. Mezger
Solicitor for Plaintiff.

Ordered, by the Circuit Court of Anne Arundel County on this 18th day of June, 1939, upon the foregoing petition that J. Henry Zeller, be and he is hereby appointed Guardian ad Litem for the Infant Defendant named in the aforegoing Petition and he is hereby directed to appear and file his answer in her behalf.

Ridgely P. Melvin , Judge.

Answer of Guardian ad Litem -- Filed June 20th 1939.

To the Honorable, The Judge of said Court:

The Answer of Betty Lou Willey, the Infant Defendant named in the Bill of Complaint in this Court against her exhibited, by J. Henry Zeller duly appointed Guardian ad Litem respectfully represents unto your Honor:

That the Defendant being an Infant under the age of twenty-one years cannot admit nor deny the allegations set up in said Bill of Complaint and therefore submits her rights to the protection of this Honorable Court.

And as in duty bound, &c.,

J. Henry Zeller,
Guardian ad Litem.

Petition and Order to take Testimony -- Filed June 21"1939

To the Honorable, the Judges of the Circuit Court for Anne Arundel County:

The Plaintiff in this case respectfully show unto your Honors:

That he desires to take testimony before one of the standing Examiners of this Court to support the allegations of the Bill of Complaint filed in this case, which is now at issue.

Your Petitioner Howard H. Willey, therefore prays your Honors to pass an Order granting leave to the parties to take testimony in this case.

And as in duty bound, etc.

Irving H. Mezger

Solicitor for Plaintiff.

Upon the aforegoing Petition, it is this 22 day of June, 1939, Ordered that the parties to this cause have leave to take testimony as prayed before any one of the standing Examiners of this Court.

Ridgely P. Melvin, A. J.

Testimony for Plaintiff and Defendant, June 28th, 1939.-- Filed July 8" 1939

Present:

Mr. Irving H. Mezger, Solicitor for Plaintiff

Mr. Julius A. Romano, Solicitor for Defendant.

Mr. Henry Zeller, Guardian ad Litem.

Mr. Emanuel Klawans, Examiner.

Juliet D. Strahorn, Court Stenographer.

Witnesses:

Howard H. Willey, ----------2 to 4

Thelma B. Willey ---------- 5 to 7

Mr. Howard H. Willey, a witness of lawful age, the Plaintiff in the case, being first duly sworn, deposes and says:-

(Mezger) 1. State your name and residence ?

A. Howard H. Willey, 9 West Heath st., Baltimore, Md.

2. You are the Plaintiff in this case? A. Yes.

3. And your wife and daughter, Betty Lou Willey are the defendants? A. Yes.

4. This suit is to set aside a deed to certain property in Brooklyn Heights, do you remember when you purchased that property ?

A. January 25th, 1938.

5. What price did you pay for it? A. Three Hundred Dollars.

6. Was any part of that $300 money that belonged to your wife or to your daughter?

A. No sir.

7. At the time you purchased these lots did you give any instructions regarding the preparation of the deed?

A. No sir.

8. Who did you talk to regarding the deed to the property from the person you were buying from? A. I talked to Mrs Flood's Secretary and told him to put my wife's name and my daughter's name on the deed.

9. Who was Mrs. Flood's Secretary? A. Mr. Blair.

10. What instructions did you give to Mr. Blair?

A. To put my wife's and my child's name on the deed.

11. What did you understand would be the effect of putting your wife's name and child's name on the deed?

A. I did not think it would have any effect at all on getting my house built on the lots.

12. What interest did you understand you retained, if any, in that property?

A. I thought I had full control of the property.

13. Did you intend at that time, or have you intended at any time, to give that property to your wife and daughter? A. No sir.

14. How old is your daughter? A. Five years old.

15. What effect, if any, did you understand the placing of their name on that deed would have?

A. Not any while I was living.

16. If you were to die what did you understand the effect would be?

A. That the child would have an interest in the lots.

17. So, if I understand it correctly you did not want to give this property to your wife and daughter at the time you purchased it and paid the money, you instructed Mrs. Flood's Secretary to consult with the attorney to prepare the deed because in the event of your death you wanted the child to have the interest?

A. Yes.

18. When did you first learn that you did not have any interest or control over that property?

A. When I went to the Johnson Lumber Company to get an estimate on building our house, what the materials would cost and he said I would have to have the deed to the lots, and as soon as he saw the deed with my wife's and child's names he said they could not get in the Building Association, and that was as far as I could go then.

19. Then you made inquiries and found out the deed being in their names you actually had no interest in the property?

A. That's right.

20. What did you purchase these lots for?

A. To build the home on for my wife and child.

21. If this deed is set aside what do you intend to do with the property?

A. I intend to build on it as soon as I can get straightened out in the Building Association.

22. Do you think it would be to the interest of the child to have that deed set aside?

A. Yes, on account of having a home for my wife and child.

23. Is Betty Lou your only child? A. Only child.

24. Before you made inquiry concerning your rights in the property, after talking with the Johnson Lumber Company and the Financial Association regarding the building on it, what control did you think you exercised over the property?

A. I thought I had full control over the property and could take her name off any time it would be necessary.

25. Did you feel you could sell the property and mortgage it and in any way control it?

A. Yes.

26. You felt her interest was only a contingent interest in case of your death?

A. In case of my death.

27. You did give instructions that way but you understood that to be the effect of it?

A. Yes.

28. You are quite sure at no time did you intend to give this outright to your wife and daughter? A. That's right.

29. Is this the deed you secured from Mrs. Flood in the name of your wife, yourself and daughter? A. Yes.

30. That covers this property Lots 25--25--27 you are seeking to get the deed for in your own name? Sec. C Brooklyn Hts. 5th dstc. this county

A. Yes. ----Deed filed as Examiner's Exh. A.

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

A. No. Not that I know of.

Howard H. Willey.

Thelma B. Willey, a witness of lawful age, being first duly sworn, deposes and says:-

(Mr. Mezger) With the consent of your Attorney I would like to put Mrs. Willey on the stand as our witness.

1. State your name and residence ? A. Thelma B. Willey, Baltimore, Md.

2. Were you familiar with the transaction in regard to the purchase of property known as Lots 25--26--27 Section C, Brooklyn Heights, Anne Arundel County?

A. Yes.

3. Do you remember when they were purchased? A. January 25th, 1938.

4. Can you recall the consideration paid for them? A. Three Hundred Dollars.

5. Was the deed which was secured delivered at the same time that the money was paid?

A. The deed was prepared at the time the money was paid.

6. Was any part of that consideration of $300 your money or your daughter's money, Betty Lou's? A. No sir, it was all my husband's money.

7. Did you have any conversation with your husband at that time regarding this property?

A. No sir, he just told me he was putting my name and the baby's name on the deed?

8. What did you understand from that?

A. I understood in case of his death the baby would have a half interest in it, but I would have the controlling interest although her name was on the deed.

9. Did you understand at that time your husband was giving you the property? A. No sir.

10. What was your understanding?

A. That he would retain full control of it and do what he saw fit with it.

11. Did you understand he could mortgage it, sell it and have control over it without your consent or your daughter's consent?

A. Yes sir, I thought he could, could do with it as he wished.

12. If this deed is set aside and a deed re-conveying the property to Mr. Howard H. Willey, do you think that would be to the interest and advantage of your daughter and yourself?

A. Yes, I think would be to the interest of both of us.

13. When did you first find out Mr. Willey did not have full control and interest in the property?

A. When he went to get the material after he had dug the cellar.

14. Did you know it before that time? A. No sir.

15. Was it a surprise to you?

A. Yes sir it was a surprise to me because I thought he could build a house on it when he felt like it.

16. You wanted him to build a house on it? A. Yes, sure.

17. Did you know at the time of the purchase what his purpose in buying the lot was for?

A. Yes, it was to build a home for his family.

18. Is it your desire at this time both for your interest and your daughter's interest that this deed should be set aside?

A. Yes sir, so we can have a home.

19. Because there was no gift to you at the time and it belonged to your husband and you want him to have it?

A. Yes sir I want him to have it.

No Cross Examination.

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

A. No.

Thelma B. Willey.

There being no other witnesses to be examined, no further testimony desired at this time on behalf of either the Plaintiff or Defendants, this testimony is now closed and returned to the Court at request of Attorneys for both parties.

Witness my hand and seal this 7th day of July 1939.

Emanuel Klawans, (Seal)
Examiner.

Decree -- July 25, 1939. -- Filed July 25, 1939

The above entitled cause having come on for a hearing and testimony having been taken in the said proceedings and having been read and considered by the Court, it is this 25th day of July, nineteen hundred and thirty-nine, by the Circuit Court for Anne Arundel County, In Equity, adjudged, ordered and decreed that the Deed dated January 25th, 1938 and recorded among the Land Records of Anne Arundel County in Liber F. A. M., No. 178, Folio 16 from Margaret A. Flood, widow, to Thelma Beatrice Willey and Betty Lou Willey be, and the same is hereby, declared null and void, and that the rightful owner of the said fee-simple property known as lots Nos. 25, 26 and 27 in Section "C" of Brooklyn Heights, situated and lying in the Fifth Election District of Anne Arundel County, in the State of Maryland, is the said Howard H. Willey, Plaintiff in said cause; and that Irving H. Mezger be, and is hereby, appointed Trustee for the purpose of conveying said fee-simple property and all of the right, title and interest of the parties in and to this proceeding unto the said Howard H. Willey; and the said Trustee is hereby authorized and directed to execute, as such Trustee, a good and sufficient Deed granting and conveying the said fee-simple property and all of the right, title and interest from the parties hereto unto the said Howard H. Willey; and it is further ordered that the Plaintiff pay the costs of these proceedings.

Ridgely P. Melvin,
Judge.

Elbridge B. Donaldson, Assignee	:	No. 7825 Equity
vs.	:	In The Circuit Court For
William G. Griffith, and	:	Anne Arundel County.
Mary E. Griffith, his wife.	:	

Order to Docket Suit -- Filed May 19" 1939.

Mr. Clerk:

Please docket the above suit and file the attached mortgage and short-assignments as Exhibit "A".

Lloyd G. McAllister,
Solicitor for Petitioner

Exhibit "A" -- Filed May 19th. 1939.

This Mortgage, Made this 29th day of June in the year nineteen hundred and thirty-two by and between William G. Griffith and Mary E. Griffith, his wife, Mortgagors of Anne Arundel County in the State of Maryland, of the first part, and Bruner R. Anderson, Mortgagee, of the second part.

Whereas the said Bruner R. Anderson has this day loaned to the parties of the first part, One Hundred Dollars ($100.00), which said sum is to be paid on or before one year from the day of the date hereof; the interest on the same at 6% per annum to be paid annually; and for the purpose of securing the payment of said mortgage debt and interest this mortgage is executed, the execution hereof being a condition precedent to the making of said loan.

Ex

Now This Mortgage Witnesseth, that in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagee, his heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in Anne Arundel County County, aforesaid, and described as follows:

Being all that lot of ground originally containing forty acres of land and was conveyed to the said William G. Griffith and wife by Charles R. Griffith and wife by deed bearing date September 29, 1890 and is recorded among the Land Records of Anne Arundel County in Liber S. H. No. 38, folio 324, etc., save and excepting the portion heretofore sold amounting to about ten acres, the said Wm. G. Griffith having remarried to his present wife.

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

To Have and to Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, his heirs and assigns, forever, in fee simple.

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 One Hundred ($100.00) Dollars, and all interest thereon accured, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the Mortgagors, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue or in any part of either of them, at the time limited for the

payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, his 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 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 been 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.

Witness the hands and seals of the said Mortgagors.

Test: William G. Griffith (Seal)

Ernest R. Smoot. Mary E. Griffith (Seal)

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this 29th day of June in the year nineteen hundred and thirty-two before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William G. Griffith and Mary E. Griffith, His Wife, the the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Bruner R. Anderson, the Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

As Witness my hand and Notarial Seal.

(Notarial Seal) Ernest R. Smoot

Notary Public.

For value received I hereby assign the within Mortgage to Chester A. Albrecht, without recourse to me. Witness my hand and seal this 20th day of April, 1939.

Witness: E. G. Anderson. Bruner R. Anderson (Seal)

Received for Record 26 day of April 1939, at 11--10 o'clock A. M. and the same day recorded in Liber F. S. R. No. 103, Fol. 44, Land Records of Anne Arundel County.

John H. Hopkins, 3rd
Clerk.

For Value Received, I hereby assign the within Mortgage to Elbridge B. Donaldson, Assignee for purpose of foreclosure.

Witness: my hand and seal this 25th day of April, 1939.

Witness: Chester A. Albrecht (Seal)

Olive B. Shockey

Received for Record 26 day of April 1939, at 11-10 o'clock A. M. and the same day recorded

in Liber F. S. R. No. 103, Fol 44, Land Records of Anne Arundel County.

John H. Hopkins, 3rd. Clerk.

Statement of Mortgage Claim -- Filed June 16" 1939.

State_____ of the Mortgage Claim of Elbridge B. Donaldson, Assignee, under the Mortgage from William G. Griffith and Mary E. Griffith, his wife, to Bruner R. Anderson, dated June 29, 1932 and recorded among the Mortgage Records of Anne Arundel County in Liber F. S. R. No. 103, folio 41:

To amount of principal	$100.00
" interest thereon at 6% to June 14/1939	8.82
" recording two Assignments of mortgage	2.50
" Taxes (1939) paid by Assignee	28.05
Total	$139.37

Elbridge B. Donaldson, Assignee

Chester A. Albrecht, Assignee.

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify that on this 12th day of June, in the year one thousand nine hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Elbridge B. Donaldson, Assignee as aforesaid, and Chester A. Albrecht, Assignee as aforesaid, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As Witness my hand and notarial seal.

(Notarial Seal) Olive B. Shockey

Notary Public.

Bond --Filed and Approved 16th June, 1939.

Know all Men by these Presents:

That we, Elbridge B. Donaldson, as Principal, of Baltimore, Maryland 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 One Thousand and 00/100 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 Fifteenth day of June in the year of our Lord one thousand, nine hundred and thirty-nine

Whereas the above bounden Elbridge B. Donaldson by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Maryland, in Equity has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of Elbridge B. Donaldson, Assignee vs. William G. Griffith and Mary E. Griffith his wife now pending in said Court.

Now the Condition of the above Obligation is such that, if the above bounden Elbridge B. Donaldson 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.

Lloyd G. McAllister (Corporate Seal) Elbridge B. Donaldson (Seal)

A. Dawson, Witness to Surety.

United States Fidelity and Guaranty Co.

By Howard J. McNamara, Attorney-in-Fact.

Report of Sale --Filed June 20th. 1939.

The Report of Sale of Elbridge B. Donaldson, Assignee, made in the exercise of the power and authority vested in him by virtue of the mortgage referred to and filed in the above entitled cause, respectfully shows:

That default having occurred in said mortgage, after having given bond with security for the faithful performance of his trust, which was duly approved and after having complied with all other prerequisites as required by law and giving notice of the time, place, manner and terms of sale by advertisements inserted in "The Maryland Gazette", a newspaper published in Anne Arundel County, for more than twenty days before the sale, he did, pursuant to said notice attend at the Court House Door, Annapolis, Maryland on Monday, June 19, 1939 at eleven o'clock A. M., and then and there proceeded to sell said property described in said mortgage, that is to say:

The undersigned offered at public sale to the highest bidder, the property mentioned in said mortgage, being a small farm containing approximately twenty-nine and one-half acres, more or less, located in the Fourth Election District of Anne Arundel County, on the Quarter Field Road about two and one-half miles south of Glen Burnie, between Glen Burnie and Camp Meade and more particularly described or referred to in the advertisement of sale, a copy of which is hereto attached and made a part hereof and did then and there sell the fee simple property described in said advertisement of sale unto Emory W. Clark and Alverta L. Clerk, his wife, at and for the sum of Three Hundred and Seventy-five Dollars, ($375.00), they being the highest bidders therefor.

All of which is respectfully submitted.

Elbridge B. Donaldson, Assignee.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify - that on this 19th day of _____ in the year one thousand nine hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Elbridge B. Donaldson, Assignee as aforesaid, and made oath in due form of law that the matters and facts stated in the aforementioned Report of Sale, are true to the best of his knowledge and belief and that the sale reported was fairly made.

As Witness - my hand and notarial seal.

(Notarial Seal) William H. Albaugh,
Notary Public.

ORDER NISI

Ordered, this 20th day of June, 1939, That the sale of the property mentioned in these proceedings made and reported by Elbridge B. Donaldson, Assignee Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 21st 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 21st day of July next.

The report states that the amount of sales to be $375.00.

John H. Hopkins, 3rd. Clerk.

Certificate of Publication Annapolis, Md., July 10, 1939

We hereby certify, that the annexed Order Nisi -- Elbridge B. Donaldson, Assignee vs. Wm. G. Griffith & wife No. 7825 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the

21st day of July, 1939. The first insertion being made the 22nd. day of June, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered By The Court, This 25 day of July, 1939, that the sale made and reported by the Assignee 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 Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin,

Auditor's Report and Account -- Filed 9 August 1939.

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

Auditor.

Dr. Elbridge B. Donaldson, Assignee, vs. William G. Griffith and Wife in ac. with Elbridge Donaldson, Assignee.

To Assignee for fee	$ 25.00	$
To Assignee for commissions	25.00	50.50
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	11.55	
Auditor	9.00	30.55
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising order nisi on	42.00	
Capital-Gazette Press -report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
E. T. Newell & Co. - auctioneer	10.00	
Riggs, Rossman & Hunter, Inc.-- bond premium	10.00	
Notary fees	.75	
One-half Federal and State revenue stamps	.45	
Clerk of Court - recording assignments	2.50	75.70
To Assignee for Taxes, viz:		
1939 State and County ($28.05-adj)		13.25
To Chester A. Albrecht, assignee of mortgage -		
mortgage claim filed	108.82	
Interest to 6/19/39	.08	108.90
To William G. and Mary E. Griffith, mortgagors - this balance		96.10
		$375.00

Account brought forward $375.00

Cr. June 19, 1939.

Proceeds of sale $375.00

ORDER NISI

Ordered, This 9" day of August, 1939, 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 11" 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 11 day of September next.

John H. Hopkins 3rd., Clerk.

Certificate of Publication Annapolis, Md., Sept. 15, 1939

We hereby certify, that the annexed Order Nisi - Donaldson vs. Griffith -- Auditor's Acct - 7825 Eq. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of September, 1939. The first insertion being made the 10th day of August ,1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered By The Court, this 21 day of Sept. 1939, 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 Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

Charles H. Doing, Plaintiff, vs. Blanche I. Rowe, John B. Rowe, Ray Arnold, May Arnold, Julia Arnold, Carroll Arnold, Henry Arnold, Florence Arnold, Lenora Clark, Edna M. Higby, J. Kenneth Higby, Irving R. Clark, Rachel A. Clark, Norman W. Clark, M. Lillian Clark, Stanley J. Clark, Etta R. Clark, Willard A. Clark, Elizabeth A. Clark, Gertrude Chaney, Charles C. Chaney, Jr., Defendants.	No. 7763 In Equity In the Circuit Court for Anne Arundel County.

Eq

Bill of Complaint --Filed February 23rd., 1939

To the Honorable, the Judge of said Court:

Your orator, complaining, says:

That William A. Ray, late of Anne Arundel County, deceased, died on or about the 2nd day of March in the year 1929 leaving a last will and testament, by which he disposed of his entire estate.

That said will and testament has been duly admitted to probate by the Orphans' Court of Anne Arundel County and is now of record in the office of the Register of Wills of said County in Wills Liber O. B. D. No. 4,folio 403, &c., and that letters testamentary have been granted

thereon, all of which will fully appear by reference to a certified copy of said will, probate and letters testamentary herewith filed as part hereof, marked "Plaintiff's exhibit A".

That said decedent, as will appear by reference to his said will, devised twenty acres of his land to his son, Willis Alvin Ray, and all the rest, residue and remainder of his estate, whether real, personal or mixed, he devised and bequeathed to his wife, Rachel V. Ray, to be used, rented, encumbered, sold or otherwise disposed of by her as she may think best, for the benefit or support of herself or his children mentioned or named as beneficiaries therein, with the proviso that should his said wife, at the time of her death, not have used, sold or otherwise disposed of all of his estate, the balance should be equally divided, share and share alike, among his daughters, Mary Florence Arnold, Annie Elvira Clark, Virtie Irene Temple, Mildred Eva Ray and Lena Louisa Ray.

That the said Rachel V. Ray pre-deceased her said husband, William A. Ray, and your orator is advised that the said daughters of said decedent, who survived him, and the heirs at law or representatives of his daughter, Mary Florence Arnold, who pre-deceased him, upon his death became the sole absolute owners of the residue of his estate, which consists of all the lots, pieces or parcels of land located in the Fourth Election District of Anne Arundel County, which were granted and conveyed to him by James Revell, Trustee, by deed dated the 8th day of November in the year 1867 and recorded among the Land Records of Anne Arundel County in Liber G. E. G. No. 3, folio 451, and by Alexander Randall, Trustee, by deed dated the 29th day of November in the year 1872, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 7, folio 199, except the various pieces or parcels of land conveyed thereout during his life time, as appears upon the Land Records of said County.

That the said Virtie Irene Temple and her husband, Roy B. Temple, and the said Mildred Eva Ray, who is now known as Mildred Ray Celia, and the said Lena Louisa Ray, who is now known as Lena Ray Clark, and her husband, Robert Lee Clark, have sold to and have granted and conveyed unto your orator by deed, a certified copy of which is filed herewith, marked "Plaintiff's exhibit B", all of their right, title and interest in and to all of said land acquired under said will, except the piece or parcel thereof containing 1.734 acres previously conveyed by them and others to the Philadelphia, Baltimore and Washington Railroad Company by deed dated the 23rd day of September 1933 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 117, folio 284.

That the said Mary Florence Arnold pre-deceased her father, William A. Ray, leaving surviving her as her heirs at law or representatives, to whom her interest and estate in the property and estate of her father descended, three children, namely: Blanche I. Rowe , who intermarried with John B. Rowe, Ray Arnold, who intermarried with May Arnold, and R. Emory Arnold, who departed this life on or about April 16, 1934, intestate, leaving surviving him as his only heirs at law, his widow, Julia Arnold, and three children, namely: Carroll Arnold, unmarried, Henry Arnold, Unmarried, and Florence Arnold, unmarried, to whom his interest and estate in said property descended.

That the said Annie Elvira Clark departed this life on or about the 15th day of April, 1929, a widow, intestate, leaving surviving her as her heirs at law or representatives to whom her interest and estate in the property and estate of her father descended, six children, namely: Lenora Clark, unmarried, Edna M. Higby, who has intermarried with one J. Kenneth Higby, Irving R. Clark, who has intermarried with one Rachel A. Clark; Norman W. Clark,

who has intermarried with one M. Lillian Clark; Stanley J. Clark, who has intermarried with one Etta R. Clark; and Willard A. Clark, who has intermarried with one Elizabeth A. Clark; and two grandchildren, namely: Gertrude Chaney, unmarried, and Charles C. Chaney, Jr., the only children of Ashsah Stella Chaney, who pre-deceased her mother, the said Annie Elvira Clark, having died on or about October, 1924.

That said property is unoccupied and has been for sometime, and does not produce any income, and is not susceptible of partition without material loss to the parties in interest, and that, therefore, it is for the best interest of all of the parties concerned that it be sold, in order to make division thereof, and the proceeds therefrom divided among the parties hereto according to their several interest or invested for those who are minors under the supervision of this Honorable Court.

That your orator is informed that all the parties to this cause are suri juris except Charles C. Chaney, Jr. and Florence Arnold, who are minors, and all or them are residents of the State of Maryland except Irving R. Clark and Rachel A. Clark, who are residents of the District of Columbia.

To the end, therefore,

(1) That a decree may be passed for the sale of the said real estate.

(2) That the proceeds of said sale may be distributed between your orator and the said defendants herein, or their legal representatives, according to their rights and interest.

(3) 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 order of publication giving notice to the said non-resident defendants, Irving R. Clark and Rachel A. Clark, whose address is 628 D Street, N. E., Washington, D. C., of the object and substance of this bill, and warning them to appear in this Court, in person or by solicitor, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to pass as prayed; and also the writ of subpoena directed to the said Blanche I. Rowe and John B. Rowe, whose address is 2914 Shirey Avenue, Hamilton, Baltimore, Maryland; Ray Arnold and May Arnold, whose address is 2903 Rosalie Avenue, Hamilton, Baltimore, Maryland; Julia Arnold, Carroll Arnold and Florence Arnold, whose address is Masonville Brooklyn Baltimore, Maryland; Lenora Clark, whose address is Severn, Maryland; Edna M. Higby and J. Kenneth Higby, whose address is Beechwood Avenue, Catonsville, Maryland; Norman W. Clark, M. Lilian Clark, Stanley J. Clark and Etta R. Clark, whose address is Severn, Maryland; Willard A. Clark and Elizabeth A. Clark, whose address is Francis Avenue, Arbutus, Maryland; Gertrude Chaney and Charles C. Chaney, Jr., whose address is 125 Oakdale Avenue, Catonsville, Maryland, commanding them, and each of 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.

Hugh B. Truitt.

Plaintiff's Exhibit "A" -- Filed April 5th. 1939

The State of Maryland, Anne Arundel County, Sc:

The Subscriber, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records in his office, that Letters of Administration c. t. a. of all the goods, chattels, credits and personal Estate of William A. Ray deceased, was on the 19th day of March in the year of our Lord one thousand nine hundred and twenty-nine, granted and committed unto Willis Alvin Ray who was then and there appointed Administrator c. t. a. of the said deceased,

and that the above letters are now in full force and effect.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of my office , this 2nd day of March in the year of our Lord nineteen hundred and thirty-nine.

(Corporate) R. Glenn Prout,
(Seal) Register of Wills for Anne Arundel County

I William A. Ray of Severn Station, Fourth Election District of Anne Arundel County State of Maryland, considering the certainty of death and the uncertainty of the time thereof, and desiring to leave my worldly affairs in as settled a condition as practicable, when it shall please my Heavenly Father to call me away, do hereby on this 25th day of June in the year nineteen hundred and thirteen, constitute make and declare the following to be my very last Will and testament, that is to say.

First and principally, I commit my Soul into the hands of Almighty God, and my body to the earth, to be decently buried, at the discretion of my executor, hereinafter named, but without ostentation.

My Will is that all of my just debts and funeral expenses, shall, by my Executor, be paid out of my estate, as soon after my decease as may be.

Item I give and bequeath to my wife Rachel V. Ray, all of the property, real, personal or mixed, of which I may die seized or possessed, subject only, to my lawful debts and funeral expenses, to be used, rented, encumbered, sold or otherwise disposed of by her, as she may think best for the support or benefit of herself, and my children mentioned or named as beneficiaries in this my will. - This bequest to my wife is also and furthermore subjected to the terms, conditions and specifications, made and set forth in a certain bequest hereinafter made by me, in this my will, to my son Willis Alvin Ray. - Should my wife Rachel V. Ray, at the time of her death, not have used, sold or otherwise disposed of all of my estate, I will and desire that the balance, save and excepting the bequest made to my son, Willis Alvin Ray, as above mentioned and hereinafter made and set forth, shall be equally divided, share and share alike, between my daughters Mary Florence Arnold, wife of Robert Arnold, Annie Elvira Clark, widow of Asbury Clark, Virtie Irene Temple, wife of Ray Temple, Mildred Eva Ray, and Lena Louisa Ray.

Item I give and bequeath to my son Willis Alvin Ray a certain piece parcel or lot of my real estate, containing, as near as may be, twenty (20) acres of land, and also containing the dwelling house in which I now reside, together with all of the outbuildings and improvements now on the said twenty acres, erected made or being, and all the rights, appurtenances, and advantages to the same belonging or in any wise appertaining, to him the said Willis Alvin Ray, in fee simple, but I expressly hereby declare that the bequest herein made to my son Willis Alvin Ray is subjected, jointly and equally, with my son, the said Willis Alvin Ray, to the full, free, and undisturbed - occupancy, use and benefits of the said buildings and land to my wife Rachel V. Ray, during the term of her natural life, only ----------

The twenty acres of land which I herein bequeath to my said son Willis Alvin Ray shall be set apart and laid out as follows: that is to say - The same shall have a frontage on the public road leading eastward from Severn Station, of not less than one hundred and eighty yards, measuring from the most southwestern corner of the farm on which I now reside, thence running eastward with the Southern outline of my said farm, a distance of one hundred and

eighty yards, as above noted, thence leaving said outline with a line running in a northerly direction with a line, as nearly parallel with the western outline of my said farm, as may be, to a point where a line extending in a westernly direction will intersect the western outline of my said farm. Thence with the western outline of my farm to the place of beginning, to wit: the Southwestern corner of my said farm; it being understood and by me intended, that the amount of ground enclosed within the four lines above mentioned shall not be less than twenty acres of land.

Item I do hereby constitute and appoint my wife Rachel V. Ray executrix of this my last will and testament, and my express will and meaning is, that the herein named Executrix shall not be required to give any bond or security of any kind for the performance of her duties as Executor of this my Will.

In Testimony whereof I hereunto set my hand and seal this Twenty-fifth day of June in the year one thousand nine hundred and thirteen.

Wm. A. Ray (Seal)

Signed, sealed, published and declared by the above named William A. Ray as and for his last will and testament in our presence, who at his request and in his presence and in the presence of each other, have hereunto set our hands as witnesses hereto this 25th day of June A. D. 1913.

Arthur W. Boyer)P. O. Severn, A. A. Co., Md.
M. E. Phelps (P. O. Severn, A. A. Co., Md.

Anne Arundel County, Ss:

On the 19th day of March, 1929 came Willis Alvin Ray and made Oath in due form of law, that he does not know of any Will or Codicil of William A. Ray late of said County, deceased, other than the above instrument of writing, and that he received the same from the Register of Wills in whose custody it had been deposited.

Testator departed this life on the 2nd day of March, 1929.

Sworn to in open Court

Test: Oden B. Duckett
Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 19th day of March, 1929, came John Boyer and made oath in due form of law that he is familiar with the handwriting of Arthur W. Boyer one of the attesting witnesses to the Last Will and Testament of William A. Ray late of said County, deceased, and he verily believes that the signature of the said Arthur W. Boyer as so written, is the true and genuine signature of said Arthur W. Boyer who is now dead.

Sworn to before the subscriber

Oden B. Duckett
Register of Wills for Anne Arundel County

Anne Arundel County, ss:

On the 19th day of March, 1929, came J. N. Stewart and made oath in due form of law that he is familiar with the handwriting of M. E. Phelps one of the attesting witnesses to the last Will and Testament of William A. Ray late of said County, deceased, and he verily believes that the signature of the said M. E. Phelps as so written, is the true and genuine signature of said M. E. Phelps who is now dead.

Sworn to before the subscriber

Oden B. Duckett
Register 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 of William A. Ray, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 19th day of March, 1929, that the same be admitted in this Court as the true and genuine last Will and Testament of the said William A. Ray, deceased.

Judges: (Maynard Carr, C. J.
(Lemon Beall, A. J.
(O. E. Owens, A. J.

State of Maryland, Anne Arundel County

I, R. Glenn Prout, 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 William A. Ray late of said County deceased together with proof and probate thereof taken from Wills Liber O. B. D. 4 folio 403, which is one of the records filed, recorded and 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 2nd day of March in the year of our Lord, nineteen hundred and thirty-nine

(Corporate) R. Glenn Prout
(Seal)Register of Wills for Anne Arundel County.

Examiner's Exh. #3.-- Filed April 5th. 1939.

(Md. State Stamp 50¢(Int. Rev. Stamp 50¢)

This Deed, Made this 21st day of November, in the year one thousand nine hundred and thirty-eight, by and between Mildred Ray Celia, unmarried, and Lena Ray Clark and Robert Lee Clark, her husband, of Anne Arundel County, State of Maryland, and Virtie Irene Temple and Roy B. Temple, her husband, of the City of Richmond, State of Virginia, parties of the first part, and Charles H. Doing party of the second part.

Whereas, William A. Ray, late of Anne Arundel County, deceased, departed this life on or about the second day of March, in the year one thousand nine hundred and twenty-nine, and by his last will and testament, dated June 25th, one thousand nine hundred and thirteen and duly admitted to probate by the Orphans' Court of Anne Arundel County and recorded among the Will Records thereof in Liber O. B. D., No. 4, folio 403, devised all the residue of his estate unto his wife, Rachel V. Ray, with remainder to his daughters, Mary Florence Arnold, Annie Elvira Clark, Virtie Irene Temple, Mildred Eva Ray (who since intermarried with Ralph C. Celia, and is now known as Mildred Ray Celia, and who was divorced from the said Ralph C. Celia on July 22, 1932) and Lena Louise Ray (who since inter-married with Robert Lee Clark, and is now known as Lena Ray Clark) in equal shares.

And Whereas, the said Rachel V. Ray having since died, the grantors herein and the heirs at law of the said Mary Florence Arnold and Annie Elvira Clark, who are now deceased, are by law the absolute owners of all of the property passing under the residuary clause of said will.

And Whereas, the grantors herein have agreed to sell and convey unto the said Charles H. Doing, all their right, title and interest in and to all of said property, which consists of about fifty-seven and one-quarter acres, except the piece or parcel thereof containing one and seven hundred and thirty-four one-thousandths acres, which was conveyed by Virtie Irene Temple, et al. to the Philadelphia, Baltimore and Washington Railroad Company by deed dated the 23rd day of September, in the year one thousand nine hundred and thirty-three,

and recorded among the Land Records of Anne Arundel County in Liber F. S.R. No. 117, folio 284, therefore, these presents are executed.

Now This Deed Witnesseth, that for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, all their right, title and interest in and to all those lots, pieces or parcels of land, situate, lying and being in the Fourth Election District of Anne Arundel County, devised to them under the will of William A. Ray, late of Anne Arundel County, deceased, duly recorded among the Will Records of said County in Liber O. B. D. No. 4, folio 403.

Being all of the lots, pieces or parcels of land, which were granted and conveyed to the said William A. Ray by James Revell, Trustee, by deed dated the 8th day of November in the year one thousand eight hundred and sixty-seven and recorded among the Land Records of Anne Arundel County in Liber G. E. G . No. 3 , folio 451, and by Alexander Randall, Trustee, by deed dated the 29th day of November in the year one thousand eight hundred and seventy-two, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 7, folio 199, except the various parcels of land conveyed thereout by the said William A. Ray, during his life time, as appears upon the Land Records of said County, excepting, however, the piece or parcel of land which was conveyed b Vertie Irene Temple, et al. to the Philadelphia, Baltimore and Washington Railroad Company by deed dated the 23rd day of September in the year 1933, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 117, folio 284.

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

To Have and To Hold the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Charles H. Doing, his heirs and assigns in fee simple.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted; and that they will execute such further assurances of the same as may be requisite.

Witness the hands and seals of said grantors.

Test: Mildred Ray Celia (Seal)

Lena Ray Clark (Seal)

Harold G. Herbert Robert Lee Clark (Seal)

Test: Virtie Irene Temple (Seal)

Gladys M. Williams Roy B. Temple (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 21st day of November, in the year one thousand nine hundred and thirty-eight, before me the subscriber, a Notary Public of the State of Maryland, in and for A. A. Co. aforesaid, personally appeared Mildred Ray Celia, unmarried, and Lena Ray Clark and Robert Lee Clark, her husband, the above named grantors and severally acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial Seal. (Notarial Seal) Willis Ray , Notary Public.

State of Virginia, City of Richmond, to wit:

I hereby certify, That on this 26 day of November, in the year one thousand nine hundred and thirty-eight, before me the subscriber, a Notary Public of the State of Virginia, in and for City and State aforesaid, personally appeared Virtie Irene Temple and Roy B. Temple, her husband, the above named grantors and severally acknowledged the foregoing Deed to be their act.

As witness my hand and Notarial Seal.

(Notarial Seal) Gladys M. Williams

My Commission - March 9, 1942. Notary Public

Recorded 3rd. Dec. 1938 at 10:45 A. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber F. A. M. No. 193, folio 69, 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 Arundel County, this 5th day of April A. D. 1939.

(Corporate Seal) John H. Hopkins, 3rd., Clerk.

Petition for Appointment of Guardian Ad Litem -- Filed May 5, 1939.

To The Honorable, The Judge of Said Court:

The Petition of the Plaintiff in this case respectfully represents unto Your Honor:

First: That Florence Arnold and Charles C. Chaney, Jr., two infant Defendants in this cause, have been duly summoned.
Second: That one of said Infant Defendants has no legal guardian, namely, Florence Arnold.
Wherefore Your Petitioner prays this Honorable Court to appoint a guardian ad Litem to appear and answer for said Infant Defendants, and suggests that J. Henry Zeller, who has no interest whatever in this suit be appointed Guardian ad Litem.

Hugh B. Truitt
Solicitor for Plaintiff.

Ordered by the Circuit Court of Anne Arundel County on this 5 day of May, 1939, upon the foregoing Petition that J. Henry Zeller be and he is hereby appointed Guardian ad Litem for the Infant Defendants named in the aforegoing Petition and he is directed to appear and file his answer on their behalf.

Ridgely P. Melvin,

Judge.

Answer of Charles C. Chaney, Jr. -- Filed May 5th 1939.

To The Honorable, The Judge of Said Court:

The Answer of Charles C. Chaney, Jr. one of the Infant Defendants named in the Bill of Complaint in this Court against him exhibited, by J. Henry Zeller his duly appointed Guardian ad Litem respectfully represents unto Your Honor:

That this Defendant being an Infant under the age of twenty-one years cannot admit nor deny the allegations set up in said Bill of Complaint and therefore submits his rights to the protection of this Honorable Court.

And as in Duty Bound, etc.

J. Henry Zeller,
Guardian ad Litem.

Answer of Blanche I. Rowe and John B. Rowe --Filed May 5th 1939.

To the Honorable, the Judge of said Court:

The answer of Blanche I. Rowe and John B. Rowe, defendants in this cause, to the Bill of Complaint of Charles H. Doing, against them in this Honorable Court exhibited.

These defendants answering said Bill of Complaint and each and every paragraph thereof neither admit nor deny the allegations therein contained, but require strict proof thereof.

And having fully answered said Bill of Complaint, these defendants pray to be hence dismissed with their reasonable costs.

And as in duty bound, etc.

J. Royall Tippett, Jr. Blanche I. Rowe

Solicitor for Defendants. John B. Rowe

Answer of Ray Arnold and May Arnold. --Filed May5" 1939.

To the Honorable, the Judge of said Court:

The answer of Ray Arnold and May Arnold, defendants in this cause, to the Bill of Complaint of Charles H. Doing, against them in this Honorable Court exhibited.

These defendants answering said Bill of Complaint and each and every paragraph thereof neither admit nor deny the allegations therein contained, but require strict proof thereof.

And having fully answered said Bill of Complaint, these defendants pray to be hence dismissed with their reasonable costs.

And as in duty bound, etc.

J. Royall Tippett, Jr. Ray Arnold

Solicitor for Defendants. May Arnold

Answer of Julia Arnold and Carroll Arnold. --Filed May 5, 1939.

To the Honorable, the Judge of said Court:

The answer of Julia Arnold and Carroll Arnold, defendants in this cause, to the Bill of Complaint of Charles H. Doing, against them in this Honorable Court exhibited.

These defendants answering said Bill of Complaint and each and every paragraph thereof neither admit nor deny the allegations therein contained, but require strict proof thereof.

And having fully answered said Bill of Complaint, these defendants pray to be hence dismissed with their reasonable costs.

And as in duty bound, etc.

J. Royall Tippett, Jr. Julia Arnold

Solicitor for Defendants. Carroll Arnold.

Answer of Henry Arnold. -- Filed May 5" 1939.

To the Honorable, the Judge of said Court:

The answer of Henry Arnold, defendant in this cause, to the Bill of Complaint of Charles H. Doing, against him in this Honorable Court exhibited.

This defendant answering said Bill of Complaint and each and every paragraph thereof neither admits nor denies the allegations therein contained, but requires strict proof thereof.

And having fully answered said Bill of Complaint, this defendant prays to be hence dismissed with his reasonable costs.

And as in duty bound, etc.

J. Royall Tippett, Jr. Henry Arnold

Solicitor for Defendant.

Answer of Florence Arnold. -- Filed May 5" 1939.

To The Honorable, The Judge of Said Court:

The Answer of Florence Arnold, one of the Infant Defendants named in the Bill of Complaint in this Court against her exhibited by J. Henry Zeller her duly appointed Guardian ad Litem respectfully represents unto Your Honor:

That this Defendant being an Infant under the age of twenty-one years cannot admit nor deny the allegations set up in said Bill of Complaint and therefore submits her rights to the protection of this Honorable Court.

And as in Duty Bound, etc.

J. Henry Zeller,
Guardian ad Litem.

Answer of Lenora Clark -- Filed May 5"1939.

To the Honorable, the Judge of said Court:

The answer of Lenora Clark, a defendant in this cause, to the Bill of Complaint of Charles H. Doing, against her in this Honorable Court exhibited.

This defendant answering said Bill of Complaint and each and every paragraph thereof neither admits nor denies the allegations therein contained, but requires strict proof thereof.

And having fully answered said Bill of Complaint, this defendant prays to be hence dismissed with her reasonable costs.

And as in duty bound, etc.

J. Royall Tippett, Jr. — Lenora Clark.
Solicitor for Defendant

Answer of Edna M. Higby and J. Kenneth Higby -- Filed May 5" 1939.

To the Honorable, the Judge of said Court:

The answer of Edna M. Higby and J. Kenneth Higby, defendants in this cause, to the Bill of Complaint of Charles H. Doing, against them in this Honorable Court exhibited.

These defendants answering said Bill of Complaint and each and every paragraph thereof neither admit nor deny the allegations therein contained, but require strict proof thereof.

And having fully answered said Bill of Complaint, these defendants pray to be hence dismissed with their reasonable costs.

And as in duty bound, etc.

J. Royall Tippett Jr. — Edna M. Higby
Solicitor for Defendants — J. Kenneth Higby.

Answer of Irving R. Clark and Rachel A. Clark. -- Filed May 5" 1939.

To the Honorable, the Judge of said Court:

The answer of Irving R. Clark and Rachel A. Clark, defendants in this cause, to the Bill of Complaint of Charles H. Doing, against them in this Honorable Court exhibited.

These defendants answering said Bill of Complaint and each and every paragraph thereof neither admit nor deny the allegations therein contained, but require strict proof thereof.

And having fully answered said Bill of Complaint, these defendants pray to be hence dismissed with their reasonable costs.

And as in duty bound, etc.

J. Royall Tippett, Jr. — Irving R. Clark
Solicitor for Defendants — Rachel A. Clark.

Answer of Norman W. Clark, M. Lillian Clark, Stanley J. Clark and Etta R. Clark.

Filed May 5" 1939.

To the Honorable, the Judge of said Court:

The answer of Norman W. Clark, M. Lillian Clark, Stanley J. Clark and Etta R. Clark, defendants in this cause, to the Bill of Complaint of Charles H. Doing, against them in this Honorable Court exhibited.

These defendants answering said Bill of Complaint and each and every paragraph thereof neither admit nor deny the allegations therein contained, but require strict proof thereof.

And having fully answered said Bill of Complaint, these defendants pray to be hence dismissed with their reasonable costs.

And as in duty bound, etc.

J. Royall Tippett, Jr.
Solicitor for Defendants

Norman W. Clark
M. Lillian Clark
Stanley J. Clark.
Etta R. Clark.

Answer of Willard A. Clark and Elizabeth A. Clark. -- Filed May 5" 1939.

To the Honorable, the Judge of said Court:

The answer of Willard A. Clark and Elizabeth A. Clark, defendants in this cause, to the Bill of Complaint of Charles H. Doing, against them in this Honorable Court exhibited.

These defendants answering said Bill of Complaint and each and every paragraph thereof neither admit nor deny the allegations therein contained, but require strict proof thereof.

And having fully answered said Bill of Complaint, these defendants pray to be hence dismissed with their reasonable costs.

And as in duty bound, etc.

J. Royall Tippett, Jr.
Solicitor for Defendants

Elizabeth A. Clark
Willard A. Clark

Answer of Gertrude Chaney -- Filed May 5" 1939.

To the Honorable, the Judge of said Court:

The answer of Gertrude Chaney, a defendant in this cause, to the Bill of Complant of Charles H. Doing, against her in this Honorable Court exhibited.

This defendant answering said Bill of Complaint and each and every paragraph thereof neither admits nor denies the allegations therein contained, but requires strict proof thereof.

And having fully answer said Bill of Complaint, this defendant prays to be hence dismissed with her reasonable costs.

And as in duty bound, etc.

J. Royall Tippett, Jr.
Solicitor for Defendant

Gertrude S. Chaney.

Petition and Order to Take Testimony -- Filed May 10" 1939.

To the Honorable, the Judge of said Court:

The Petition of Charles H. Doing, Plaintiff, in this case, respectfully shows that he desires to take testimony in this case, and respectfully prays that leave be granted him to do so before one of the Standing Examiners of this Court.

Hugh B. Truitt,
Solicitor for Plaintiff.

Ordered, this 11th day of May 1939, that leave be granted to the parties to this cause to take testimony, as prayed, before any one of the Standing Examiners of this Court.

Ridgely P. Melvin, Judge.

Testimony on behalf of Plaintiff. -- Filed May29" 1939.

Testimony on behalf of the Plaintiff. May 27th. 1939.

Mr. Charles H. Doing, on behalf of Mr. High B. Truitt, for Plaintiff.

Mr. J. Royal_ Tippett, Solicitor for Defendants.

Mr. Henry Zeller, Guardian ad Litem.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

------Agreement of all parties to waive signatures.

Witnesses:-

Mildred R. Celia, ----------2 to 5

Charles H. Doing, ---------- 6 to 7 ----7

Mildred R. Celia, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name and residence?

A. Mildred R. Celia, Severn, Md.

2. Do you know the parties to this cause? A. I do.

3. How long have you known them? A. All my life.

4. What relation are you to the defendants in this case? Look at the names of the parties and tell me if you are familiar with them all?

A. They are all my Nieces and Nephews and their respective husbands and wives.

5. Did you know William A. Ray late of Anne Arundel County, deceased?

A. He was my father.

6. When and where did he die? A. He died at Severn, Md. on or about March 2nd. 1929.

7. Can you state whether or not he died testate or intestate?

A. He died testate. His will is filed as Plaintiff's Exhibit A, same now offered and filed as Examiner's Exhibit No. 4. together with proof of probate attached.

8. Did he leave a wife surviving him? A. No.

9. Did she die testate or intestate? A. Intestate.

10. Mary Florence Arnold, Annie Elvira Clark, Virtie Irene Temple, Mildred Eva Ray and Lena Louisa Ray are mentioned in your father's will, please explain who they are or who they were?

A. Lena Louisa Ray is my sister; the other three are my half sisters by my father's first wife. Milfred Eva Ray is myself.

11. Which of them are now living and which are dead?

A. Lena Louisa and Virtie Irene and myself are living and the other two are dead.

12. When did Mary Florence Arnold die? A. October 24th, 1924.

13. Did she die testate or intestate? A. I just cannot say I don't know.

14. Did she leave any children surviving her, and if so, please name them?

A. Blanche I. Rowe, Ray Arnold, and R. Emory Arnold.

15. Had the said Blanche I. Rowe married, if so what is the name of her husband?

A. Yes, married to John B. Rowe.

16. Are they both living? A. Yes.

17. Has Ray Arnold married, if so what is his wife's name?

A. His wife is Mae Arnold and they are both living.

18. Has the said R. Emory Arnold married, and if so what is the name of his wife?

A. His wife is Julia Gray Arnold. He is dead he died April, 1934.

19. Did he died testate or intestate? A. Intestate.

20. Who did he leave surviving him as his next of kin and heirs at law?

A. Julia Arnold, his widow, she is now living and has never re-married; his three children are Carroll, unmarried, Henry, unmarried, and Florence Arnold, unmarried.

21. Are they of full age, and if not, state which one is a minor?

A. They are all of age except Florence she is 19 years of age.

22. You have testified that Annie Elvira Clark died on or about the 15th day of April, 1929. Did she die testate or intestate?

A. Six months after my father died she died, I would say intestate, the property belonged to her husband.

23. Did she leave a husband surviving her? A. No, he died years before.

24. Do you know whether he died prior to the death of William A. Ray?

A. Many years before.

25. Who did she leave surviving her as her next of kin and heirs at law?

A.. Lenora Clark, Edna M. Higby, Irving R. Clark, Norman W. Clark, Stanley J. Clark, and Willard A. Clark, a deceased daughter, Ashsah Stella Chaney, who pre-deceased her mother.

26. State which of them are unmarried?

A. Lenora is unmarried. The rest are married.

27. Give us the names of their spouses?

A. J. Kenneth Higby married Edna M.; Irving R. Clark married Rachel A.; Norman W. Clark married Lillian; Stanley J. Clark married Etta R.; and Willard A. Clark married Elizabeth A.

28. Are they all living and of full age?

A. Yes. She also left two grandchildren; Anna Elvira Clark also left two grandchildren, Gertrude Chaney and Charles C. Chaney, Jr., the only children of Ashsah Stella Chaney, who pre-deceased her mother.

29. State whether or not the said Gertrude Chaney and Charles G. Chaney are married or single?

A. Both are single.

30. State whether or not both are of full age? A. Charles is not, he is only 19 years old.

31. Your father died owning certain lands in Anne Arundel County did he not?

A. He did.

32. Do you know how he acquired title to said land, or the quantity owned at the time of his death?

A. He acquired it through the Court, it was his father's property, about 56¼ acres left. Now filed with Examiner two deeds showing derivation of title, marked Examiner's Exhibit No. 1 and No. 2.

33. Please state whether or not you and the other parties having an interest in the land of your deceased father have conveyed away any part thereof and if so to whom?

A. Yes, we have conveyed our interest in it to Mr. Charles H. Doing, me and my sister, Vertie Irene Temple and Lena Louisa Clark.

Now filed with the Examiner as Exh. No. 3 deed for same.

34. What other portion of the land of which your father died seized, if any, was conveyed away subsequent to his death?

A. To the Pennsylvania R. R. a small piece. An acre and portion of another acre in 1933 when the Pennsylvania R. R. was electrifying the Road.

35. State, in your opinion, what you consider the 56 plus acres remaining in your father's land is worth today, its fair market value?

A. I don't think we were ever offered more than $20 an acre for it.

36. Do you think it would be to the interest and advantage of all parties to this suit to sell the land and divide the proceeds amongst those interested?

A. It can't be divided, it's just a farm tract.

37. Do you think it would be possible to divide it in kind amongst the parties interested?

A. It's not possible to divide it up amongst all those heirs, the only thing to do is to have the property sold.

Cross Examination

(Mr. Tippett)

1. On what do you base $20 per acre?

A. Part of the land is just thin woods and stream of water, with a little bit of farm land left, has very little frontage on the road and it is not very valuable tract of land, the part on the road might be worth a little bit more but the rest of it is not valuable land.

2. You have never had the property appraised by a real estate appraiser?

A. No. It has been hanging fire ever since my father died and consequently put up for taxes, and none of the individuals want to pay taxes and it has just hanging fire all the time.

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

A. No.

Attorneys agree to waive signatures.

Charles H. Doing , a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name and residence?

A. Charles H. Doing, Relay, Baltimore County, Md.; I am an Attorney-at-law.

2. Do you know the parties to this suit?

A. I know some of them, I do not know all the defendants personally, I am the Plaintiff.

3. Please state how you acquired an interest in this property?

A. I acquired it by deed from Mildred Ray Celia, unmarried, Lena Ray Clark and Robert Lee Clark, her husband, Vertie Irene Temple and Roy B. Temple, her husband, certified copy of which is filed as Exhibit B with the Bill and now filed as Examiner's Exhibit No. 3 with this testimony.

3. Do you know the other parties defendant to this suit?

A. I only know some of them, not personally, I am not familiar with the family pedigree of the parties.

4. Have you a description which you can file with your testimony of the remaining 56 acres left out of the whole piece?

A. Yes, I have a metes and bounds description made up from the Land Records by myself with the assistance of Mr. Robert Pumphrey, Surveyor, which I will send down, and desire to have the same filed as

-----Examiner's Exhibit No . 5.

PLAT-- Filed May 29" 1939. PLAT RECORDED IN F. S. R. 5, FOLIO 26

5. Please state whether or not, in your opinion, it is possible to divide this land up in kind among all the parties to this suit including yourself?

A. I do not think it is possible to do so with fairness to the parties.

6. Then you think it is best to have it sold by a Trustee to be appointed by the Court and the proceeds divided among the parties?

A. I do.

7. What, in your opinion, is a fair market value of this property?

A. I am taking into consideration the price I paid for the adjoining land, and with that in mind I would say $15 an acre is a fair market value.

Cross Examination.

(Tippett)

1. In your opinion, what prospective uses could the property have?

A. I hardly know what it could be used for at the present time because it is mostly all grown up, a portion of it is low land and apparently never had any value from the standpoint of utility.

2. Are there any residential developments near there?

A . Only the village of Severn.

3. How far is the property from the Village of Severn?

A. It is probably 1000 feet from the Severn road.

4. In your opinion could any of the property be used for residential purposes?

A. In the future it can when I open up a road through my other tract into this tract, but at the present time the only frontage is very much below grade and the cost of building a road into this tract would be prohibitive.

5. Have you ever done any building yourself or development in that neighborhood?

A. Yes I have.

6. Are there any improvements on this tract of land?

A. Not any, completely unimproved.

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

A . No.

Signature waived by agreement of counsel.

There being no other witnesses to be examined, no further testimony desired on behalf of the Plaintiff, this testimony is now closed and returned to the Court, at request of the Plaintiff.

Witness my hand and seal this 29th day of May, 1939.

Jno. S. Strahorn, (Seal)
Examiner.

Pltffs. Exh. # 1, J.D.S.

U. S. Int. Rev. Stamp $3.50 J. R. Nov. 8, 1867)

This Deed, made this eighth day of November in the year eighteen hundred and sixty-seven by me James Revell, Trustee, Witnesseth: Whereas by a Decree of the Circuit Court of Anne Arundel County sitting in Equity passed on the 16th day of March 1865 in the case of John H. Ray and others versus Sarah A. Ray and others. I the said James Revell was appointed trustee to sell certain land therein decreed to be sold,

And Whereas in pursuance of said decree, I sold so much as is hereinafter described to William A. Ray, at and for the sum of Thirty-three hundred and twenty one dollars, which said

sale was duly reported to and finally ratified by the said Circuit Court. Now therefore in consideration of the premises and of the payment of said sum of Thirty-three hundred and twenty-one dollars, I the said James Revell do grant unto the said William A. Ray his heirs and assigns forever, all the right and title of all the parties to the aforesaid cause in and to all that tract or part of a tract of land, lying and being in the Fourth Election District of Anne Arundel County, and which is described in a certificate and plat of Survey returned and filed in said cause as part of Lot No. 2 as follows. Beginning for the same, "At a post at the end of the 14th line of the first part of the whole survey or tract and marked on the plat at the letter B. and running thence bounding on the 6th line of the Lot No 1 reverse thereof across the whole tract south 79° 45' West 181 perches to a stone now planted in the 5th line of the whole tract. And running and bounding on the lines thereof south 60° 3_ East 36½ perches to a post at the end of the 7th line of that part of the tract called "The Meadows" resurveyed. Which was conveyed by Emily McTarish to Benjamin Ray thence bounding on the lines of said conveyance still bounding on the lines of the whole tract, south 22° 15' East 50 perches to a post thence North 88° 45' East 70 perches, thence South 59° East 28 perches to a post, thence North 74° 45' East seventy perches, thence south 32° 15' East 52 perches to a post, thence South 0° 45' West 44 perches to a post and stone heretofore planted near a marked white Oak tree, thence North 79° 45' East 54½ perches to a stone heretofore planted thence North 84° 30' east 74½ perches to a bounded stone heretofore planted, thence North 50° West 255 3/4 perches to the first beginning, containing One hundred and sixty-two acres of land more or less. To Have and To Hold the same unto the said William A. Ray his heirs and assigns forever.

Witness my hand and seal.

Signed, sealed & delivered in the presence of R. E. Glover : Jas. Revell, Trustee (Seal)

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this eighth day of November in the year eighteen hundred and sixty-seven before the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County, personally appeared James Revell, trustee and acknowledged the foregoing deed to be his act.

Certified by

R. E. Glover J. P.

Recorded the 8th day of Nov. 1867

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify that the foregoing Deed was truly taken and copied from Liber G. E. G. No. 3 folio 451, 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 Arundel County this 18th day of May, A. D. 1939.

(Corporate) John H. Hopkins, 3rd.

(Seal) Clerk.

Plaintiffs' Exh. #2. J. D. S.

This Deed, made this 29th day of November in the year eighteen hundred and seventy-two by me Alexander Randall Trustee under a decree of the Circuit Court of Anne Arundel County passed on the 7th day of July in the year eighteen hundred and seventy-one in a cause where-

in William Ray is the Complainanant/and Matthias Ray, Ellen R. Cockey and others are defendants. Whereas by the said decree the said Randall was appointed to convey certain real estate therein described to the said William Ray on payment of one thousand dollars and interest and costs to the said Ellen R. Cockey and whereas the said William Ray hath paid to the said Cockey the said sum of money, interest and costs and obtained from her a release and acquittance therefor which hath been duly executed and recorded among the land record books of the said County in Liber S. H. No. __ folio __.

Now I, Alexander Randall Trustee as aforesaid in pursuance of the said decree do hereby grant unto the said William Randall? the right, title and interest of the parties to the said Suit in and to the real estate directed to be conveyed to the said William-- consisting of about two hundred acres devised by his father Benjamin Ray of said County to his widow and two sons, Matthias and William Ray aforesaid except so much thereof as was conveyed to the Baltimore and Potomac Rail Road.

In Testimony I hereto set my hand and affix my seal.

Witness: A. Randall (Seal)

W. H. Gassaway. Trustee.

State of Maryland, Anne Arundel County,

Be it remembered that on this 29th day of of November in the year eighteen hundred and seventy two before me, the subscriber a Justice of the Peace of the State of Maryland in and for said State and County personally appears the said Alexander Randall, trustee, as aforesaid and acknowledges the aforegoing deed as his act and deed.

Recorded 29th November 1872 W. H. Gassaway J. P.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber S. H. No. 7, folio 199, 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 Arundel County, this 18th day of May, A. D. 1939.

(Corporate) John H. Hopkins, 3rd.

(Seal) Clerk.

Submission for Decree. -- Filed June 13th 1939.

To the Honorable, the Judge of Said Court:

The above cause is respectfully submitted for decree and the 43rd General Equity Rule is hereby waived.

J. Royall T ippettJr. Hugh B. Truitt

Solicitor for Defendant. Solicitor for Plaintiff.

Decree --Order June 14, 1939. -- Filed June 14th 1939.

The Petition, Exhibits and Testimony in the above cause having been submitted, the proceedings therein were by the Court read and considered;

It is, Thereupon, This 14 day of June in the year nineteen hundred and thirty-nine by the Circuit Court of Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the property in the proceedings mentioned be sold; that Hugh B. Truitt and J. Royall Tippett, Jr. 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 them and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Fifteen Hundred 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 Anne Arundel County, 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 payment 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 any such sale or sales, the said Trustees shall return to this Court a full and particular account of all proceedings relative to the sale, with an affidavit annexed of the truth thereof, and of the fairness of said sale, and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees 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, personal representatives, or assigns the property and estate to him, her or them sold, free clear and discharged from all claim of the parties hereto, Plaintiffs 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 cost 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.

Ridgely P. Melvin, Judge.

Bond --Filed and Approved 26th. June, 1939.

Know All Men By These Presents:

That we, Hugh B. Truitt and J. Royal Tippett, Jr., Baltimore, Maryland 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 Fifteen Hundred ($1,500.00) 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 and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated this 20th day of June in the year of our Lord one thousand nine hundred and thirty-nine.

Whereas, the above bounden Hugh B. Truitt and J. Royal Tippett, Jr. by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property mentioned in the proceedings in the case of Charles H. Doing vs. Blanche I. Rowe, et al now pending in said Court:

Now, The Condition of the Above Obligation is Such, That, if the above bounden Hugh B. Truitt and J. Royal Tippett, Jr. 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:

Rosalie E. Doing

Burneice F. Lovelace

As to Surety:

By I. Grant.

Hugh B. Truitt (Seal)

J. Royall Tippett, Jr. (Seal)

Fidelity and Deposit Company of Maryland

(Corporate)

(Seal)

By E. V. Shockley, Attorney-in-fact.

Report of Sale, Affidavits, Exhibit and Order Nisi. --Filed July 24th 1939.

To The Honorable, The Judge of Said Court:

The Report of Sale of Hugh B. Truitt and J. Royall Tippett, Jr., Trustees appointed by Decree in the above entitled cause to make sale of the real property in the proceedings of said cause mentioned, respectfully shows, that after giving a bond with security for the faithful discharge of their trust as prescribed by said Decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Southern Maryland Times and the Maryland Gazette Weekly newspapers published in Anne Arundel County, in the former for more than four successive weeks preceding the date of sale, said Trustees did pursuant to said notice on Wednesday, the 19th day of July, 1939, at 11 o'clock A. M. attend on the premises and then and there sold the real estate, which is more particularly described in a copy of the advertisement hereto attached as part of this Report of Sale, at and for the sum of Eight Hundred ($800.00) Dollars unto Charles H. Doing.

Hugh B. Truitt

J. Royall Tippett, Jr.

Trustees.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 21st day of July, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Hugh B. Truitt, Trustee, and made oath that the matters and facts are true as therein set forth in the aforegoing Report of Sale and that the sale thereby reported was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal) Rosalie E. Doing

Notary Public.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 21st day of July, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared J. Royall Tippett, Jr., Trustee, and made oath that the matters and facts are true as therein set forth in the aforegoing Report of Sale and that the sale thereby reported was fairly made. As Witness my hand and Notarial Seal.

(Notarial Seal) Burneice F. Lovelace.

Notary Public.

Advertisement of Sale -- Hugh B. Truitt, Solicitor , 231 S. Paul Place, Baltimore

J. Royall Tippett, Jr., Mercantile Trust Bldg., Baltimore.

Trustees' Sale of valuable unimproved land, located near Severn Station on the Pennsylvania Railroad in the 4th Election District of Anne Arundel County, containing 56 acres, more or less, part wooded, part tillable, suitable for sub-division.

By virtue of a decree of the Circuit Court for Anne Arundel County, Stated the 14th day of June, 1939, passed the cause of Chares H. Doing, plaintiff, vs. Blanche I. Rowe, et al., defendants, Equity No. 7763 the undersigned trustees will sell at public auction to the highest

bidder at the County Court House door in the City of Annapolis, Md. on Wednesday, July 19, 1939, at 11 o'clock A. M. all those lots, pieces or parcels of ground situate in the 4th Election District of Anne Arundel County and in said cause described as follows:

Beginning for the same on the north side of the county road leading eastward from Severn Station on the Philadelphia, Baltimore and Washington Railroad, at the southeast corner of a lot of ground conveyed by William A. Ray and wife to Andrew J. Phelps, et al., trustees, of Prospect Methodist Episcopal Church, August 3, 1909, then bounding on the second and third lines of said lot, and on lots conveyed by said William A. Ray and wife to EmileK. Herbert and to Mildred E. Celia, North 6 degrees East 210 feet and North 85 degrees West 235 feet to a corner of the 20 acres of land given to Willis A. Ray by the will of William A. Ray, his father, then bounding on said land, North 7 degrees 30' East 1368.-45 feet and North 84 degrees 08' West 524.45 feet to the end of the third line of the land conveyed by Rena Temple, et al. to the Philadelphia, Baltimore and Washington Railroad Company, September 23, 1933, then bounding reversely on said line, North 7 degrees 24' East 1230. 35 feet, to the last line of the land conveyed by William A. Ray to The Washington Hydraulic Press Brick Company, May 29, 1899, then bounding on part of said last line, South 65 3/4 degrees East 1040 feet, more or less, to an outline of said William A. Ray's land, then bounding on said outlines, South 48 degrees 45' West 404 feet, South 39 degrees 30' East 652 feet, and South 50 degrees East 643½ feet, more or less, to the end of the first line of the land conveyed by said William A. Ray to John F. Durner and wife, January 30, 1871, then bounding on the second line of said land, South 11½ degrees West 1336½ feet, then bounding on said county road westward 575 feet, more or less, to the place of beginning.

Terms of Sale as Prescribed by Decrees-- One-third of the purchase money to be paid in cash on the day of sale, and the balance in six and twelve months, or all cash as the purchaser may elect, the credit payment 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. All adjustment of taxes and all other public charges to be made to the day of sale.

George W. Scible, Auctioneer,
Annapolis, Md.

Hugh B. Truitt, 231 St. Paul Place.
Baltimore, Maryland.

J. Royall Tippett, Jr.
Mercantile Trust Building.
Baltimore, Maryland,
Trustees.

Certificate of Publication Annapolis, Maryland

This is to Certify That the annexed advertisement of Notice of Public Sale was inserted in The Southern Maryland Times, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 19th day of July, 1939; that is to say, the same was inserted in the issues of _____

The Southern Maryland Times

Thomas L. Christian,
Business Manager.

ORDER NISI

Ordered, this 24th day of July, 1939, That the sale of the property mentioned in these proceedings made and reported by Hugh B. Truitt & J. Royall Tippett, Jr., Trustees, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of August next.

The report states that the amount of sales to be $800.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Maryland.

This is to Certify that the annexed advertisement of Order Nisi was inserted in The Southern Maryland Times a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of August, 1939; that is to say, the same was inserted in the issues of July 28, Aug. 4,11, 1939.

The Southern Maryland Times

Thomas L. Christian,
Business Manager.

By: Jeanette Cadell.

Ordered By The Court, This 27 day of September, 1939 that the sale made and reported by the Trustees 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 Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account -- Filed Oct. 23rd., 1939.

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.

Laura R. Jickling, Auditor.

Dr. Charles H. Doing Vs. Blanche I. Rowe, et al in ac. with Hugh B. Truitt and J. Royall Tippett, Jr., Trustees.

To Trustees for commissions	$	$ 49.00
To Trustees for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Defendant's Solicitor's appearance fee	10.00	
Clerk of Court costs	42.70	
Jos. C. Deegan, Sheriff - costs	1.15	
Wm. G. Lynch, Sheriff - costs	.95	
Auditor	13.50	78.30
To Trustees for Expenses, viz:		
Capital-Gazette Press - advertising sale	36.00	
Southern Maryland Times - " "	25.00	
Southern Maryland Times Order Nisi on report of sale	5.00	
Southern Maryland Times Order Nisi on auditor's acct.	5.00	
George W. Scible - auctioneer	15.00	
Stuart C. Smith, Agent - bond premium	10.00	
John S. Strahorn - Examiner	8.00	
Juliet D. Strahorn - Stenographer	3.50	

(Acct. continued)

Acct. brought forward	$ 107.50	$ 127.30
To J. Henry Zeller - Guardian ad Litem	4.00	
J. H. Hopkins, 111, Clerk - certified copies	4.00	
Register of Wills - certified copies	5.00	
Robert Pumphrey - survey, description, plat and copies	22.60	
Charles O Knight - advertising sign	6.00	
One-half State and Federal revenue stamps	.90	
One-half recording tax on deed	.25	150.25
To Trustees for Taxes, viz:		
1934 State and County taxes	38.43	
1935 State and County taxes	54.07	
1936 State and County taxes	41.73	
1937 State and County taxes	44.01	
1938 State and County taxes	35.53	
1939 State and County taxes ($36.48 adjusted to day of sale 7/19/39)	20.14	233.91
To Charles H. Doing -3/5 net proceeds of sale	173.12	
To Blanche I. Rowe -1/15 " " " "	19.23	
To Ray Arnold - 1/15 " " " "	19.23	
To Julia Arnold - 1/45 " " " "	6.42	
To Carroll Arnold - 2/135 " " " "	4.27	
To Henry Arnold - 2/135 " " " "	4.27	
To Florence Arnold -2/135 " " " "	4.27	
To Lenora Clark - 1/35 " " " "	8.24	
To Edna M. Higby - 1/35 " " " "	8.24	
To Irving R. Clark- 1/35 " " " "	8.24	
To Norman W. Clark- 1/35 " " " "	8.24	
To Stanley J. Clark-1/35 " " " "	8.24	
To Willard A. Clark-1/35 " " " "	8.24	
To Gertrude Chaney -1/70 " " " "	4.14	
To Charles C. Chaney,Jr.-1/70 " " "	4.15	288.54
		$800.00

Cr. July 19, 1939. Proceeds of Sale $800.00

ORDER NISI

Ordered, This 23rd., day of October, 1939, 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 or before the 24th 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 24th day of November next.

John H. Hopkins, 3rd., Clerk

Certificate of Publication Annapolis, Maryland

This Is To Certify That the annexed advertisement of Order Nisi was inserted in The Southern Maryland Times, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of November, 1939; that is to say, the same was inserted in the issues of October 27, November 3,10, 1939.

The Southern Maryland Times
Thomas L. Christian,
Business Manager.
By Jeannette Cadell

In The Circuit Court for Anne Arundel County

Ordered By The Court, this 6th day of Dec., 1939, 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 Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,
Judge.

Elizabeth V. D. Williams vs. William G. Williams C. Albert Hodges, Late County Treasurer of Anne Arundel County.	: : : :	No. 7826 Equity In the Circuit Court for Anne Arundel County.

Mr. Clerk:

Please docket this suit and issue for the Defendants.

Marvin I. Anderson,
Solicitor for Oratrix.

Bill of Complaint and Exhibit "A" -- Filed May 19" 1939.

Exp

To the Honorable, the Judges of said Court:

Your Oratrix, complaining says:

1. That she is the assignee of a mortgage dated September 14, 1928, from Carl C. Kidwell and Etta Lola Kidwell, his wife, to William G. Williams and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 37, folio 485, in the amount of Nine Hundred ($900.00) Dollars, and accrued interest which has not been paid and has been duly assigned to your Complainant.

2. That on the 14th day of October, 1935, C. Albert Hodges, Late County Treasurer of Anne Arundel County, sold said property to the Defendant, William G. Williams, for the sum of Twenty-nine ($29.00) Dollars, to satisfy certain State and County taxes, and said sale was made in pursuance of Chapter 280 of the Acts of the General Assembly of Maryland of 1931, as amended by Chapter 582 of the Acts of 1935, all of which will be seen by reference to the tax sale proceedings No. 2340, "In the Matter of the Tax Sale of the Land of Carl C. Kidwell". Said proceedings are filed herewith as Exhibit "A" and are prayed to be taken as a part hereof.

3. That all taxes due the said C. Albert Hodges, Late County Treasurer, as aforesaid, have been paid in full.

4. That the Tax Sale proceedings herein mentioned are null and void for the reason that the sale was held on October 14, 1935, and finally ratified on April 17, 1937.

5. That no deed ever passed from the said C. Albert Hodges, Late Treasurer, to the Defendant, William G. Williams.

6. That, although said tax sale proceedings are null and void, the said proceedings case a cloud on the title to the property and your Oratrix's mortgage and she will suffer irreparable injury for which she has no sufficient legal remedy unless this Honorable Court intervens.

To the End Therefore,

1. That the aforesaid Tax Sale proceedings known as No. 240 "In the Matter of the Tax Sale of the Land of Carl C. Kidwell" and the sale made in pursuance thereof, be by this Court revoked, cancelled and declared null and void and your Oratrix may be declared to hold and enjoy her mortgage mentioned and referred to in these proceedings unaffected thereby.

2. 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 of the State of Maryland, directed to the Defendants, William G. Williams, Gambrills, Maryland, and C. Albert Hodges, Court House, Annapolis, Maryland, commanding them to be and appear in said Court on some day to be named in said Writ and answer the premises and abide by and perform such orders or decrees as may be passed therein.

And as in duty bound, etc.

Marvin I. Anderson
Solicitor for Oratrix

Elizabeth V. D. Williams,
Oratrix.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 18th day of May, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Elizabeth V.D.Williams, and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true to the best of her knowledge, information and belief.

As Witness my hand and seal Notarial.

(Notarial Seal) Lucille H. Musterman
Notary Public.

Answer of William G. Williams --Filed May 19" 1939

To the Honorable, the Judges of said Court:

The Answer of William G. Williams to the Bill of Complaint against him and others in this Court exhibited.

This Respondent answering says:

That he admits all the allegations contained in said Bill of Complaint, and consents to the immediate passage of a decree as prayed.

And as in duty bound, etc.

William G. Williams

Answer of C. Albert Hodges, Late County Treasurer of Anne Arundel County --Filed May 19" 1939

To the Honorable, the Judges of said Court:

The Answer of C. Albert Hodges, Late County Treasurer of Anne Arundel County, to the Bill of Complaint against him and others in this Court exhibited.

This Respondent answering says:

1. That he has no knowledge of the allegations of the first paragraph of said Bill of Complaint, but because they are alleged he believes them to be true.

2. That he admits the allegations of the 2, 3, 4, 5 and 6th paragraphs of said Bill of Complaint and consents to the immediate passage of a decree as prayed.

And as in duty bound, etc.

C. Albert Hodges, Late
County Treasurer of Anne Arundel Co.

Treasurer's Report of Sale --Filed May 19" 1939.

In The Matter of the Tax Sale of the Land of
Carl C. Kidwell.

In The Circuit Court for
Anne Arundel County,
State of Maryland

The Report of C. Albert Hodges, late County Treasurer of Anne Arundel County who was Treasurer at the time of default in the payment of taxes, for the year 1931, 1932, 1933 and 1934, respectfully shows:

1st. That he was duly appointed bonded and qualified County Treasurer for Anne Arundel County, and by virtue of his said office, Collector of State, County and School Taxes for said county and chargeable with the collection of said taxes for the years 1931,1932, 1933 and 1934.

2nd. That, acting in pursuance of the provisions of the law for such cases made and provided, being Chapter 280 of the Acts of the General Assembly of Maryland of 1931, as amended by Chapter 582 of the Acts of 1935, as soon as the tax levy for the years 1931, 1932, 1933 and 1934 was made, tax-bills of each taxpayer were prepared, and, upon application he either forwarded by mail or delivered in person said tax-bills to the person or persons, or corporation, to whom the property included in said bills was assessed and on the 5th day of August 1935, there was due by the owner of a lot of ground in the Second Election District of said county, particularly described in The Assessment Records for Anne Arundel County, recorded in the Assessment records of Anne Arundel County, in District, No. 2, folio 785-1,&c., to Carl C. Kidwell, and which by reference to said Assessment Records for Anne Arundel County will fully appear, being eight acres of land at Waterbury, Anne Arundel County, Md. certain State and County Taxes for the years 1931, 1932, 1933 and 1934, which, under the Act of Assembly in such cases made and provided, it became the duty of the undersigned to collect, which said lot of ground was assessed to Carl C. Kidwell.

3rd. That said taxes being unpaid, and overdue and in arrear, a levy was duly made in accordance with law on said lot of ground, all the previous requirements of said Act of Assembly having been complied with, and that notice thereof, together with a copy of the bill for taxes due, interest and all costs, including that of levy, was mailed to the said Carl C. Kidwell at Waterbury P. O., Md. on the 5th day of August, 1935, being his last known address, or the address shown on the Assessment books for said County, together with a notice that if the said bill for taxes, interest and costs were not paid by the Second Monday in October, 1935, the property levied upon would be sold at public sale.

4th. The Said Late Treasurer having published said list and notice in Alphabetical order by Election Districts in their numerical order for four successive weeks prior to the Second Monday in September, 1935, in the Maryland Gazette and The Southern Maryland Times, two newspapers printed and published in the City of Annapolis, County of Anne Arundel, said advertise-

ment giving the time, terms and place of sale, did attend at the Court House door, in the City of Annapolis, about the hour of 10 A. M., on the 14th day of October, 1935, and did, then and there, offer said lot of ground, at public sale, and sold the same for cash to W. G. Williams of Anne Arundel County, a body corporate, at and for the sum of $29.00, current money, it being then and there the highest bidder therefor, and that the said purchaser hath paid the purchase money.

4th.A. The above mentioned sales price is divided as follows:

Taxes, interest, and advertising Cost	$14.80
Treasurers' fee for selling	3.00
Order Nisi	4.00
Cost of Recording	6.00
Held in trust	1.20
	$29.00

5th. That all the provisions of the Act of Assembly in the permises were duly complied with in accordance with law.

6th. The undersigned begs leave to file with this report the following exhibits as part thereof:

1st. Exhibit No. 1. - Copy of levy and notice.

2nd. Exhibit No. 2 - Copy of advertisements and Certificates.

All of which is respectfully submitted.

C. Albert Hodges,
Late Treasurer and Collector of County, School and State Taxes for A. A. Co.

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

I hereby certify that on this 4" day of Feby., 1937, before the subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared C. Albert Hodges, late Treasurer of said County, and made oath in due form of law, that the matters and things stated above are true to the best of his knowledge and belief.

Foster C. Maynard,
Deputy Clerk of the Circuit Court for Anne Arundel County.

2-174. Kidwell, Carl C. 8 acres of land, situated at Waterbury, Anne Arundel County, Md. Taxes, Interest and Costs $17.80

Certificate of Publication Annapolis, Md., Feb. 1, 1937

We hereby certify, that the annexed Tax Sale--Carl C. Kidwell- Second Dist. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of October, 1935. The first insertion being made the 8th day of August, 1935.

The Capital-Gazette Press, Inc.
By Adaline S. Moss.

Certificate of Publication Glen Burnie, Md.

This is to Certify That the annexed advertisement of Notice Of Tax Sale was inserted in The Southern Maryland Times, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 2nd Monday of September, 1935; that is to say, the same was inserted in the issues of August 9, 16, 23, 30, 1935.

The Southern Maryland Times.
By Thomas L. Christian
Business Manager.

Exhibit No. 1 Open '31-32-33 C. Albert Hodges, County Treasurer, 1934, A. A. Co., Md.

Carl C. Kidwell, Dr., Waterbury P. O. Md. Dist. 2 Folio 785-1

To County Commissioners of Anne Arundel County and State of Maryland Dr. (C. Albert Hodges, Treas.

		Basis	Taxes and Int.	Total
Tax Levy 1934	For County Tax, R. and P.	80	1.46	
	For County Interest		.15	
	For State Tax, R. and p.		.18	
	For State Intangible		.01	
	For Costs, Notices and Fees		2.00	$3.90
	For Prior Taxes			10.90
				$ 14.80

ORDER NISI

Ordered, That the sale of the land in the Second Election District of Anne Arundel County assessed to Carl C. Kidwell, made and reported by C. Albert Hodges, late Treasurer of said county, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of April, next; provided a copy of this order be inserted in some newspaper published in said county once in each of three successive weeks before the 10th day of April, next.

The Report states the amount of sale to be $29.00

Purchaser : W. G. Williams

Linwood L. Clark,

Judge Fifth Judicial Circuit of Maryland.

Certification of Publication Annapolis, Md., April 14, 1937

We hereby certify, that the annexed Order Nisi--Tax Sale - #2340 "Carl C. Kidwell" was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of April, 1937. The first insertion being made the 15th. day of March, 1937.

The Capital-Gazette Press, Inc.

By Lillie L. French.

Certificate of Publication Annapolis, Md., April 15, 1937

We hereby certify, that the annexed Order Nisi --Tax Sale - #2340 Carl C. Kidwell was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of April, 1937. The first insertion being made the 24th day of March, 1937.

The Capital-Gazette Press, Inc.
By Lillie L. French.

ORDER

Ordered By The Court, this 17th day of April, 1937, that the sale made and reported by C. Albert Hodges late Treasurer aforesaid, be and the same is hereby ratified and confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause; and that the Treasurer be allowed the usual commissions fixed by law, and such proper expenses as he shall produce vouchers therefor.

Linwood L. Clark,

Judge Fifth Judicial Circuit of Maryland.

Decree May 23, 1939 -- Filed May 23, 1939

This case standing ready for hearing and being submitted on Bill and Answers,

It is thereupon this 23 day of May 1939, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that the Tax Sale proceedings known and designated as No. 2340 "In the Matter of the Tax Sale of the Land of Carl C. Kidwell", be and the same is hereby

declared null and void and the sale made to William G. Williams in pursuance thereto set aside to all intents and purposes whatsoever so far as the same may interfer_ with the title to the property or in any manner affect the right or claim of the Plaintiff under her mortgage dated September 14, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 37, folio 485, from Carl C. Kidwell and wife.

And the Clerk of this Court is hereby directed to make note of this decree on the Tax Sale Docket.

And it is further ADJUDGED, ORDERED AND DECREED That the Plaintiff pay the cost of this suit.

Ridgely P. Melvin , A. J.

In The Matter of the Change of Name of Marlin David Clausner Apple	:	No. 7828 Equity In The Circuit Court for Anne Arundel County.

Petition to Change Name to Marlin David Clausner -- Filed May 24" 1939.

To the Honorable, The Judges of Said Court:

The Petition of Marlin David Clausner Apple respectfully represents:

(1) That he is a midshipman at the United States Naval Academy in the City of Annapolis, where he has resided for the past three and one-half years, and is more than twenty-one years of age.

(2) That he desires that his name, Marlin David Clausner Apple, shall be changed to Marlin David Clausner for the reasons that his mother has been divorced from his father, and she desires that he drop the name, Apple, and adopt the name Clausner, which is her maiden name and as well the last name of his uncle, Leon Clausner, who was killed in action during the World War.

Wherefore, your petitioner prays that his name may be changed to Marlin David Clausner.

And As In Duty Bound, Etc.

Ex

Marlin David Clausner Apple
Petitioner.

Albert J. Goodman
Attorney for Petitioner

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 10th day of May, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Marlin David Clausner Apple and made affirmation in due form of law that the matters and facts stated in the aforegoing petition are true to the best of his knowledge and belief.

As Witness my hand and Notarial seal.

(Notarial Seal) Grace E. Roth
Notary Public.

Order of Publication -- Filed May 24" 1939.

The object of the petition in the above case is to change the name of Marlin David Clausner Apple to that of Marlin David Clausner.

The petition states that the petitioner is a midshipman at the United States Naval Academy at Annapolis, Maryland, where he has resided for three and one-half years, and that he is more than twenty-one years of age.

That he desires that his name, Marlin David Clausner Apple, shall be changed to Marlin David Calusner for the reasons that his mother has been divorced from his father, and she desires that he drop the name, Apple, and adopt the name, Clausner, which is her maiden name and as well the last name of his uncle, Leon Clausner, who was killed in action during the World War.

It is thereupon this 24" day of May, 1939, by the Circuit Court for Anne Arundel County, 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 four successive weeks before the 26" day of June, 1939, giving notice to whom it may concern to appear in this Court in person or by solicitor on or before the 11" day of July, 1939, to show cause, if any there be, why a decree should not be passed as prayed.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Maryland

This is to Certify That the annexed advertisement of Order of Publication was inserted in The Southern Maryland Times, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of June, 1939; that is to say, the same was inserted in the issues of May 26, June 2, 9, 16, 1939.

The Southern Maryland Times
Thomas L. Christian,
Business Manager.

By Jeanette Cadell

Decree -- Filed July 17" 1939.

Upon consideration of the aforegoing petition and affidavit, it is this 17 day of July, 1939, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED that the name of Marlin David Clausner Apple of the City of Annapolis, State of Maryland, be and it is hereby changed from Marlin David Clausner Apple to Marlin David Clausner as prayed in said petition.

And it is further ADJUDGED, ORDERED AND DECREED that the petitioner pay the costs of these proceedings, to be taxed by the Clerk.

Ridgely P. Melvin, A. J.

In The Matter of the Sale of the Mortgaged Real Estate of Reuben F. Grempler and Margaret L. Grempler, his wife.	:	No. 7829 Equity In the Circuit Court for Anne Arundel County.

Mr. Clerk:

Please docket the within foreclosure and file the within original mortgage.

J. Oliver Clark, Attorney.

Mortgage --Filed May 24" 1939.

This Mortgage, Made this 7th day of December 1934, by and between Reuben F. Grempler and Margaret L. Grempler, his wife of Anne Arundel Co., State of Maryland, Mortgagors, and Home Owners' Loan Corporation, Mortgagee.

Whereas, the Mortgagors are indebted unto the Mortgagee in the sum of Three Thousand Five Hundred Twenty and No/100 Dollars, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagee their joint and several promissory note of even date herewith for said sum of Three Thousand Five Hundred Twenty and No/100 Dollars, with

interest to accrue thereon at the rate of Five per centum per annum, which sum with interest the Mortgagors hereby covenant to pay to the Mortgagee at its office in Washington, D. C., in monthly instalments of $27.83 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance; and

Whereas, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

Whereas, said Mortgagors are desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

Now Therefore This Mortgage Witnesseth, that for and in consideration of the premises and of the sum of One Dollar and other valuable considerations the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Anne Arundel County, State of Maryland, and described as follows, that is to say;

All that lot of ground situate in the Fifth Election District of Anne Arundel County, and more particularly described as follows:

Beginning for the same in the centre line of the Hammond Ferry Road at the end of the fifth or south eighty-six degrees west fifteen feet line of the lot of ground described in the deed from the Maryland Electric Railway Company, etc., to Frank J. Schultz and Margaret A. Schultz, his wife, dated November 5, 1906, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 52 folio 285, and thence running with and binding on the fifth and fourth lines of said lot of ground reversely, the following courses and distances: north eighty-six degrees east fifteen feet to the easternmost side of Hammond Ferry Road, thence north eighty-six degrees east two hundred feet, thence northerly parallel to the centre line of Hammond Ferry Road one hundred feet, thence south eighty-six degrees west two hundred feet to the easternmost side of Hammond Ferry Road, thence still south eighty-six degrees west fifteen feet to the centre line of Hammond Ferry Road, thence southerly with the centre thereof one hundred feet to the place of beginning; containing 20,000 square feet of land, exclusive of the County Road.

Being the same property described in a deed to the said Reuben F. Grempler and Margaret L. Grempler, his wife, dated December 7, 1934 from Frank J. Schultz and Margaret A. Schultz, his wife, and recorded among the Land Records of Anne Arundel County prior to these presents.

This mortgage is a purchase money mortgage, and is given as part of the purchase price of the within described property.

Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenences and advantages thereto belonging, or in anywise appertaining, together with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

To Have And To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple.

It is agreed by the parties hereto that wherever there is a reference in this mortgage to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of law) of the same.

Provided that if the Mortgagors shall pay or cause to be paid the aforesaid debt 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.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagors do hereby covenant to pay when legally demandable, and the Mortgagors do further covenant and agree that they shall, whenever called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

The Mortgagors covenant to pay all and singular the costs, charges and expenses, including lawyer's fees reasonably incurred or paid at any time by said Mortgagee, because of the failure on the part of the Mortgagors to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other contingencies, under a mortgage clause in the form approved by the Mortgagee, with insurers and to an amount approved by the Mortgagee, as a further security for said debt, and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder. Upon the failure of the Mortgagors to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants in said note and in this mortgage set

forth and further covenant to keep the premises hereby mortgaged in good tenantable repair in the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder.

The Mortgagors hereby assign to the Mortgagee all rents accruing on said premises and authorize said Mortgagee, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors, and to deduct from such rents all cost of collection and administrstion and to apply the remainder of the same on the debt hereby secured.

All cash advances made by the Mortgagee hereunder subsequent to the closing of the loan, covenanted to be paid by the Mortgagors, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Six (6) per centum per annum. It is agreed that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as witn the Mortgagors without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee and no extension of the time for the payment of said debt given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

The Mortgagors bind themselves not to erect or permit to be erected any new buildings on said premises or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note and this mortgage shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any junior mortgage should be instituted or any junior lien of any kind should be enforced, the Mortgagee may at its option immediately declare this mortgage and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or John I. Rowe and _ _____, or either of them, at any time after such default to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives 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 a newspaper printed in Anne Arundel County, and such other notice as by the Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or powers hereby granted, the proceeds arising from such sale, to apply, first, to the payment of all expenses incident to such sale, cluding a fee of Twenty-five (25) 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 Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus (if any) shall be paid to the Mortgagors, or to whomever may be entitled thereto.

The Mortgagors 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, or under the assent to decree as hereinbefore set forth, 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 debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which expenses, costs and commission the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and _____, or either of them, shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

And the Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

Witness the hands and seals of the Mortgagors.

Test:

Augusta M. Brown
As to both.

Reuben F. Grempler (Seal)

Margaret L. Grempler (Seal)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 7th day of December, 1934, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Reuben F. Grempler and Margaret L. Grempler, 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 J. Oliver Clark Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal)

Augusta M. Brown,
Notary Public.

My commission expires the 6 day of May, 1935.

For Value Received, the Home Owners' Loan Corporation hereby assigns the within mortgage

unto J. Oliver Clark for the purpose of collection and foreclosure.

As Witness, the seal of said Corporation and the hand of Charles B. Lyddane, duly authorized, its Regional Treasurer this 22 day of May, 1939.

Witness: (Corporate) Chas B. Lyddane

Edith S. Affoyrow (Seal) Regional Treasurer

Received for Record 24 day of May, 1939, at 1 o'clock P. M. and the same day recorded in Liber F. A. M., No 131, Fol. 584, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Statement of Mortgage Claim -- Filed June 13", 1939.

Statement of the Mortgage Claim of Home Owners' Loan Corporation under the mortgage (filed in the above entitled case) from the defendants above captioned.

Loan No. 18-7-C-1258 4D-M

Date of Loan	12-7-34
Original Amount of Loan	$3520.00
Applied to Principal	103.14
Principal Balance Due	3416.86
Unpaid Interest due as of 4-5-38 to 6-16-39	204.27
TOTAL AMOUNT DUE 6-16-39	3621.13

George R. Davis

Deputy for the Regional Accountant.

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 12th day of June, in the year nineteen hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared George R. Davis Deputy for the Regional Accountant of the Home Owners' Loan Corporation, the plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just 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.

(Notarial Seal) Edward C. Golder

Notary Public.

Bond -- Filed and Approved 16" June, 1939.

Know All Men By These Presents:

That we, J. Oliver Clark of Annapolis, Maryland as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand ($1,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 8th day of June in the year of our Lord ninteen hundred and thirty-nine.

Whereas, the above bounden J. Oliver Clark by virtue of the power contained in a mortgage from Reuben F. Grempler and Margaret L. Grempler, his wife to the Home Owners' Loan Corporation bearing date the 7th day of December, 1934 and recorded among the mortgage records

of Anne Arundel County in Liber F. A. M. No. 131 Folio 580 and duly assigned to J. Oliver Clark, who 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 J. Oliver Clark 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 J. Oliver Clark 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 — J. Oliver Clark (Seal)

in the presence of — (Corporate) — Fidelity and Deposit Company

Margaret E. Branzell — (Seal) — of Maryland.

As to surety: — By E. V. Shockley,

By I. Grant. — Attorney-in-fact.

Assignee's Report of Sale -- Filed June 17th. 1939.

To The Honorable, The Judges of Said Court:

The Report of Sale of J. Oliver Clark, Assignee of the mortgage filed in these proceedings, respectfully shows:

(1). That under and by virtue of the power of sale contained in a mortgage from Reuben F. Grempler and Margaret L. Grempler, his wife, dated the 7th day of December, 1934, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 131 folio 580, the said J. Oliver Clark, as the Assignee of said mortgage, by short assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due 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 also by handbills distributed throughout the vicinity of the property and elsewhere, did on Friday, June 16th, 1939, at 11:00 o'clock A. M. at the Court House door, in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said J. Oliver Clark, Assignee as aforesaid, then and there sold the said property to the Home Owners' Loan Corporation at and for the sum of Thirty-three Hundred Dollars ($3300.00), it being at that figure the highest bidder therefore, the said property being the following:

All that lot of ground situate in the Fifth Election District of Anne Arundel County, Maryland, and more particularly described as follows:

Beginning for the same in the center line of the Hammond Ferry Road at the end of the fifth or south eighty-six degrees west fifteen feet line of the lot of ground described in the deed from the Maryland Electric Railway Company etc., to Frank J.Schultz and Margaret A. Schultz, his wife, dated November 5, 1906, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 52 folio 285, and thence running with and binding on the

fifth and fourth lines of said lot of ground reversely, the following courses and distances: north eighty-six degrees east fifteen feet to the easternmost side of Hammond Ferry Road, thence north eighty-six degrees east two hundred feet, thence northerly parallel to center line of Hammond Ferry Road one hundred feet, thence south eighty-six degrees two hundred feet to the easternmost side of Hammond Ferry Road, thence still south eighty-six degrees west fifteen feet to the center line of Hammond Ferry Road, thence southerly with the center thereof one hundred feet to the place of beginning. Containing 20,000 square feet of land, exclusive of the County Road

Being the same property described in a deed to the said Reuben F. Grempler and Margaret L. Grempler, his wife, dated December 7, 1934 from Frank J. Schultz and Margaret A. Schultz, his wife, recorded among the Land Records of Anne Arundel County.

Improvements consist of 2 story frame dwelling containing 7 rooms 1 bath and 1 car garage.

(2). And the said Assignee further reports that he has received from the purchaser the deposit of Three Hundred Dollars ($300.00) required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

Terms of Sale: A deposit of $300.00 will be required of the purchaser at the time of the sale, and the balance of the purchase money with interest thereon at the rate of 6% per annum to be paid in cash upon final ratification of sale. Taxes and insurance to be adjusted as of the date of this sale.

Respectfully submitted,

J. Oliver Clark, Assignee.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 17th day of June, 1939, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Oliver Clark, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

Witness my hand and Notarial Seal,

(Notarial Seal) Margaret E. Branzell
Notary Public.

ORDER NISI

Ordered, this 17th day of June, 1939, that the sale of the real estate mentioned in these proceedings, made and reported by J. Oliver Clark, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 18th day of July, 1939; 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 July, 1939.

The report states the amount of sales to be Thirty-three hundred Dollars ($3300.00).

John H. Hopkins, 3rd., Clerk

Certificate of Publication Annapolis, Md., July 10, 1939.

We hereby certify, that the annexed Order Nisi--Sale--Reuben F. Grempler and wife No. 7829 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of July, 1939. The first insertion being made the 22nd. day of June, 1939.

The Capital-Gazette Press, Inc.
By Alfaretta Friend.

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 20th day of July, 1939, that the sale made and reported by J. Oliver Clark, Assignee, 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 it is hereby further Ordered that the said Assignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account -- Filed 9 August, 1939.

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.

Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Reuben F. Grempler and Wife in ac. with J. Oliver Clark, Assignee

To Assignee for fee in lieu of commission	$	$ 50.00
To Assignee for Court costs, viz:		
Clerk of Court - costs	24.75	
Auditor	9.00	33.75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising	26.25	
Capital-Gazette Press - handbills	4.75	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
Fidelity & Deposit Co. - bond premium	10.00	
George W. Scible - auctioneer	10.00	
Margaret E. Branzell - Notary fee	.50	
One-half Federal revenue stamps	1.75	
One-half State revenue stamps	1.65	64.40
To Assignee for Taxes, viz:		
1938 State and County taxes	44.06	
1939 State and County taxes ($47.63-adj)	21.91	65.97
To Assignee for Benefit Charges, viz:		
Anne Arundel County Sanitary Commission-		
1937 Water and sewer benefit charge	19.12	
1938 Water and sewer benefit charge	17.68	
1939 Water & sewer benefit charge (adj)	7.47	44.27
To Home Owners Loan Corporation, mortgagee- on account mortgage claim		3,041.61
		$3,300.00

Amount brought forward $3,300.00

Amount of mortgage claim filed	$3,621.13
Cr. Amount allowed as above	3,041.61
Balance subject to decree in personam	$ 579.52

Cr. June 16, 1939 Proceeds of Sale $3,300.00

ORDER NISI

Ordered, This 9" day of August, 1939, That the Report and Account of the Auditor, filed third day in the above entitled cause, Be Ratified and Confirmed , unless cause to the contrary be shown on or before the 11" 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 11" day of September next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., September 14, 1939

We hereby certify, that the annexed Order Nisi - Aud. Acct. - #7829 Eq. 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 11th day of September, 1939. The first insertion being made the 10th day of August, 1939.

The Capital-Gazette Press, Inc.

By H. L. Strange.

Ordered By The Court, this 15 day of Sept., 1939, 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 Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge

In The Matter of the Sale of the	:	No 7830 Equity
Mortgaged Real Estate of	:	In The Circuit Court for
Olivia Williams, widow.	:	Anne Arundel County.

Mr. Clerk:

Please docket the within foreclosure and file the within original Mortgage.

J. Oliver Clark, Attorney.

Mortgage - Filed May 24" 1939. Loan 18-C-No.-1527

This Mortgage, Made this 22nd day of February 1935, by and between Olivia Williams, Widow, of Anne Arundel County, State of Maryland, Mortgagor, and Home Owners' Loan Corporation, Mortgagee.

Whereas, the Mortgagor is indebted unto the Mortgagee in the sum of One Thousand Three Hundred Sixty and No/100 Dollars, in consideration whereof and for value received the Mortgagor has made and passed unto the Mortgagee h__ promissory note of even date herewith for said sum of One Thousand Three Hundred Sixty and No/100 Dollars, with interest to accrue thereon at the rate of Five per centum per annum, which sum with interest the Mortgagor hereby covenants to pay to the Mortgagee at its office in Baltimore, Md., in monthly instalments of $14.43 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagor to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance; and

Ex

Whereas, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law the Mortgagor agrees to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent- and

Whereas, said Mortgagor is desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

Now Therefore this Mortgage Witnesseth, that for and in consideration of the premises and of the sum of One Dollar and other valuable considerations the Mortgagor does hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Anne Arundel County, State of Maryland, and described as follows, that is to say:

Beginning at a point in the line of Cornhill Street at the junction of the partition wall of the brick house owned by Thomas Tydings and the frame dwelling standing on said lot and running thence through and with the partition wall as follows: north 18 degrees east 37 feet 6 inches to the line of Fleet Street, thence running and binding on the same north 48 degrees 15 minutes west 19 feet 6 inches, thence south 18 degrees 15 minutes west 45 feet to the line of Cornhill Street, thence with said line south 72 degrees east 20 feet to the place of beginning.

Being the same property conveyed to Algia R. Williams and Olivia Williams, his wife, by virtue of a deed from James W. Owens, et al., dated May 7, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. 88 folio 286. The said Algia R.Williams having

since departed this life, on or about January 28, 1928, and leaving the said Olivia Williams the sole owner of said property.

Together with the buildings and improvements thereon and the rights, roads, ways,waters privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, to gether with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

To Have And To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple.

It is agreed by the parties hereto that wherever there is a reference in this mortgage to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of law) of the same.

Provided that if the Mortgagor shall pay or cause to be paid the aforesaid debt and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagor shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagor does hereby covenant to pay when legally demandable, and the Mortgagor does further covenant and agree that h__ shall, wherever called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

The Mortgagor covenants to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonable incurred or paid at any time by said Mortgagee, because of the failure on the part of the Mortgagor to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said note and this mortgage or either, ~~and either~~, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagor covenants to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other contingencies, under a mortgage clause in the form approved by the Mortgagee, with insurers and to an amount approved by the Mortgagee, as a further security for said debt, and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagor to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or

right hereunder. Upon the failure of the Mortgagor to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagor covenants to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform comply with and abide by each and every the stipulations, agreements, conditions, and covenants in said note and in this mortgage set forth and further covenants to keep the premises hereby mortgaged in good tenantable repair in the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder.

The Mortgagor hereby assigns to the Mortgagee all rents accruing on said premises and authorizes said Mortgagee, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagor, and to deduct from such rents all cost of collection and administration and to apply the remainder of the same on the debt hereby secured.

All cash advances made by the Mortgagee hereunder subsequent to the closing of the loan, covenanted to be paid by the Mortgagor, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Six (6) per centum per annum. It is agreed that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee, may, without notice to the Mortgagor deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee and no extension of the time for the payment of said debt given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein either in whole or in part.

The Mortgagor bind herself not to erect or permit to be erected any new buildings on said premises or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note and this mortgage shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any junior mortgage should be instituted or any junior lien of any kind should be enforced, the Mortgagee may at its option immediately declare this mortgage and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or John I. Rowe and _____, or either of them, at any time after such default to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, int-

erest charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives 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 a newspaper printed in Anne Arundel County, and such other notice as by the Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or 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 (25) 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 Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus (if any) shall be paid to the Mortgagor, or to whomever may be entitled thereto.

The mortgagor does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, or under the assent to decree as hereinbefore set forth, there shall be and become due by her 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 debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which expenses, costs and commission the Mortgagor does hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and _____, or either of them, shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

And the Mortgagor further covenants to warrant specially said property and to execute such further assurances thereof as may be requisite.

Witness the hand and seal of the Mortgagor.

Test: Olivia Williams (Seal)
Augusta M. Brown
As to Both

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 22nd day of February, 1935, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Olivia Williams, Widow, the Mortgagor named in the aforegoing Mortgage, and she acknowledged the aforegoing Mortgage to be her act. At the same time also appeared J. Oliver Clark, Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal) Augusta M. Brown

My commission expires the 6 day of May, 1935. Notary Public.

For Value Received the Home Owners' Loan Corporation assigns the within mortgage unto J. Oliver Clark, for the purpose of collection and foreclosure.

As Witness, the seal of said Corporation and the hand of Charles B. Lyddane, duly authorized, its Regional Treasurer, this 15th day of May, 1939.

Witness: (Corporate) Chas. B. Lyddane,

Edward C. Golder (Seal) Regional Treasurer

Received for Record 24 day of May, 1939, at 1.10 o'clock P. M. and the same day recorded in Liber F. A. M., No. 137, Fol. 43 Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Statement of Mortgage Claim --Filed June 13" 1939.

Statement of the Mortgage Claim of Home Owners' Loan Corporation under the mortgage (filed in the above entitled case) from the defendants above captioned.

Loan No. 18-22-C-1527

Date of Loan	2-22-35
Original Amount of Loan	$1360.00
Applied to Principal	290. 19
Principal Balance Due	1069.81
Unpaid Interest due as of 7-22-38 to 6-16-39	48.30
TOTAL AMOUNT DUE 6-16-39	1118.11

George R. Davis

Deputy for the Regional Accountant.

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 12th day of June, in the year nineteen hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared George R. Davis, Deputy for the Regional Accountant of the Home Owners' Loan Corporation, the plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just 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.

(Notarial Seal) Edward C. Golder

Notary Public.

Bond -- Filed and Approved 16" June 1939.

Know All Men By These Presents:

That we, J. Oliver Clark of Annapolis, Maryland as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand ($1,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 8th day of June in the year of our Lord nineteen hundred and thirty-nine.

Whereas, the above bounden J. Oliver Clark by virtue of the power contained in a mortgage from Olivia Williams, widow to the Home Owners' Loan Corporation bearing date the 22nd

day of February, 1935 and recorded among the mortgage records of Anne Arundel County in Liber F. A. M. No. 137 Folio 40 and duly assigned to J. Oliver Clark, who 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 J. Oliver Clark 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 J. Oliver Clark 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.

J. Oliver Clark (Seal)

Signed, sealed and delivered
in the presence of
Margaret E. Branzell

Fidelity and Deposit Company of Maryland
By E. V. Shockley
Attorney-in-fact.

(Corporate)
(Seal)

As to surety:
By I. Grant.

Assignee's Report of Sale -- Filed June 17th. 1939.

To The Honorable, The Judges of Said Court:

The Report of Sale of J. Oliver Clark, Assignee, of the mortgage filed in these proceedings, respectfully shows:

(1). That under and by virtue of the power of sale contained in a mortgage from Olivia Williams, widow, dated the 22nd day of February, 1935, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 137 folio 40, the said J. Oliver Clark, as the Assignee of said mortgage, by short assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due 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 also by handbills distributed throughout the vicinity of the property and elsewhere, did on Friday, June 16th, 1939 at 11:15 o'clock A. M. at the Court House door, in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said J. Oliver Clark, Assignee as aforesaid, then and there sold the said property to the Home Owners' Loan Corportion at and for the sum of Eleven Hundred Dollars ($1100.00), it being at that figure the highest bidder therefor, the said property being the following:

All that lot of ground situate in the City of Annapolis, Maryland, and more particularly described as follows:

Beginning at a point in the line of Cornhill Street at the junction of the partition wall of the brick house owned by Thomas Tydings and the frame dwelling standing on said lot and running thence through and with the partition wall as follows: north 18° east 37 feet 6 inches to the line of Fleet Street, thence running and binding on the same north 48° 15' west 19 feet 6 inches, thence south 18° 15' west 45 feet to the line of Cornhill Street, thence with said line south 72° east 20 feet to the place of beginning.

Being the same property conveyed to Algia R. Williams and Olivia Williams, his wife, by virtue of a deed from James W. Owens, et al., dated May 7, 1923 and recorded among the

Land Records of Anne Arundel County in Liber W. N. W. 88 folio 286. The said Algia R. Williams having since departed this life on or about January 28, 1928 and leaving the said Olivia Williams the sole owner of said property.

Improvements consist of 2 story frame dwelling containing 5 rooms and 1 bath.

(2). And the said Assignee further reports that he has received from the purchaser the deposit of Three Hundred Dollars ($300.00) required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

Terms of Sale: A deposit of $300.00 will be required of the purchaser at the time of the sale, and the balance of the purchase money with interest thereon at the rate of 6% per annum to be paid in cash upon final ratification of sale. Taxes and insurance to be adjusted as of the date of this sale.

Respectfully submitted, J. Oliver Clark, Assignee.

State of Maryland, Anne Arundel County, To Wit:
I hereby certify that on this 17th day of June, 1939, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Oliver Clark, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.
Witness my hand and Notarial Seal,
(Notarial Seal) Margaret E. Branzell, Notary Publi
Ordered, this 17th day of June, 1939, that the sale of the real estate mentioned in these proceedings, made and reported byJ. Oliver Clark, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 18th day of July, 1939; 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 July, 1939.

The report states the amount of sales to be Eleven Hundred Dollars ($1100.00)

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., July 10, 1939.

We hereby certify, that the annexed Order Nisi - Sale - Olivia Williams, widow, No. 2830 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of July, 1939. The first insertion being made the 22nd day of June, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 20day of July, 1939, that the sale made and reported by J. Oliver Clark, Assignee, 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 it is hereby further Ordered that the said Asignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account -- Filed 9 August, 1939.

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.

_____
Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Olivia Williams, Widow in ac. with J. Oliver Clark, Assignee.

To Assignee for fee in lieu of commission $ $ 50.00

To Assignee for Court costs, viz:

Amount brought forward	$	$ 50.00
To Clerk of Court - costs	24.75	
Auditor	9.00	33.75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising	21.00	
Capital-Gazette Press - handbills	4.75	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - Order nisi on auditor's acct.	5.00	
George W. Scible - auctioneer	10.00	
Fidelity & Deposit Co. - bond premium	10.00	
Margaret E. Branzell - notary fee	.50	
One-half Federal Revenue stamps	.75	
One-half State revenue stamps	.55	57.55
To Assignee for Taxes, viz:		
1938 State and County taxes	18.81	
1939 State and County taxes ($28.96adj.)	13.28	
1937 City taxes	9.89	
1938 City taxes ($25.65-adj.)	23.53	65.51
To Assignee for Benefit charges, viz:		
Annapolis Water Co. , Water rent in arrears	52.50	
Water rent ($5.25-adj)	4.41	56.91
To Home Owners Loan Corporation, mortgagee on account mortgage claim		836.28
		$1,100.00

Amount of mortgage claim filed	$1,118.11
Cr. Amount allowed as above	836.28
Balance subject to decree	$ 281.83

Cr. June 16,1939 --- Proceeds of Sale $1,100.00

ORDER NISI

Ordered, This 9" day of August, 1939, 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 11" 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 11" day of September next.

John H. Hopkins 3rd., Clerk.

Certificate of Publication Annapolis, Md., September 14, 1939.

We hereby certify, that the annexed Order Nisi - Aud. acct. - Williams # 7830 Eq. 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 11th day of September, 1939. The first insertion being made the 10th day of August, 1939.

The Capital-Gazette Press, Inc.
By H. L. Strange.

In the Circuit Court for Anne Arundel County

Ordered by the Court, this 15th day of Sept., 1939, 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 Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

Harry Howard Carter, et al	:	No. 7779 Equity
vs.	:	In The Circuit Court for
Mary Elizabeth Hager, et al	:	Anne Arundel County.

Bill of Complaint -- Filed March 20th,1939.

To The Honorable, The Judges of Said Court:-

Your Petitioners, complaining, say:

First. That on or about June 9, 1918, George Carter, of Anne Arundel County, Maryland, departed this life testate.

His Last Will and Testament was duly admitted to probate in the Orphans Court for Anne Arundel County on or about the 20 th day of July, 1918; a certified copy of which Last Will and Testament is filed herewith, and prayed to be taken as a part hereof, and marked "Plaintiffs' Exhibit A."

Second. That in and by the provisions of the Last Will and Testament of George Carter, he devised to his wife, Anne Carter, for the term of her natural life, a farm with improvements thereon, containing 243¼ acres of land, more or less, located near the head of South River, in Anne Arundel County, State of Maryland, with remainder in fee simple to his three sons, Michael F. Carter, Albert A. Carter and Harry H. Carter. The said Anne Carter has since departed this life. Being the same property which was conveyed to George Carter by Mary L. Crane and husband, by deed dated November 5, 1890, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 38, folio 36, a certified copy of which deed is filed herewith and prayed to be taken as a part hereof, and marked "Plaintiffs' Exhibit B."

Ex

Third. That Michael F. Carter, late of Anne Arundel County, died intestate on January 6, 1938, unmarried, and without issue, and his estate has been duly administered in the Orphans Court for Anne Arundel County, and closed.

Fourth. That during the life time of the said Michael F. Carter, deceased, he with his brother, Harry H. Carter, unmarried, and his brother, Albert A. Carter and his wife, Margaret Carter, by deed dated March 28, 1930, exchanged with Dorothy K. Luttrell certain property in the Second Election District of Anne Arundel County for the purpose of establishing the line of division between the said respective properties. A certified copy of said deed, recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 63, folio 408, is filed herewith and prayed to be taken as a part hereof, and marked "Plaintiffs' Exhibit C."

Fifth. That Michael F. Carter left surviving him as his heirs-at-law the following named persons:

A brother, Harry Howard Carter , A Brother, Albert Alfred Carter , A sister, Kate Helena Ketchum, A sister, Mary Elizabeth Hager, A sister Annie May Harding

The following named children of John G. Carter, a brother who predeceased the said Michael F. Carter:

Mary Pansy Ludwig, Evelyn Rose Carroll, Ralph Anthony Carter, Trueman Frederick

Carter, John Francis Carter, John Stuart Jeffries, Jr., a minor, the only heir-at-law of Clara Ruby Jeffries, deceased, who was a daughter of John G. Carter, deceased.

The following named children of Thomas Carter, a brother who predeceased the said Michael F. Carter:

George Joseph Carter, Mary Ann Cook, Hilda Norine Straub, Charles Richard Carter.

The following named children of George Edward Carter, a brother who predeceased the said Michael F. Carter:

Mary Rosella Carter, Anna Caroline Bachmann,

The following named children of Edward L. Carter, a brother who predeceased the said Michael F. Carter:

Thersa Georgena Marshall, Harvey Francis Carter, Mildred Catherine Carter, non compos mentis

Sixth. That the real estate mentioned herein is not susceptible of partition in kind between the heirs-at-law of Michael F. Carter, deceased, nor can it be divided among those in interest without material loss or injury.

To The End Therefore:

1. That this Honorable Court may pass a Decree for the sale of the property herein mentioned, and that the money rising from such sale be divided among the parties according to their respective interests and rights.

2. That your Petitioners may have such other and further relief as their case and equity may require.

May it please your Honors to grant unto your Petitioners the writ of subpoena directed to:

George Joseph Carter, Pelma Avenue, Halethorpe, Maryland.

Charles Richard Carter, 3525 Sidney Street, Westport, Baltimore, Maryland.

Anna Caroline Bachmann, 111 Archwood Avenue, Annapolis, Maryland.

Mildred Catherine Carter, non compos mentis, a patient at Rosewood Training School, Owens Mills, Baltimore County, Maryland, who in the case of Jungers vs. Carter, Equity No. 5252, in the Circuit Court for Anne Arundel County, had appointed as her Guardian by an order of this Court Ada Beatrice Brady, Annapolis, Maryland, R. F. D. No. 1.

Commanding them to be and appear in this Honorable Court either in person or by solicitor on some certain date to be named therein to answer the premises and abide by and perform such decree as may be passed herein.

And further, may it please your Honors to grant unto your Petitioners the order of publication giving notice to:

Annie May Harding, Mary Pansy Ludwig, Evelyn Rose Carroll,

Ralph Anthony Carter, John Stuart Jeffries, Jr., a minor,

John Francis Carter, Mary Rosella Carter, Thersa Georgena Marshall, all residents of Washington, District of Columbia.

Mary Elizabeth Hager, a resident of St. Louis, Missouri.

Trueman Frederick Carter, a resident of Salt Lake City, Utah.

Mary Ann Cook, Quantico, Virginia. Hilda Norine Straub, a resident of Columbus, Ohio.

Harvey Francis Carter, a resident of Philadelphia, Pennsylvania.

All of whom are non-residents of this State, of the object and substance of this Bill, warning them to be and appear in this Court in person or by solicitor on some day to be nam-

ed therein to answer the premises and abide by and perform such decree as may be passed therein. And, As In Duty Bound, etc.

Harry Howard Carter
Albert Alfred Carter.
Kate Helena Ketchum.

George E. Rullman
Solicitor for Petitioners.

City of Washington, District of Columbia, to wit:-

I hereby certify that on this 17th day of March, in the year 1939, before me, the subscriber, a Notary Public of the District of Columbia, in and for said City, personally appeared Harry Howard Carter, Albert Alfred Carter and Kate Helena Ketchum, and made oath in due form of law that the matters set forth in the foregoing bill of complaint are true as therein stated to the best of their knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal) Henry R. Linfoot
Notary Public, D. C.

Plaintiffs' Exhibit A. -- Filed March 20th. 1939

I, George Carter, of Anne Arundel County, in the State of Baltimore, do hereby make, publish and declare this as and for my last will and testament, hereby revoking any and all former wills by me at any time made.

1. I give to my son George J. Carter my gold watch and chain.

11. I give to my son Michael F. Carter my new gun.

111. I give to my son Harry H. Carter my diamond ring.
1V. I give to my son Albert A. Carter my diamond stud.
V. I give, devise and bequeath to my dear wife, Ann Carter, for the term of her natural life, my farm consisting of about two hundred and forty-two acres, located near the head of South River, in Anne Arundel County, in the State of Maryland, together with all stock, implements, household goods and other personal property now located on said farm, with remainder in fee simple to my three sons Michael F. Carter, Albert A. Carter and Harry H. Carter.

Vl. I give, devise and bequeath unto my said wife for the term of her natural life all my real estate, consisting of about four lots, with the improvements thereon, located at Mt. Winans, in Baltimore County, in the State of Maryland, with remainder in fee simple to John G. Carter, and Albert A. Carter, as trustees, in trust to make sale of the same as soon as may be done without undue sacrifice after the death of my said wife and to divide the proceeds of said sale into seven equal parts, which shall be distributed as follows: a one seventh part to John G. Carter, a one seventh part to George J. Carter, a one seventh part to Mary Hager, a one seventh part to Kate Ketchum and a one seventh part to Annie Harding, the child or children of any of my said children who may be dead at the period of distribution to take the share which his, her or their parent would have taken if living; a one seventh part to be divided share and share alike among the then living children of my deceased son Thomas Carter and a one seventh part to be divided share and share alike among the then living children of my deceased son Edward L. Carter.

Vll. I give and bequeath to my said wife all the net income from all the rest, residue and remainder of my estate, real and personal, and wheresoever situated, including more specifically all cash in bank, amounting to about four thousand dollars, the principal or corpus of my residuary estate, including said cash on the death of my wife to be divided share and share alike, per stirpes, among my then living children and the lineal descendents of such of my children as may then be dead, whether dying before or after the making of this my last will

and testament.

Vlll. I nominate, constitute and appoint my sons Michael F. Carter, Harry H. Carter and Albert A. Carter to be the executors of this my last will and testament, without bond.

Witness my hand and seal this 28" day of June, 1918.

George Carter (Seal)

Signed, sealed, published and declared as and for his last will and testament by the above named testator in the presence of us who, at his request, in his presence and in the presence of each other, have hereunto subscribed our names as attesting witnesses:

insertion "on the death of
my wife" made before execution.
G. C.

Dr. Walter G. Nelson

Edmund T. Cieminski

I. H. Linton

Anne Arundel County, Ss:

On the 20th day of July, 1918 came Michael F. Carter, one of the Executors and made Oath in due form of law, that he do__ not know of any Will or Codicil of George Carter late of said County, deceased, other than the above instrument of writing, and that he received the same from one of the sisters of Georgetown University Hospital Washington, D. C., and this day delivered the same to the Register of Wills for probate and that the deceased departed this life on or about the 29" day of June, 1918.

Sworn to before

Test: Oden B. Duckett
Register of Wills for Anne Arundel County

Anne Arundel County, Ss:

On the 25th day of Sept., 1918 came Dr. Walter G. Nelson and I. H. Linton, two of the subscribing witnesses to the aforegoing last Will and Testament of George Carter late of said County, deceased, and made oath in due form of law, that they did see the Testator sign and seal this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they together with Edmund T. Cieminski the other subscribing witness thereto subscribed their names as witnesses to this Will in his presence, at his request and in the presence of each other.

Sworn to before

Test: Oden B. Duckett
Register 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 of George Carter, deceased, and also the evidence adduced as to its validity, orders and decrees this 1st day of October, 1918,,that the same be admitted in this Court as the true and genuine last Will and Testament of the said George Carter, deceased.

Judges (James Cusack, C.J.
(Lemon Beall, A. J.
(Geo. W. Hyde, A. J.

State of Maryland , Anne Arundel County

I, R. Glenn Prout, 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 George Carter late of said County deceased together with proof and probate thereof taken from Wills Liber O. B. D. 2, folio 111, one of the records filed, recorded and

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

4th day of March in the year of our Lord, nineteen and thirty-nine

(Corporate) R. Glenn Prout
Register of Wills for Anne Arundel County.
(Seal) By Clemence G. Burwell, Clerk.

Plaintiffs' Exhibit B. --Filed March 20th., 1939.

This Deed made this fifth day of November in the year one thousand, eight hundred and ninety by Mary L. Crane and A John G. Crane, her husband of Anne Arundel County, in the State of Maryland,

Witnesseth, that for and in consideration of the payment of the sum of sixteen hundred dollars the receipt whereof is hereby acknowledged, the said Mary L. Crane and John G. Crane her husband do grant and convey unto George Carter of Baltimore County in the State of Maryland, All that tract of land situate lying being in the second Election District of Anne Arundel County, known by the name of Griffiths Lands Resurveyed. Containing two hundred and forty three and one quarter acres of land, more or less, which was conveyed by John H. Bonberger to the said John G. Crane by deed dated on the 9th day of April, 1880 and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 15 folio 452 &c., and being the same land which was by deed dated on the 26th day of August 1880 and duly recorded among the said Land Records in Liber S. H. No. 16 fol. 182 &c., conveyed by said John G. Crane to the said Mary L. Crane his wife she purchasing said property out of money belonging to her seperate estate.

Together with all the improvements thereon made being and erected and and all the roads, alleys, lands, ways, waters, rights, advantages, and privileges to the same belonging or in anywise appertaining and all the appurtenances, To Have and To Hold the said land and premises to and unto the said George Carter his heirs and assigns, in fee simple, for ever. And the said Mary L. Crane and John G. Crane do covenant that they will warrant specially the property hereby conveyed and that they will execute such further assurance as may be necessary.

In Testimony Whereof, they have hereunto set their hands and seals.

Test: Thos Basil Mary L. Crane (Seal)
Robbin A. Dobbin John G. Crane (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this fifth day of November 1890, before me the subscriber, a Justice of the peace of the State aforesaid in and for the County aforesaid, personally appeared Mary L. Crane and John G. Crane, and did each acknowledge the foregoing deed to be their respective Act and deed.

Recorded 5th November 1890. Thos. Basil J. P.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify that the foregoing Deed was truly taken and copied from Liber S. H. No. 38, folio 36, 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 3rd day of March, A. D. 1939.

John H. Hopkins, 3rd., Clerk.
(Corporate Seal)

Plaintiffs' Exhibit C. -- Filed March 20th., 1939.

This Deed, made this 28th day of March, in the year one thousand nine hundred and thirty, by and between Michael F. Carter, unmarried, of Anne Arundel County, State of Maryland, Harry

H. Carter, unmarried, of Washington, District of Columbia, and Albert A. Carter and Margaret Carter, his wife, of Washington, District of Columbia, parties of the first part, and Dorothy K. Luttrell, widow, of Anne Arundel County, State of Maryland, party of the second part.

Whereas the parties hereto respectively of the first and second parts have mutually agreed to convey one to the other those portions of their respective lands hereinafter mentioned necessary to be conveyed in order that the National Defence Highway shall be the line of division between their said respective properties.

Now, Therefore, This Deed Witnesseth: That the said parties of the first part, in consideration of the premises and the sum of Five Dollars, this day paid, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said party of the second part, her heirs and assigns, in fee simple, all those parts of their land in the Second Election District of Anne Arundel County, in the State of Maryland, lying north of that part of the center line of the National Defence Highway which is described as follows:

Beginning for the same at a point in the center line of the National Defence Highway where said center line is intersected by the westernmost outline of the land which, by deed dated July 3, 1924, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 93, folio 441, was granted and conveyed by Philip Y. K. Howat and wife to the said Dorothy K. Luttrell and W. Lee Luttrell, her husband, said point of beginning, as said land is now surveyed, being north twenty-two degrees one minute east sixty and twenty-five one-hundredths feet from the base of three birch trees growing out of the same root and located at the southernmost terminus of said westernmost outline of said land so conveyed to Dorothy K. Luttrell and her husband; and running thence easterly binding on said center line of said National Defence Highway to the easternmost line of the said land so conveyed to Dorothy K. Luttrell and her husband, by Philip Y. K. Howat.

Being part of the land which, by deed dated November 5,1890, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 38, folio 36, was granted and conveyed by Mary L. Crane and husband, to George Carter, father of the said Michael F. Carter, Harry H. Carter and Albert A. Carter, and title to which was acquired by said Michael F. Carter, Harry H. Carter and Albert A. Carter, under and by virtue of the Last Will and Testament of the said George Carter, admitted to probate by the Orphans Court of Anne Arundel County on October 1, 1918, and recorded in the Office of the Register of Wills for said County in Liber Wills ~~/~~-No. 48, folio 111.

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

To Have And To Hold the said land and premises unto and to the use of the said Dorothy K. Luttrell, her heirs and assigns, in fee simple.

And this deed further witnesseth that the said party of the second part, in consideration of the premises and the sum of Five Dollars, this day paid, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said Michael F. Carter, Harry H. Carter,and Albert A. Carter, their heirs and assigns, in fee simple, all those parts of her land in the Second Election District of Anne Arundel County in the State of Maryland lying south of that part of the center line of the National Defence Highway heretobefore described.

Being part of the land which, by deed dated July 3, 1924, and recorded among the aforesaid Land Records in Liber W. N. W. No. 93, folio 441, was granted and conveyed by Philip Y. K. Howat and wife to the said party of the second part and her husband, W. Lee Luttrell, the title to which land vested absolutely in the said party of the second part on the death of her said husband, on November 11, 1928.

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

To Have and to Hold the said land and premises unto and to the use of the said Michael F. Carter, Harry H. Carter and Albert A. Carter, their heirs and assigns, in fee simple.

And the said parties of the first and second parts hereby covenant that they will warrant specially the respective properties hereby granted and conveyed, and that they will execute such further assurances of said respective lands as may be requisite.

Witness the hands and seals of the parties of the first and second parts.

Test:	Michael F. Carter (Seal)
Elizabeth G. Hopkins	Harry H. Carter (Seal)
Test; Henry R. Linfoot	Albert A. Carter (Seal)
Test: Henry R. Linfoot Henry R. Linfoot	Margaret Carter (Seal)
Test: Katherine E. Linthicum	Dorothy K. Luttrell (Seal)

State of Maryland, County of Anne Arundel Sct:

I Hereby Certify that on this 29th day of March in the year one thousand nine hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Michael F. Carter, one of the parties of the first part aforesaid, and acknowledged the aforegoing deed to be his act.

Witness my hand and notarial seal.

(Notarial Seal) Elizabeth G. Hopkins
Notary Public.

City of Washington, District of Columbia, Sct:

I Hereby Certify that on this 28th day of March in the year one thousand nine hundred and thirty, before me, the subscriber, a Notary Public of the District of Columbia, in and for the District aforesaid, personally appeared Harry H. Carter , one of the parties of the first part aforesaid, and acknowledged the aforegoing deed to be his act.

Witness my hand and notarial seal.

(Notarial Seal) Henry R. Linfoot

My Commission expires April 9, 1932. Notary Public D. C.

City of Washington, District of Columbia, Sct:

I Hereby Certify, that on this 28th day of March, in the year one thousand nine hundred and thirty, before me, the subscriber, a Notary Public of the District of Columbia, in and for the District aforesaid, personally appeared Albert A. Carter and Margaret Carter, his wife, two of the parties of the first part aforesaid, and severally acknowledged the aforegoing deed to be their respective act.

Witness my hand and notarial seal.

(Notarial seal) Henry R. Linfoot

My commission expires April 9, 1932 Notary Public,D.C.

State of Maryland, County of Anne Arundel Sct:

I Hereby Certify, that on this 29 day of March in the year one thousand nine hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Dorothy K. Luttrell, the party of the second part aforesaid, and acknowledged the aforegoing deed to be her act.

Witness my hand and notarial seal.

(Notarial Seal) Katherine E. Linthicum

Recorded March 29, 1930 at 12 M. Notary Public

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that the foregoing Deed was truly taken and copied from Liber F. S. R. 63, folio 408, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and and affix the Seal of the Circuit Court for Anne Arundel County, this 7th day of March, A. D. 1939.

(Corporate) John H. Hopkins, 3rd.

(Seal) Clerk.

Order of Publication -- Filed March 20th. 1939.

The object of this suit is to procure a Decree for the sale of certain property, containing 242 acres of land, more or less, with improvements thereon, located near the head of South River, Second Election District of Anne Arundel County, Maryland.

The Bill states that on or about the 9th day of June, 1918, George Carter departed this life, testate, and by his Last Will and Testament, probated in the Orphans Court for Anne Arundel County, devised his farm to his wife, Anne Carter, for and during the term of her natural life, with the remainder in fee simple, to his three sons, Michael F. Carter, Albert Alfred Carter, and Harry Howard Carter; that Anne Carter has since departed this life; and that Michael F. Carter died intestate, on or about January 6, 1938, unmarried and without issue; and that his estate has been duly administered in the Orphans Court for Anne Arundel County, and closed. The bill further states that the property therein mentioned is not susceptible of partition in kind among the heirs-at-law of Michael F. Carter, deceased, and can not be divided amongst those in interest without material loss or injury, and prays the Court to pass a Decree for the sale of the said property, and that the proceeds of the same be divided amongst the heirs-at-law of Michael F. Carter as their interest may appear; and that Annie May Harding, Mary Pansy Ludwig, Evelyn Rose Carroll, Ralph Anthony Carter, John Stuart Jeffries, Jr., a minor, John Francis Carter, Mary Rosella Carter, Thersa Georgena Marshall, Mary Elizabeth Hager, Trueman Frederick Carter, Mary Ann Cook, Hilda Norine Straub, and Harvey Francis Carter, are non-residents of the State of Maryland.

It is thereupon this 20th day of March, 1939, ordered by the Circuit Court for Anne Arundel County, in Equity, that the Plaintiffs, by causing a copy of this Order to be inserted in some newspaper in Anne Arundel County once in each of four successive weeks before the 21st day of April 1939, giving notice to the absent Defendants of the object and substance of this Bill, warning them to be and appear in this Court in person or by solicitor on or before the 6th day of May next, to show cause, if any they have, why a Decree ought not to be passed as prayed.

John H. Hopkins, 3rd.,
Clerk.

Certificate of Publication Annapolis, Md., May 25, 1939.

We hereby certify, that the annexed Order of Publication - Harry Howard Carter vs. Harding, et al. Equity #7779 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of April, 1939. The first insertion being made the 23rd day of March, 1939.

The Capital-Gazette Press, Inc.
By Alfaretta Friend, Clerk.

Petition for Guardian ad litem for Infant Defendant and non compos mentis Defendant, and Order of Court thereon. - Filed May 26" 1939.

To The Honorable, The Judges of Said Court:-

The Petition of the Plaintiffs, by George E. Rullman, their Attorney, in the above entitled cause, respectfully show:

First. That John Stuart Jeffries, Jr., a minor, a non-resident, has been duly summoned to appear by an Order of Publication; and the said Mildred Catherine Carter, non compos mentis, has been duly summoned to appear; and these Defendants, one being an infant and the other non compos mentis, cannot answer and defend this suit themselves.

Your Petitioner Therefore prays your Honors to appoint Guardians ad litem for the said infant Defendant and the said non compos mentis Defendant, to appear and answer for said Defendants.

And, As In Duty Bound, etc.

George E. Rullman
Attorney for Plaintiffs

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

I hereby certify that on this 26th day of May, in the year 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George E. Rullman, Attorney for Plaintiffs, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true as therein stated.

Witness my hand and Notarial Seal.

(Notarial Seal) Granville Lee Meredith
Notary Public.

Ordered, this 27th day of May, in the year 1939, by the Circuit Court for Anne Arundel County, in Equity, upon the foregoing Petition and Affidavit, that R. Tilghman Brice 111 be and he is hereby appointed Guardian ad litem to appear and answer for the said non compos mentis Defendant, Mildred Catherine Carter; and further, that Edward G. Chaney be and he is hereby appointed Guardian ad litem to appear and answer for John Stuart Jeffries, Jr., infant Defendant, in the above cause.

Ridgely P. Melvin, Judge.

Answer of John Stewart Jeffries Jr., infant Defendant, by his Guardian ad litem.

Filed June 1" 1939.

To the Honorable, the Judge of said Court:

The answer of John Stuart Jeffries, Jr., an infant, by Edward G. Chaney, his guardian ad litem duly appointed by an Order of this Court, to the Bill of Complaint of Harry Howard Carter, et al. against him in this Court exhibited respectfully shows:

That this defendant, being an infant, cannot admit any of the matters and things in said Bill alleged, submits his rights thereunder to the protection of this Court.

And as in duty bound, etc.,

Edward G. Chaney
Guardian ad litem.

Answer of R. Tilghman Brice, 111, Guardian ad litem of Mildred Catherine Carter.

Filed June 1st. 1939.

To the Honorable, The Judges of said Court:

The Answer of Mildred Catherine Carter, lunatic, by R. Tilghman Brice, 111, Guardian ad litem, duly appointed by Order of this Court, to the Bill of Complaint heretofore filed against her in this Court exhibited:

This Defendant, being a lunatic, can not admit nor deny any of the matters or things in said Bill alleged, and submits her rights thereunder to the protection of this Court.

And as in duty bound, etc.,

R. Tilghman Brice,111.
Guardian ad litem.

General Replication --Filed June 1 st. 1939.

The Plaintiffs join issue on the matters and things stated in the answers of John Stuart Jeffries, Jr., a minor, and Mildred Catherine Carter, non compos mentis, filed by their duly appointed Guardians ad litem, in so far as the same may be taken to deny or avoid the allegations of the Bill of Complaint.

And, As In Duty Bound, etc.,

George E. Rullman
Solicitor for Plaintiffs

Decree Pro Confesso and Leave to Take Testimony -- Filed June 1st., 1939

To The Honorable, The Judges of Said Court:-

The Defendants, George Joseph Carter, Charles Richard Carter, and Anna Caroline Bachmann, having been duly summoned to appear to the Bill of Complaint, and having failed to appear thereto; and the non-resident Defendants, Annie May Harding, Mary Pansy Ludwig, Evelyn Rose Carroll, Ralph Anthony Carter, John Francis Carter, Mary Rosella Carter, Thersa Georgena Marshall, Mary Elizabeth Hager, Trueman Frederick Carter, Mary Anne Cook, Hilda Norine Straub and Harvey Francis Carter having been summoned, by Order of Publication, and having failed to appear or answer to the Bill of Complaint; the infant Defendant, John Stuart Jeffries, Jr., having appeared and answered by his duly appointed Guardian ad litem; and the Defendant, Mildred Catherine Carter, non compos mentis, having appeared and answered by her duly appointed Guardian ad litem; it is prayed that the Bill of Complaint be taken Pro Confesso against the said resident and non-resident Defendants who have failed to appear and answer;

And the Plaintiffs herewith pray that leave be granted to take testimony before one of the standing Examiners of this Court to support the allegations contained in the Bill of Complaint.

And as in duty bound, etc.

George E. Rullman
Solicitor for Plaintiffs.

It is thereupon, this 2nd day of June, in the year 1939, by the Circuit Court for Anne Arundel County, sitting in Equity, Adjudged, Ordered and Decreed that the Plaintiffs are entitled to relief in the premises; but because it does not appear ro what relief the Plaintiffs are entitled, it is further Adjudged and Ordered that leave be granted to the Plaintiffs to take testimony before any one of the standing examiners of this Court to support the allegations of the Bill of Complaint.

Ridgely P. Melvin, Judge.

Testimony on behalf of the Plaintiffs and Defendants, June 16th. 1939. Filed June 26" 1939.

Present:-

Mr. George E. Rullman, Solicitor for Plaintiffs,

Mr. R. T. Brice, lll, Guardian ad Litem, For Mildred Catherine Carter

Mr. Edward G. Chaney, Guardian ad Litem for John Stewart Jeffries, Jr.

Decree Pro Confesso against all other Defendants.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

Witnesses:-

Albert Alfred Carter, ----------2 to 5

Kate Helena Ketchum ---------- 6 to 7

Fred Schoen,---------- 8 to 9

Albert Alfred Carter, a witness of lawful age, being first duly sworn, deposes and says:- (Rullman.)

1. State your name, residence and occupation?

A. Albert Alfred Carter, 1669-Columbia Road, N. W., Washington, D. C. Occupation, Clerk.

2. Do you know the parties to this suit?

A. Yes, I am one of the Plaintiffs, and my brother and sister are Plaintiffs with me, and the Defendants are my brothers and sisters and children of deceased brothers and sisters.

3. Who was George Carter? A. George Carter was my father.

4. Is he living or dead? A. He is dead.

5. Do you know when he died? A. He died June 9th, 1918.

6. Did he leave a last will and testament? A. Yes.

7. Was that Last Will and Testament duly admitted to probate in the Orphans Court for Anne Arundel County? A. Yes.

8. I hand you this paper, will you identify that if you can?

A. Yes, this is a certified copy of the last will and testament of my father George Carter?

9. Was his estate administered in the Orphans Court? A. Yes.

-----Offered as Exam. Exh. No. 1 and filed with testimony Last Will and Testament of George Carter duly recorded in the Will Records of Anne Arundel County in Liber O. B. D. No. 2 folio lll.

10. Did your father die seized and possessed of any real estate in Anne Arundel County?

A. Yes.

11. What real estate was that? A. A farm of 242 acres with improvements thereon.

12. In Item 5 of your father's Will it says:- "I give, devise and bequeath to my dear wife, Ann Carter, for the term of her natural life, my farm consisting of 242 acres located near the head of South River in Anne Arundel County, State of Maryland, together with all stock, implements, household goods and other personal property now located on said farm, with remainder in fee simple to my three sons, Michael F. Carter, Albert A. Carter and Harry H. Carter." Ann Carter was your mother?

A. Yes.

13. Is she now living or dead? A. She is dead.

14. When did she die? A. September, 1923 A. A. C.

15. Surviving her were those three sons who were named, Michael F. Carter, Albert A. Carter and Harry H. Carter?

A. That's right.

16. Will you please look at this deed and tell us if that is the deed of the property of which your father died seized and possessed?

A. Yes. It says containing 243 acres of land, more or less, according to the deed.

-----Filed as Exam. Exh. No. 2 with the testimony.

17. Is Michael F. Carter living or dead?

A. He is dead, he died January 6th, 1938.

18. Was he married or unmarried? A. He was unmarried.

19. Has his estate been administered on and closed? A. Yes.

20. I hand you a deed, certified copy of a deed, from Michael F. Carter and Harry H. Carter both unmarried, Albert A. Carter and Margaret W. Carter his wife of the first part to Dorothy K. Luttrell of the second part, dated March 28th, 1933 recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 63, folio 408, what does that deed contain, did it have any reference to this property?

-----Filed as Exhibit No. 3 with Testimony.

A. It did. It established a permanent line between the property of Mrs. Luttrell and ours, it was a deed of exchange between the parties.

21. Were any other transfers ever made regarding this property? A. No sir.

22. Can you tell the Court who the heirs at law of Michael F. Carter are whom he left surviving him?

A. A brother, Harry Howard Carter, A brother, Albert Alfred Carter,
A sister, Kate Helena Ketchum, A sister, Mary Elizabeth Hager, A sister, Annie May Harding.

He also left as his heirs at law the following children of John G. Carter, a brother who predeceased the said Michael F. Carter,

Mary Pansy Ludwig, Evelyn Rose Carroll, Ralph Anthony Carter, Trueman Frederick Carter, John Francis Carter,

John Stuart Jeffries, Jr., a minor, the only heir at law of Clara Ruby Jeffries, now deceased, who was a daughter of John G. Carter, now deceased.

And the following named children of Thomas Carter, a brother who pre-deceased Michael F. Carter: George Joseph Carter, Mary Ann Cook, Hilda Norine Straub, Charles Richard Carter.

And the following named children of George Edward Carter, a brother who pre-deceased the said Michael F. Carter:

Mary Rosella Carter, Anna Caroline Bachmann,

And the following named children of Edward L. Carter, a brother who pre-deceased the said Michael F. Carter:

Thersa Georgena Marshall, Harvey Francis Carter, Mildred Catherine Carter, non compos mentis, now a patient at Rosewood State Hospital.

23. Are all of these parties with the exception of John S. Jeffries Junior, who is a minor and Mildred Catherine Carter who is non compos mention, all of full age?

A. That's right, yes.

24. You say this property consists of some 242 acres of land,more or less? A. Yes.

25. And is located in the Second Election District of Anne Arundel County, near the head of South River, and is improved by what?

A. Improved by a dwelling, barn and stable, and few more outbuildings.

26. In your opinion, is this property susceptible in kind among those in interest?

A. No sir, there are so many heirs it would be impossible to divide it up.

27. What do you think is the proper thing to do with it?

A. Offer it for sale and divide the proceeds of sale as the interests may appear.

28. In your opinion, what is a fair and reasonable valuation of that property?

A. It was appraised at $3500.

No Cross Examination.

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

A. No.

Albert Alfred Carter.

Mrs. Kate Helena Ketchum, a witness of lawful age, being first duly sworn, deposes and says:-

(Rullman.)

1. State your name and residence?

A. Kate Helena Ketchum, 2700--Connecticut ave., N. W., Washington D. C.

2. Do you know the parties to this suit? A. Yes.

3. You and your brothers, Harry and Albert are the Plaintiffs, and Defendants are your brothers and sisters and children of deceased brothers and sisters?

A. Yes.

4. You are a sister of Michael F. Carter, deceased? A. Yes.

5. You have heard the testimony of your brother who just preceded you and who testified?

A. Yes. 6. His testimony with reference to the property your father died seized and possess- of is correct? A. Yes.

7. He is also correct in saying your mother, Ann Carter, is now deceased?

A. Yes, and he gave the correct date.

8. He testified correctly as to the death of Michael F.Carter your brother, and also correctly as to the heirs at law of Michael F. Carter surviving him?

A. He did correctly.

9. As to the property it is improved, and consists of what he has testified to? A. Yes.

10. In your opinion is this property susceptible of partition in kind amongst those in interest?

A. I don't think it would be physically possible to do that.

11. It is your desire and request of the Court to pass an Order appointing a Trustee to make a sale of the property and divide the proceeds of sale amongst those in interest as their interests may appear?

A. That's right.

12. You request that to be done? A. Yes.

13. As to the valuation do you have any idea of the value of that property?

A. No, I have not, I have no idea but will take my brother's idea on that.

No Cross Examination.

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

A. No.

Kate Helena Ketchum.

Fred Schoen, a witness of lawful age, being first duly sworn, deposes and says:-

(Rullman)

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

A. Fred Schoen, lived in Annapolis for a number of years, am a Broker by profession.

2. Have you had any experience with real estate, real estate transactions and values in Anne Arundel County?

A. Yes, quite frequently in the last twenty or twenty-five years.

3. Do you know the parties to this suit?

A. I know some of them, not all of them, I know the main ones.

4. Did you know Michael F. Carter, now deceased? A. Yes, I knew him very well.

5. Is he living or dead? A. He is dead.

6. You heard the testimony of Mrs. Ketchum and Mr. Carter, the ones who preceded you on the stand, are you familiar with the real estate in question which consists of 242 acres of land, more or less, in the 2nd District in Anne Arundel County?

A. Yes, I am.

7. Have you been on that place? A. Yes, quite often.

8. Describe the improvements on there?

A . Improvements consist of real old dwelling, re-modeled in recent years by Michael F. Carter I understood. A small stable, a good size tobacco barn, that 's all improvements I have seen.

9. From the list of heirs of Michael F. Carter who had a 1/3 interest in this property do you think it is possible to partition this property in kind among the heirs as their interest may appear?

A. No sir, would be impossible to divide it up without loss, without great loss.

10. In your opinion what should be done?

A. The only way would be to sell the property and divide the proceeds amongst those in interest according to their interest in it.

11. What, in your opinion, is a fair valuation of the property?

A. I should think the farm ought to be worth $4,000 but due to the outlet and conditions surrounding the place I put the value at $3500.

No Cross Examination.

To the General question under the rule the witness says:-

A. That's about all.

Fred Schoen.

No Testimony offered on behalf of the Defendants.

There being no other witnesses to be examined on behalf of the Plaintiffs or Defendants, and no further testimony desired, this testimony is now closed, and at request of Attorneys for all parties represented, is returned to the Court.

Witness my hand and seal this 26th day of June, 1939.

Jno. S. Strahorn (Seal)
Examiner.

Decree for Sale. July 7, 1939. --Filed July 7, 1939.

This cause standing ready for hearing and being submitted, the Bill, Answers and all other proceedings were by the Court read and considered:

It is thereupon this 7th day of July, in the year Nineteen Hundred and thirty-nine (1939) by the undersigned, one of the Judges of this Court, and by authority of this Court, adjudged, ordered and decreed that the real estate mentioned in these proceedings be sold, and that George E. Rullman be and he is hereby appointed Trustee to make such sale, and that the course and manner of this proceeding be as follows:

He shall first file with the Clerk of this 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 Four Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by ~~any~~ by this Decree, or which may be reposed in him / 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 price 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 Trustees; 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 advantage, 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 to law, shall convey to the purchaser or purchasers 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 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.

Ridgely P. Melvin, Judge.

Bond -- Filed and Approved 11th. July, 1939.

Know all Men by these Presents,

That We, George E. Rullman, of Anne Arundel County, State of Maryland, and the National Surety Corporation, a body corporate, of New York, and duly admitted to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand Dollars to be paid to the said State or its certain Attorney, to which payment well and truly to be made we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents--sealed with our seals and dated this 10th day of July, in the year of our Lord one thousand nine hundred and thirty-nine. Whereas, the above bounden George E. Rullman by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County has been appointed trustee to sell the real estate mentioned in the proceedings in the case of Harry Howard Carter, Et al Equity No. 7779 vs. Mary Elizabeth Hager, et al now pending in said Court:

Now the Condition of the above Obligation is such That if the Above Bounden George E. Rullman do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of (Corporate)

Ruby W. Chamey (Seal)
Witness as to Surety: Margaret M. Delcher.

George E. Rullman (Seal)
National Surety Corporation
By Wm. M. Murphy
Attorney-in-fact.

Report of Sale -- Filed 1st. Aug. 1939

To The Honorable, The Judges of Said Court:-

The Report of Sale of George E. Rullman, Trustee, as hereinafter mentioned, respectfully shows:

That under and by virtue of a Decree of the Circuit Court for Anne Arundel County, dated July 7, 1939, in the above entitled cause, the said George E. Rullman was appointed Trustee to sell the hereinafter described property; and after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the Decree, and of the law for such cases made and provided, offered the property in said proceedings mentioned for sale at public auction, at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, August 1, 1939, at eleven o'clock, A. M., and then and there sold the said property to Harry H. Carter and Albert A. Carter at and for the sum of Twenty-five Hundred and Fifty Dollars ($2550.00), they being then and there the highest bidders therefor; and the said property being described as follows:

(1). All that tract of land containing 243½ acres of land more or less, situate in the Second Election District of Anne Arundel County, described in a deed from Mary L. Crane and husband to George Carter, dated the 5th day of November, 1890, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 38, folio 36; excepting that portion north of the Defense Highway which was conveyed by Michael F. Carter, et al, to Dorothy K. Luttrell, by deed of exchange, dated March 28, 1930, and recorded among the aforesaid Land Records in Liber F. S. R. No. 63, folio 408.

(2). All that tract of land lying to the south of the Defense Highway described in a deed of exhange from Dorothy K. Lutterll, widow, to Michael F. Carter, et al, dated March 28, 1930, and recorded among the aforesaid Land Records in Liber F. S. R. No. 63, folio 408.

And the said Trustee further reports that he has received from the said purchasers a deposit as required by the terms of sale, and has also received the Purchasers' Agreement to comply with the terms of sale which are as follows:

"Terms of Sale, as prescribed by decree: One-half of the purchase price 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 advantage, and upon the terms above set forth. All taxes, public charges and assessments to be adjusted as of the day of sale."

Respectfully submitted,

George E. Rullman, Trustee

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

I hereby certify that on this 1st day of August, in the year 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally ap-

peared George E. Rullman, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth; and that the said sale was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) Granville Lee Meredith

Notary Public.

Advertisement of Sale.

George W. Scible, Auctioneer

Trustee 's Sale of valuable Farm Property improved by Dwelling, Barn and necessary outbuildings, located near the Defense Highway, Second Election District of Anne Arundel County, and containing 242 acres of Land, more or less.

By virtue of a decree of the Circuit Court for Anne Arundel County, dated the 7th day of July, 1939, in the cause of Harry Howard Carter, et al, versus Mary Elizabeth Hager, et al, Equity No. 7779, the undersigned trustee will offer at public sale at the Court House door, in the City of Annapolis, Maryland, on Tuesday, August 1, 1939 at 11 o'clock A. M.

(1) All that tract of land containing 243½ acres of land, more or less, situate in the Second Election District of Anne Arundel County, described in a deed from Mary L. Crane and husband to George Carter, dated the 5th of November 1890, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 38, folio 36; excepting that portion north of the Defense Highway which was conveyed by Michael F. Carter, et al, to Dorothy K. Luttrell, by deed of exchange, dated March 28, 1930, and recorded among the aforesaid Land Records in Liber F. S. R. No. 63, folio 408.

(2) All that tract of land lying to the south of the Defense Highway described in a deed of exchange from Dorothy K. Luttrell, widow, to Michael F. Carter, et al, dated March 28, 1930, and recorded among the aforesaid Land Records in Liber F. S. R. No. 63, folio 408.

(These properties are in one tract.)

Terms of Sale, as prescribed by decree: One-half of the purchase price 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 advantage, and upon the terms above set forth.

All taxes, public charges and assessments to be adjusted as of the day of sale.

George E. Rullman, Trustee.

We, Harry H. Carter and Albert A. Carter, do hereby certify that we did purchase the herein described property at public sale at the Court House Door, Annapolis, Maryland, on Tuesday, August, 1, 1939, at and for the sum of Twenty-five Hundred and Fifty Dollars ($2550.00), and hereby agree to comply with the terms of sale as herein set forth.

Witness: Harry H. Carter

Granville Lee Meredith Albert A. Carter

I, George W. Scible, as Auctioneer, do hereby certify that I did sell the within described property at Public Sale, at the Court House Door, Annapolis, Maryland, on Tuesday, August 1, 1939, to Harry H. Carter and Albert A. Carter, at and for the sum of Twenty-five Hundred and Fifty

Dollars ($2550.00), they being then and there the highest bidders therefor.

Witness: Granville Lee Meredith Geo. W. Scible.

ORDER NISI

Ordered, this 1st day of August, 1939, That the sale of the real estate mentioned in these proceedings, made and reported by George E. Rullman, Trustee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 4 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 4th day of September next.

The report that the amount of sales to be $2550.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Sept. 5 1939.

We hereby certify, that the annexed Order Nisi - Sale - Harry Howard Carter et al vs. Mary Elizabeth Hager et al. Equity No. 7779 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 4th day of September, 1939. The first insertion being made the 3rd. day of August 1939.

The Capital-Gazette Press Inc.
By Alfaretta Friend.

Ordered by the Court, This 7th day of Sept., 1939, 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account -- Filed October 5th 1939.

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.

Laura R. Jickling, Auditor.

Dr. Harry Howard Carter, et al Vs. Mary Elizabeth Hager, et al in ac. with George E. Rullman, Trustee.

To Trustee for Commissions	$108.75	$
To Trustee for fee (Order of 8/15/39	75.00	183.75
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	39.70	
Auditor	22.50	72.20
To Trustee for Expenses, viz:		
Capital-Gazette Press - order of publication	41.00	
Capital-Gazette Press - advertising sale	25.50	
Capital-Gazette Press - handbills	5.50	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	

Acct. carried forward

Amount brought forward	$ 82.00	$ 255.95
National Surety Co. - bond premium	16.00	
George W. Scible - auctioneer	16.00	
Granville L. Meredith - notary fees	1.00	
Russell C. Turner - Sheriff's costs	.95	
Jos. C. Deegan - Sheriff's costs	.95	
Wm. G. Lynch - Sheriff's costs	1.80	
John S. Strahorn - Examiner	8.00	
Juliet D. Strahorn - Stenographer	5.00	
Clerk of Court - certified copies	3.00	
Register of Wills - certified copy of will	2.00	
Edward G. Chaney - Guardian ad Litem	4.00	
R. Tilgnman Brice, 111 - Guardian ad Litem	4.00	
One-half Federal Revenue stamps	1.50	
One-half State Revenue stamps	1.30	147.50
To Trustee for Taxes, viz:		
1939 State and County taxes ($42.00-adj)		24.50
To Albert A. Carter - 1/3 net proceeds	707.35	
To Henry H. Carter - 1/3 net proceeds	707.35	
To Albert A. Carter - 1/9 of 1/3"	78.59	
To Henry H. Carter - 1/9 of 1/3 "	78.59	
To Kate H.Ketchum - 1/9 of 1/3 net proceeds	78.59	
To Mary E. Hager - " " " " "	78.59	
To Annie M. Harding -" " " " "	78.59	
To Mary Pansy Ludwig-1/6 of 1/27" "	13.10	
To Evelyn R. Carroll- " " " " "	13.10	
To Ralph A. Carter - " " " " "	13.10	
To Trueman F. Carter- " " " " "	13.10	
To John F. Carter - " " " " "	13.10	
To John S. Jeffries, Jr. " " " "	13.10	
To George J. Carter - 1/4 of 1/27 " "	19.65	
To Mary A. Cook " " " " "	19.65	
To Hilda N. Straub- " " " " "	19.65	
To Charles R. Carter -" " " " "	19.65	
To Mary R. Carte - 1/2 of 1/27 " "	39.30	
To Anna C. Bachmann- " " " " "	39.30	
To Theresa G. Marshall-1/3 of 1/27 "	26.20	
To Harvey F. Carter - " " " "	26.20	
To Mildred C. Carter - " " " "	26.20	2,122.05
		$ 2,550.00

Cr. Aug. 1, 1939 Proceeds of Sale $2,550.00

Ordered, This 5th day of October, 1939, 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 6th 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 6th day of November next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., November3, 1939

We hereby certify, that the annexed Order Nisi - Aud. Acct. - Carter vs. Hager #7779 Eq. 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 6th day of November, 1939 The first insertion being made the 12th day of October, 1939.

The Capital-Gazette Press, Inc
By H. L. Strange.

Ordered By The Court, this 7th day of Nov. 1939, 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.

Ridgely P. Melvin, Judge.

In The Matter of the Sale of The Mortgaged Real Estate of James E. Phelps and Mary R. Phelps, his wife.	:	No. 7831 Equity In The Circuit Court for Anne Arundel County, Maryland.

Order to Docket Suit -- Filed May 24" 1939.

Mr. Clerk:

Please docket suit in the above entitled cause, file mortgage and assignment thereof as Exhibits "A" and "B", respectively, and enter appearance of Thomas M. Harrington and J. Oliver Clark, as Solicitors for Assignee.

Thomas M. Harrington
J. Oliver Clark,

Solicitors for Assignee.

Ex

Assignment of Mortgage -- Filed May 24" 1939.

This Assignment of Mortgage, made this 22nd day of May, 1939, by the Federal Farm Mortgage Corporation, a body corporate, party of the first part and J. Oliver Clark, Assignee for the purpose of foreclosure and collection, party of the second part.

Whereas, by mortgage dated November 19, 1934 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F. A. M. No. 133, Folio 244, James E. Phelps and Mary R. Phelps, his wife, granted and conveyed to the Land Bank Commissioner, acting pursuant to and by virtue of the authority vested by an Act of Congress of the United States, known as the Emergency Farm Mortgage Act of 1933, all those four certain tracts of land situate in the Fifth Election District, County and State aforesaid, containing in the aggregate 98½ acres, more or less, to secure the payment of a debt for the sum of $3200.00.

Whereas, the mortgage and amortization note secured thereby were executed and delivered to the Land Bank Commissioner, an official of the United States, acting pursuant to the pro-

visions of the Emergency Farm Mortgage Act of 1933, as amended, (U. S. C. Title 12, Sections 1016-1019), said mortgage and amortization note secured being taken in the name of A. S. Goss, the present incumbent of said office, for and on behalf of the Federal Farm Mortgage Corporation, a body corporate.

Whereas, the said James E. Phelps and Mary R. Phelps, his wife, have defaulted under the terms and conditions of the said mortgage, and the said Federal Farm Mortgage Corporation, a body corporate, as owner of said mortgage debt and amortization note secured thereby, has elected to avail itself of the remedies provided in such case by the said mortgage by assigning the same to J. Oliver Clark, Assignee for the purpose of foreclosure and collection.

Now, Therefore, in consideration of the premises the said Federal Farm Mortgage Corporation, a body corporate, doth grant and assign unto the said J. Oliver Clark, Assignee for the purpose of foreclosure and collection, all that mortgage hereinbefore described as being executed by the said James E. Phelps and Mary R. Phelps, his wife, to said Land Bank Commissioner, title to which mortgage became vested in the Federal Farm Mortgage Corporation in the manner aforesaid.

In Witness Whereof, the Federal Farm Mortgage Corporation has caused these presents to be executed on its behalf by Luther E. Rogers its Vice President, and its corporate seal to be hereunto affixed by L. R. Ritchie, its Assistant Secretary.

(Corporate) Federal Farm Mortgage Corporation,
a body corporate,

Attest: (Seal)

L. R. Ritchie
Assistant Secretary

By: Luther E. Rogers
Vice President

State of Maryland, City of Baltimore, SS:

I hereby certify that on this 22nd day of May 1939, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Luther E. Rogers, Vice President of the Federal Farm Mortgage Corporation, a body corporate, and acknowledged the aforegoing Assignment of Mortgage to be the act of said Corporation.

In Witness Whereof, I hereunto set my hand and affix my notarial seal the day and year first above written.

(Notarial Seal) Nellie Eisinger

My commission expires May 5, 1941 Notary Public

Exhibit "A" -- Filed May 24" 1939. Maryland Amortization Mortgage

This Mortgage, made the Nineteenth day of November in the year nineteen hundred and Thirty Four, by and between James E. Phelps and Mary R. Phelps, his wife, of the County of Anne Arundel, State of Maryland, hereinafter called "Mortgagor" (and the pronouns "he","his", "him" hereinafter used in reference to said term "Mortgagor", shall be considered as referring to both sexes and to all parties, whether one or more, embraced in said term), party of the first part, and the Land Bank Commissioner, whose address is the City of Baltimore, State of Maryland, acting pursuant to Part 3 of the Act of Congress of the United States of America, known as the "Emergancy Farm Mortgage Act of 1933", hereinafter called "Commissioner", party of the second part, and Vernon L. Phelps, party of the Third Part.

Witnesseth: That Whereas, said Mortgagor is justly indebted to said Commissioner in the principal sum of $3200.00, this day lent said Mortgagor by said Commissioner;

And Whereas, said Mortgagor has executed and delivered to said Commissioner his promissory note, dated November 1, 1934 for said principal sum of $3200.00, with interest on said principal sum, or unpaid balance thereof, at the rate of five per centum per annum, payable semi-annually on the First day of May and November in each year, said principal sum being payable on an amortization plan and in Nineteen equal successive semi-annual instalments of $160.00 each, the first such instalment being payable on the First day of May, 1938, and the remaining instalments being payable on each succeeding interest payment date and a final instalment of $160.00 payable on the First day of November, 1947, unless the debt be sooner paid or matured; and the better to secure the payment of said principal sum and interest in the manner and at the time above set out, this mortgage is executed and delivered;

Now Therefore, in consideration of the premises and of $1.00, said Mortgagor hereby grants and conveys unto said Commissioner, his successors and assigns.

All those four tracts or parcels of land situate in the Fifth Election District, Anne Arundel County, Maryland, containing 98½ acres of land, more or less, and more fully described in a mortgage from James E. Phelps and wife, and Vernon L. Phelps, party of the third part to The Federal Land Bank of Baltimore, which mortgage is dated November 19, 1934, and recorded immediately prior hereto among the records of said county and which description is hereby referred to and made a part hereof as though textually incorporated herein.

TRACT NO. 1

Being the same land which was conveyed to the said James E. Phelps by deed from James Thomas Wellham, dated September 28, 1883, and recorded among the Land Records of said County in S H Liber 22, folio 258.

TRACT NO.2

Being the same land which was conveyed to the said James E. Phelps by deed from Bettie H. Kelly, single, dated March 14, 1896, and recorded among the records aforesaid in G W Liber 1, folio 468.

TRACT NO. 3

Being the same land which was conveyed to the said James E. Phelps by deed from Addie B. K. Hawkins, widow; Egbert H. Hawkins and Nora E. Hawkins, his wife; John S. Hawkins and Margaret E. Hawkins, his wife, dated April 21, 1921, and recorded among the aforesaid records in W N W Liber 40, folio 355.

TRACT NO. 4

Being the same land which was conveyed to the said James E. Phelps by deed from Elma E. Ryan and William R. Ryan, her husband; Bertha A. Pitcher, widow; and Bertha A. Pitcher, William R. Ryan and The Fidelity Trust Co., Administrators of Nathan P. Pitcher, deceased, dated October 22, 1924, and recorded among the records aforesaid in W N W Liber 101, folio 258.

"Said Vernon L. Phelps, Party of the Third Part, joins herein for the purpose of binding himself personally on all the covenants and conditions of this mortgage, and in order to better secure the payment of the obligation hereby contracted to be paid."

Together with the buildings and improvements thereon and all the rights, privileges and appurtenences thereto belonging or in any way appertaining.

This mortgage is subject to all conveyances and reservations of sub-surface rights and all easements of record affecting the above conveyed property.

Provided , that if said Mortgagor, his heirs, personal representatives and assigns shall

well and truly pay or cause to be paid said principal sum and all interest thereon at the times and in the manner herein set out and shall perform all the covenants herein set out, then this mortgage shall be void, otherwise it is to remain in full force and effect; and it is hereby provided that the Mortgagor may at any time have the privilege of paying one or more instalments of principal of the aforesaid debt, or the entire unpaid balance of said principal sum, but any such payments on principal, in addition to those contracted to be made under the terms of the note hereby secured, shall operate to discharge the debt evidenced thereby at an earlier date and shall not reduce the amount or defer the due date of any instalment of principal provided for by the terms of said note.

This mortgage is made to said Commissioner under the provisions of Part 3 of an Act of Congress of the United States of America, entitled the "Emergency Farm Mortgage Act of 1933" and is to be in all respects subject to and governed by the terms and provisions of said Part 3 of said Act and any amendments thereto.

This mortgage is subject to a prior mortgage dated the 19th day of November, 1934, in favor of The Federal Land Bank of Baltimore and on this day owned by The Federal Land Bank of Balto. and recorded among the Land Records of Anne Arundel County, Maryland, in Liber No. __, Folio ___, which said mortgage is a lien on the property hereby conveyed

Said Mortgagor hereby covenants that he will warrant generally the property hereby conveyed; that he is seised thereof in fee simple and has a right to convey the same; that he has done no act to encumber the same, except as hereinbefore set out; that he will execute such further assurances thereof as may be requisite; that he will pay or cause to be paid said principal sum of the debt hereby secured and all accrued interest thereon at the time and/ or times and in the manner provided for by this mortgage and the note secured hereby; that so long as the debt hereby secured, or any portion thereof, remains unpaid, he will pay when due all taxes, levies, assessments or charges now or hereafter levied or assessed upon the property hereby conveyed, and he will pay when due all judgments and amounts, both as to principal and interest, constituting or secured by lien or mortgage upon said premises prior to this mortgage, and will exhibit to the said Commissioner receipts or certified copies of such receipts evidencing payment of such taxes, levies, assessments, or charges, and payment on account of such judgments or amounts secured by lien or mortgage upon said premises prior to this mortgage; that he will keep all buildings and improvements now, or hereafter located on the premises hereby conveyed in good repair; that he will not permit said buildings to become vacant or unoccupied; that he will maintain and work the premises hereby granted in good and husbandlike manner; that he will not remove or demolish, or permit to be removed or demolished, any of said buildings or improvements; that he will not cut or remove, or permit to be cut or removed any wood or timber from said premises except for domestic use without first obtaining the written consent of said Commissioner thereto; that he will not do or permit to be done any act in respect to said property which will reduce or impair the value of the same as security for this loan, not will he by neglect permit any unreasonable depreciation in value of said property or the buildings thereon; that he will, during the life of this mortgage, keep insured any or all buildings now or hereafter located on said premises against loss or damage by fire, lightning, or windstorm in such amount or amounts as shall from time to time be required by said Commissioner, and with such insurer as shall be satisfactory to said Commissioner, and will cause to be attached to or endorsed on such policy, or policies, of insurance a New York stand-

ard mortgagee clause providing that loss, if any, be payable to said Commissioner as his interest under this mortgage may appear at time of loss and that he will deliver, or cause to be delivered to said Commissioner such policy, or policies, and will pay promptly when due all premiums ~~or premiums~~ or assessments under such policy, or policies, and that any sum or sums paid to said Commissioner under the provisions of such policy or policies may be applied, at the option of said Commissioner to the discharge of any portion of the indebtedness secured hereby, whether or not the same be due and payable, or to the reconstruction of the building, or buildings, so destroyed or damaged, under such terms and conditions as said Commissioner may prescribe for that purpose; that upon the failure or refusal of said Mortgagor to pay when due any taxes, levies, assessments, or charges or to pay when due judgments or liens, both as to principal and interest, constituting a lien upon said premises prior to this mortgage, or to effect or maintain such insurance as is required by said Commissioner, said Commissioner may pay such taxes, levies, assessment, judgments or other amounts and/or may effect and/ or maintain such insurance and pay the premiums or assessments therefor; and the amounts so paid by the said Commissioner shall be and become a part of the debt secured hereby, payable immediately by the said Mortgagor and shall bear interest at the rate of five per centum per annum until paid, but the said Commissioner shall be under no obligation or duty to pay such taxes, levies, assessments, judgments or other amounts or to effect and/or maintain such insurance; that the representations made to said Commissioner by said Mortgagor in his application for this loan, as to the purpose or purposes for which the money lent on the security of this mortgage was borrowed, are true; and that he will apply the money so secured to such purpose or purposes; that all checks or drafts delivered to the said Commissioner for the purpose of paying any sum or sums hereby secured will be paid upon presentment, and that all agencies used in making collections thereof, including those agencies transmitting the proceeds of such items to the said Commissioner, shall be considered agents of the Mortgagor; that if he is now or shall hereafter at any time become entitled to the rents, profits, royalties or revenues from any option, lease, right or privilege for any coal, oil, gas, or other mineral or other sub-surface or surface rights or for any right or privilege other than for agricultural purposes in any way affecting or appertanining to the property hereby conveyed, whether such option, lease, right, or privilege be at present or later granted, operated, or exercised, he will pay to, or cause to be paid to, and he hereby assigns to said Commissioner all such rents, profits, royalties and revenues, and such sum or sums, when received by said Commissioner in an amount sufficient to cover any full instalment payment, shall be applied by said Commissioner to the retirement of such instalment payment in the same manner and with the same effect as if the payment had been made by the Mortgagor in the case of anticipated payments above provided for, and that he will not grant any option, lease, right or privilege for any coal, oil, gas, or other mineral, or other sub-surface or surface rights, or for any right or privilege other than for agricultural purposes in any way affecting or appertaining to the property hereby conveyed without having first obtained in writing the consent thereto of said Commissioner; that he will not alien by deed, mortgage, or otherwise the property hereby conveyed without first having notified said Commissioner in writing and received his written consent thereto; that if in the opinion of said Commissioner this mortgage has not been so executed and recorded as to constitute a valid lien on the property hereby conveyed, said Mortgagor will immediately, and at his own expense, have the same re-executed and re-recorded to the satisfaction of said Commissioner and, upon his failure so to do, said Commissioner may have the same done and any expense so incurred shall become a part of the

debt hereby secured and be due immediately upon payment by said Commissioner, with interest from the date of payment.

It is further covenanted and agreed between the parties hereto that, so long as there is no default on the part of said Mortgagor in any of the terms, conditions, or covenants of this mortgage and the note secured hereby, said Mortgagor shall have the right to the possession and enjoyment of the property hereby conveyed but, that should the Mortgagor, his heirs, personal representatives and assigns default in the payment of the whole debt hereby secured, or any part thereof, as the same shall become due and payable, or in the event of the breach of any of the terms and conditions of the note evidencing said debt, or of the covenants hereby entered into or imposed upon said Mortgagor, or in the event of default in the performance of any of the terms, provisions, covenants, or agreements contained in any prior mortgage, deed of trust, or other lien that may be a superior lien on the real property hereby conveyed, the entire debt secured by this mortgage shall, at the option of said Commissioner, his successors, or assigns, become forthwith due and payable and it shall be lawful for said Commissioner, his successors, or assigns, after the exercise of such option, to sell for cash the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the mortgage debt and interest and all costs incurred in making such sale, including a collection, or attorney's fee of five per centum of the face of the note hereby secured, and to convey said property to the purchaser, his heirs, or assigns; which sale shall be advertised by publication of the time, place, manner and terms thereof for twenty days in some newspaper published in the county wherein said land, or a part thereof, lies, or if there be no such newspaper published in said county, then in some newspaper having circulation in such county and by such other advertisement, if any, as the person making the sale may deem expedient; and that the proceeds arising from such sale shall be applied, first, to the payment of all costs and expenses incident to the sale, including a commission to the person making the sale of five per centum of the purchase price; second, to the balance of principal and interest unpaid on the mortgage debt and also said collection or attorney's fee of five per centum of the face of said note and the balance, if any, shall go to the Mortgagor, his personal representatives, or assigns, or to whoever may be entitled thereto; or the said Commissioner, his successors, or assigns may apply to a court of competent jurisdiction for the appointment of a receiver for the property hereby conveyed to take charge of, manage, and/or rent said property under order of the court; or, without notice or without regard to the adequacy of any security for such debt, the said Commissioner, his successors, or assigns, or his or their agents or servants may forthwith enter upon and take possession of the property and operate and manage and/or let or lease the same and collect and receive all the rents, issues and profits thereof and therefrom, due or to become due, and after deducting all necessary charges and expenses incident to the operation and management of said property, or premises, during the time that said Commissioner shall have possession of the same, apply the balance thereof as a credit on account of the debt hereby secured, and it is covenanted and agreed between the parties hereto that said Commissioner, his successors, or assigns may make any reasonable and proper advances for the operation, maintenance and management of the premises and property hereby conveyed, and any sum, or sums, so advanced shall become part of the debt hereby secured to be paid and due immediately, and the aforesaid rents, issues and profits are hereby assigned to said Commissioner, his successors, or assigns, as further security for the payment of any indebtedness secured to be paid under this mortgage.

Said Mortgagor further covenants that if,after such election by the Commissioner to call said loan and declare the whole mortgage debt due, arrangement satisfactory to said Commissioner is made whereby the contract evidenced by this mortgage and the note which it secures is reinstated, he will as a condition precedent to such reinstatement pay the sum or sums agreed on under such arrangement and all costs and other expenses which up to the date of such reinstatement have been or will be incurred; that in case this mortgage contract is so reinstated the entire contract as evidenced by this mortgage and said note shall be accepted and regarded by all parties as being and remaining in full force and effect just as if there had been no such default on the part of the Mortgagor and no exercise of such election on the part of the Commissioner; and that if after the exercise by said Commissioner of such election and before sale, the Mortgagor should tender the principal and interest then unpaid on said mortgage debt, the Commissioner shall not be required to accept the same, unless and until with such principal and interest there is also paid all such costs and other expenses as may have then been incurred or contracted for, including the collection or attorney's fee above provided for, and also a fee of $50.00 to compensate the person designated to make sale for his services in the premises, but such sale may be proceeded with on the advertisement, if any, already begun and the foreclosure completed, and that in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon and not severed from the land at the time the Commissioner makes his election to call the loan as above provided shall pass with the said mortgaged property to the purchaser at any such sale.

Witness the hands and seals of the said Mortgagors.

James E. Phelps (Seal)
Mary R. Phelps (Seal)
Vernon L. Phelps (Seal)

Teste:
Laura R. Jickling

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 23rd day of November, in the year one thousand nine hundred and Thirty Four, before me, the subscriber, a notary public of the State of Maryland, in and for the county aforesaid, personally appeared James E. Phelps and Mary R. Phelps, his wife, and Vernon L. Phelps and acknowledged the foregoing mortgage to be their act; and that at the same time appeared Ridgly P. Melvin and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of the within named mortgagee to make this affidavit.

Witness my Hand and Notarial Seal the day and year first above written.

(Notarial Seal) Laura R. Jickling
Notary Public.

My commission expires May 6, 1935.

Bond -- Filed and Approved 30" June, 1939.

Know All Men By These Presents:

That we, J. Oliver Clark as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Five Hundred ($2500.00) 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 Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30th day of June in the year of our Lord 1939.

Whereas, the above bounden J. Oliver Clark by virtue of the power contained in a mortgage from James E. Phelps and Mary R. Phelps, his wife, et al to Federal Farm Mortgage Corporation bearing date the 19th day of November, 1934 and recorded among the mortgage records of Anne Arundel County in Liber F. A. M. No. 133 Folio 244 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 J. Oliver Clark 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 J. Oliver Clark 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
Margaret E. Branzell

J. Oliver Clark (Seal)

Fidelity and Deposit Company of Maryland
(Corporate Seal)
By J. Oliver Clark
Attorney-in-Fact.

Attest:
By Margaret E. Branzell.

Statement of Mortgage Claim -- Filed June 30" 1939.

Statement of Mortgage Claim of the Federal Farm Mortgage Corporation, a body corporate, under a mortgage owned by it and executed by James E. Phelps and Mary R. Phelps, his wife, dated November 19, 1934, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F. A. M. No. 133, folio 244:

Unpaid balance as of 2/16/38	$3200.00
Interest at 4% to 4/18/39	150.40
Miscellaneous advances by Federal Farm Mortgage Corporation	884.02
Interest on principal items at 5% to 6/30/39	40.84
Insurance paid 4/21/39	21.12
Interest at 5% to 6/30/39	.21
TOTAL	$4296.59

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 28th day of June, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared L. R. Ritchie, Assistant-Treasurer of The Federal Land Bank of Baltimore, a body corporate, Agent and Attorney-in-fact of said Federal Farm Mortgage Corporation under Power of Attorney dated June 28, 1934, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F. A. M. No. 159, folio 448, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due said Federal Farm Mortgage Corporation on its mortgage claim described above, and that it has not received any security or satisfaction thereof, other than above noted.

As Witness, my hand and notarial seal the day and year first above written.

(Notarial Seal) Mary F. House

My commission expires May 5, 1941. Notary Public

Assignee's Report of Sale -- Filed 15 August, 1939.

To The Honorable, The Judges of Said Court:

The Report of Sale of J. Oliver Clark, Assignee of the mortgage filed in these proceedings, respectfully shows:

(1). That under and by virtue of the power of sale contained in a mortgage from James E. Phelps and Mary R. Phelps, his wife, dated the 19th day of November, 1934, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 133 folio 244, the said J. Oliver Clark, as the Assignee of said mortgage, by long assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due 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 also by handbills distributed throughout the vicinity of the property and elsewhere, did on Friday, June 30th, 1939, at 11:00 o'clock A. M. at the Court House door, in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said J. Oliver Clark, Assignee as aforesaid, then and there sold the said property to the Federal Farm Mortgage Corporation at and for the sum of Two Thousand Dollars ($2000.00), it being at that figure the highest bidder therefor, the said property being the following:

All those four tracts or parcels of land situate in the Fifth Election District of Anne Arundel County, Maryland, containing 98½ acres of land, more or less, and more fully described in a mortgage from James E. Phelps and wife, and Vernon L. Phelps, party of the third part, to The Federal Land Bank of Baltimore, which mortgage is dated November 19, 1934, and recorded immediately among the Land Records of Anne Arundel County and which description is hereby referred to and made a part hereof as though textually incorporated herein.

Tract No. 1

Being the same land which was conveyed to the said James E. Phelps by deed from James Thomas Wellham, dated September 28, 1883, and recorded among the Land Records of said County in S H No. 22 folio 258.

Tract No. 2

Being the same land which was conveyed to the said James E. Phelps by deed from Bettie H. Kelly, single, dated March 14, 1896, and recorded among the records aforesaid in Liber G. W. No. 1 folio 468.

Tract No. 3

Being the same land which was conveyed to the said James E. Phelps by deed from Addie B. K. Hawkins, widow; Egbert H. Hawkins and Nora E. Hawkins, his wife; John S. Hawkins and Margaret E. Hawkins, his wife, dated April 21, 1921 and recorded among the aforesaid records in Liber W. N. W. No. 40 folio 355.

Tract No. 4

Being the same land which was conveyed to the said James E. Phelps by deed from Elma E. Ryan and William R. Ryan, her husband; Bertha A. Pitcher, widow; and Bertha A. Pitcher, William R.

Ryan and The Fidelity Trust Co., Administrators of Nathan P. Pitcher, deceased, dated October 22, 1924, and recorded among the records aforesaid in Liber W. N. W. No.101 folio 258.

Improvements consist of eight room frame dwelling, garage, barn and other outbuildings.

The said sale was made subject to the priority of a mortgage from James E. Phelps et al to the Federal Land Bank of Baltimore in the amount of $3300.00, dated November 19th, 1934 and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 133 folio 238.

(2). And the said Assignee further reports that he has received from the purchaser the deposit of Five Hundred Dollars ($500.00) required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

Terms of Sale: $500.00 cash at the time and place of sale, balance upon final ratification of said sale by the Circuit Court of said County. Taxes and other charges adjusted to day of sale. Deed and title papers at costs of purchaser.

Respectfully submitted,

J. Oliver Clark, Assignee.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 6th day of July, 1939, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Oliver Clark, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

Witness my hand and Notarial Seal,

(Notarial Seal) Margaret E. Branzell

Ordered, this 6th day of July, 1939, that the sale of the real estate mentioned in these proceedings, made and reported by J. Oliver Clark, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 7th day of August, 1939; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 7th day of August, 1939.

The report states the amount of sales to be Two Thousand Dollars ($2000.00).

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., August 4, 1939.

We hereby certify, that the annexed Order Nisi - Sale - James E. Phelps and Mary R. Phelps, his wife, Equity No. 7831 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 7th day of August, 1939. The first insertion being made the 13th day of July, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 15th day of August, 1939, that the sale made and reported by J. Oliver Clark, Assignee, 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 it is hereby further Ordered that the said Assignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account -- Filed Sept. 16th., 1939.

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.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of James E. Phelps and Wife, et al in ac. with J. Oliver Clark, Assignee.

To Assignee for Commissions (5% of proceeds, as provided in Mortgage)	$	$ 100.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	15.80	
Auditor	9.00	34.80
To Assignee for Expenses, viz:		
Clerk of Court - recording assignment	3.25	
Capital-Gazette Press - advertising sale	28.50	
Capital-Gazette Press - handbills	5.50	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
Fidelity & Deposit Co. - bond premium	10.00	
George W. Scible - auctioneer	10.00	
Margaret E. Branzell - notary fee	.50	
One-half Federal revenue stamps	1.00	
One-half State revenue stamps	1.00	69.75
To Assignee for Taxes, viz:		
1939 State and County taxes ($160.38-adj)		80.19
To Federal Farm Mortgage Corporation, mortgagee, on account mortgage claim		1,715.26
		$2,000.00

Amount of mortgage claim filed	$4,296.59
Less 1939 taxes	160.38
	$4,136.21
Cr. Amount allowed as above	1,715.26
Balance subject to decree in personam	$2,420.95

Cr. June 30, 1939. Proceeds of Sale $2000.00

Ordered, This 16th., day of September, 1939, 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 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 17th day of October next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Oct. 23, 1939.

We hereby certify, that the annexed Order Nisi - Auditor's Account - James E. Phelps No. 7831 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of October, 1939. The first insertion being made the 21st day of September, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 26 day of October, 1939, 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 Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

Philander B. Briscoe, Attorney named in Mortgage,	:	No. 7833 Equity
vs.	:	In The Circuit Court for
Benjamin W. Flack and Frances Flack, his wife, and Cornelia M. Flack, Widow.	:	Anne Arundel County

Complainant's Exhibit "A" -- Filed May 26th. 1939. Order for Foreclosure

Mr. Clerk:

Kindly docket the above entitled cause of action and file Complainant's Exhibit "A" same being mortgage from Benjamin W. Flack and Frances Flack, his wife, and Cornelia M. Flack, Widow, to The Metropolis Building Association of Baltimore City, dated September 11th, 1936, attached hereto, default having occurred under the covenants and terms of said mortgage.

Philander B. Briscoe, Attorney named in Mortgage, Complainant.

Briscoe and Jones Attorneys for Complainant.

This Purchase Money Mortgage, Made this 11 day of September in the year nineteen hundred and thirty-six between Benjamin W. Flack and Frances Flack, his wife and Cornelia M. Flack, Widow of Anne Arundel County in the State of Maryland, Mortgagors, and The Metropolis Building Association of Baltimore City of the second part a body corporate, duly incorporated, Mortgagee:

Whereas, the said Benjamin W. Flack and Frances Flack, his wife and Cornelia M. Flack being members of said body corporate, have received therefrom an advance of Twenty-six Hundred Dollars ($2600.00) on twenty (20) shares of its stock, the execution of this mortgage having been a condition precedent to the granting of said advance said sum being part purchase price of the hereinafter described property.

Now, Therefore, This Mortgage Witnesseth, that in consideration of the premises and of the sum of one dollar, the said Benjamin W. Flack and Frances Flack, his wife and Cornelia M. Flack, do grant, assign and convey unto the said mortgagee, its successors and assigns, all that ___ of ground situate and lying in Anne Arundel County and described as follows:

Beginning for the same at a stone planted on the County Road at the end of the third line of a lot of ground conveyed by Imogene A Beacham and husband to Frank H. Fields bearing date of June 24,

1910 and is recorded among the land records of Anne Arundel County in Liber G.W. No. 75 folio 367 thence running with the County Road and the last line of the aforementioned conveyance east 600 feet to a stone now planted thence north 59 degrees south 58¼ degrees east 112 feet 6 inches thence north 31½ degrees west 600 feet to the place of beginning, situate at or near Jessups, Anne Arundel County.

Being the northernmost one-half of the lot of ground described in the deed above referred to.

Being also the same lot of ground which by deed of even date herewith and recorded among the land records of Anne Arundel County immediately prior hereto was granted and conveyed by said Cornelia M. Flack to the said Benjamin W. Flack and Frances Flack, his wife.

The property above described is the property of said Benjamin W. Flack and Frances Flack, his wife and the said Cornelia M. Flack, executes this mortgage to and for the purpose of also assuming the primary obligation, jointly and severally, to repay said indebtedness and fulfill the covenants herein contained, such obligation to be the joint and several direct and primary obligation of each and every one of the parties hereto. The said Cornelia M. Flack waiving notice of any default or extension of said mortgage indebtedness.

Together with the improvements thereon, and all the privileges and appurtenances thereto belonging.

To Have and to Hold the said _____ with the improvements and appurtenances aforesaid, unto The Metropolis Building Association of Baltimore City its successors and assigns,

Provided, that if the said mortgagors their heirs, personal representatives or assigns, shall make the payments and perform the covenants as herein provided, then this mortgage shall be void.

And the said Benjamin W. Flack and Frances Flack, his wife and Cornelia M. Flack for themselves their heirs, personal representatives and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows: that is, to pay weekly to the said mortgagee, its successors or assigns, the sum of five dollars ($5.00) as dues until the said sum of twenty-six hundred dollars ($2600.00) shall be repaid; and also to pay weekly, at the time and place specified by the mortgagee, the sum of three dollars ($3.00) as interest until the sum of one hundred and thirty ($130.00) dollars shall be repaid in weekly dues, when the said weekly payments of interest shall be reduced fifteen cents cents; and so on, and as often as one hundred and thirty dollars shall be so repaid in dues, the weekly payments of interest shall be so reduced fifteen cents cents; to pay all fines and penalties that may be imposed upon them by said mortgagee in accordance with its charter, constitution or by-laws, which by-laws are hereby made a part hereof; to pay all taxes and water rent, and other public dues and charges for which the property hereby mortgaged is now or may become liable, when payable, and for the purpose of paying the same the said mortgagor hereby covenant to pay weekly to the said mortgagee, its successors and assigns, the sum of One dollar and fifty cents ($1.50) which the said mortgagee shall from time to time apply to the payment of said expenses, and in the event that said sum should in any year during the continuance of this mortgage be insufficient to pay said expenses, then the said mortgagor will on demand pay the difference, but should said sum be more than sufficient, the excess shall be credited to the mortgagors

And the said mortgagors covenant to keep the improvements upon said property fully insured against loss by fire, in some insurance company approved by the mortgagee, and to deliver all policies to the mortgagee so framed as in case of fire, to inure to the benefit of the mortgage, its successors or assigns, to the extent of its lien hereunder, all of which payments

and covenants shall continue in force until the sum of twenty-six hundred dollars ($2600.00) shall be repaid.

And it is agreed that until default be made in the premises, the said mortgagors, their heirs, personal representatives or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable.

And it shall be lawful for the said mortgagee, its successors or assigns, or for Philander B. Briscoe its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, 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 said mortgagee may be deemed expedient: and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a Fee of Fifty Dollars ($50.00) and 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 of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the mortgagors their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

And the said mortgagors for their heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, 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 mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commission the said mortgagors for their heirs, personal representatives or assigns, hereby covenant to pay; and the said mortgagee, its successors or assigns or its attorneys or agents, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

It is Further Agreed, that in case the mortgagors cease to own, sell, transfer, or dispose of the within described property, without first obtaining the assent in writing of the mortgagee, then the unpaid balance shall immediately become due, and in default of payment this mortgage may be foreclosed.

As Witness our hands and seals

Test:
Mera A. Coale

Benjaman W. Flack (Seal)
Frances Flack (Seal)
Cornelia M. Flack (Seal)

State of Maryland, City of Baltimore To Wit:

I Hereby Certify, that on this 11 day of September in the year nineteen hundred and thirty-six before me, the subscriber, a Notary Public of the State of Maryland, in and for City of Baltimore personally appeared Benjamin W. Flack and Frances Flack, his wife and Cornelia M. Flack, Widow the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Charles A. Gettier, the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth.

(Notary's Seal) Mera A. Coale
Notary Public.

Statement of Mortgage Debt -- Filed June 17" 1939.

Original Loan	$2600.00		
Paid on account	303.10		
Balance Due on Principal		$2296.90	
Interest to 6/12/39, 25 weeks @ $2.70		67.50	
Fines to 6/12/39, 25 weeks @ 90¢		22.50	
Attorney's Fee, allowed in Mortgage		50.00	
		$2436.90	
Credit Balance, Expense Account,		67.24	
Balance Due			$2369.66

Philander B.Briscoe
Attorney named in Mortgage

State of Maryland, City of Baltimore, SS:

I Hereby Certify, That on this 14th day of June, in the year nineteen hundred and thirty-nine, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Stuart C. Smith, Secretary of The Metropolis Building Association of Baltimore City, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As Witness my hand and Notarial Seal.

Stuart C. Smith,
Secretary, The Metropolis
Building Association of Baltimore City.

(Notarial Seal) Helen B. Bornefeld
Notary Public.

Bond --Filed and Approved 17th. June, 1939.

Know All Men By These Presents:

That we, Philander B. Briscoe 209 Union Trust Building, Baltimore, Maryland as Principal and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand ($4,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 13th day of June in the year of our Lord ninteen hundred and thirty-nine.

Whereas, the above bounden Philander B. Briscoe by virtue of the power contained in a

mortgage from Benjamin W. Flack and Frances Flack, his wife Cornelia M. Flack, widow to The Metropolis Building Association of Baltimore City bearing date the 11th day of September, 1936 and recorded among the mortgage records of Anne Arundel County in Liber F. A. M. No. 154 Folio 361 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 Philander B. Briscoe do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Philander B. Briscoe 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 — Philander B. Briscoe (Seal)

in the presence of — Fidelity and Deposit Company of Maryland

Helen B. Bornefeld — (Corporate Seal) — By R. L. Jenness,

As to Surety: — Attorney-in-fact.

By I. Grant.

Report of Sale --Filed June 24" 1939.

To The Honorable, The Judge of Said Court:

The Report of Sale of Philander B. Briscoe, attorney named in Mortgage, to make sale of property located at Jessup, in the Fourth Election District, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, as provided by law, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a weekly newspaper published in Anne Arundel County, for more than twenty successive days, preceding the day of sale, said attorney Philander B. Briscoe did pursuant to said notice on Friday, the 23rd day of June, 1939 at four o'clock P. M., attend on the premises and then and there sold the said fee simple property, particularly described in attached advertisement to John H. O'Lexey and Elizabeth O'Lexey, his wife, for the sum of $3900.00, they being then and there the highest bidder for the said property.

Philander B. Briscoe

Attorney named in Mortgage.

State of Maryland, City of Baltimore, Sct:

I Hereby Certify, That on this 23rd day of June, 1939, before me, the subscriber, personally appeared Philander B. Briscoe, Attorney named in Mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal) Helen B. Bornefeld

Notary Public.

Advertisement of Sale

Foreclosure Sale of Improved Fee-Simple Property located at Jessup, in the Fourth Election District, Anne Arundel County, Maryland.

By virtue of the power of sale contained in a mortgage from Benjamin W. Flack and Frances

Flack, his wife, and Cornelia M. Flack, widow, dated September 11th, 1936, recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 154, folio No. 361, default having occurred in said mortgage, the undersigned attorney named in mortgage, will sell at public auction, on the premises, on Friday, June 23rd, 1939, at 4:00 o'clock P. M., the following property:

All that tract of land, containing 1.6, acres, more or less, situate in the Fourth Election District, and described as follows: Beginning for the same at a stone planted on the county road at the end of the third line of a lot of ground conveyed by Imogene A. Beacham and husband to Frank H. Fields, bearing date of June 24, 1910, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 75, folio 367, thence running with the county road and the last line of the aforementioned conveyance south 58¼ degrees east 112 feet 6 inches thence north 31½ degrees east 600 feet to a stone now planted thence north 59 degrees west 112 feet 6 inches thence south 31½ degrees west 600 feet to the place of beginning

Being the same lot of ground which by deed of even date therewith and recorded among the Land Records of Anne Arundel County immediately prior thereto was granted and conveyed by said Cornelia M. Flack to the said Benjamin W. Flack and Frances Flack, his wife.

This property is improved by desirable frame dwelling, with modern conveniences, beautiful lawn and splendid shade trees, with a large frontage or an improved county road and within short walking distance of railroad station.

Terms of Sale: A cash deposit of $200.00 will be required of the purchaser at the time of sale, balance of purchase price to bear interest at the rate of 6% per annum from day of sale and payable upon ratification of sale. Taxes and all expenses to be adjusted to day of sale; one-half revenue and relief stamps to be allowed purchaser.

Philander B. Briscoe,
Attorney Named in Mortgage.

ORDER NISI

Ordered, this 24th day of June, 1939, That the sale of the property mentioned in these proceedings made and reported by Philander B. Briscoe, Attorney named in mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 26th 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 26th day of July next.

The report states that the amount of sales to be $3900.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., July 20, 1939

We hereby certify, that the annexed Order Nisi - Report of Sale - Philander B. Briscoe, Atty. named in Mortgage vs. Benjamin W. Flack and wife et.al. No. 7833 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of July, 1939. The first insertion being made the 29th day of June, 1939.

The Capital-Gazette Press, Inc.
By Alfaretta Friend.

Ordered by the Court, This 27th day of July, 19__ that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions

and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account -- Filed August 19th., 1939.

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.

Laura R. Jickling , Auditor.

Dr. Philander B. Briscoe, Attorney named in Mortgage, Vs. Benjamin W. Flack, et al in ac. with Philander B. Briscoe, Attorney.

To Attorney for fee	$ 50.00	$
To Attorney for commissions	147.83	197.83
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	12.45	
Auditor	9.00	31.45
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising	26.25	
Capital-Gazette Press - handbills	5.50	
Capital-Gazette Press - Order nisi on report of sale	5.00	
Capital-Gazette Press - Order nisi on auditor's acct.	5.00	
Fidelity & Deposit Co. - bondpremium	16.00	
Wm. H. Moss & Co. - auctioneer	15.00	
Thomas O. Gott - posting, etc.	5.00	
Helen B. Bornefeld - notary fees	.60	
One-half Federal revenue stamps	2.00	
One-half State revenue stamps	1.95	
One-half recording tax	.25	82.55
To Attorney for Taxes, viz:		
1938 State and County taxes	65.60	
1939 State and County taxes (adj.)	31.15	96.75
To Attorney for Benefit Charges, viz:		
House of Correction - 9 mos. water rent		7.50
To The Metropolis Building Ass'n of Baltimore City, mortgagee Balance due on principal	2,296.90	
Interest and fines to 6/23/39 - 27 weeks	97.20	
	2,394.10	
Cr. Balance in expense acct.	67.24	2,326.86
To Bruner R. Anderson, second mortgagee, account mortgage claim		1,184.81
		$3,927.75
Amount second mortgage claim filed	$1,231.46	
Cr. Amount allowed as above	1,184.81	
Balance subject to decree in personam	$ 46.65	

Cr. June 23, 1939	Proceeds of sale	$3,900.00
	Interest on deferred payment	27.75
		$3927.75

ORDER NISI

Ordered, This 19th day of August, 1939, 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 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.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., September 23, 1939.

We hereby certify, that the annexed Order Nisi - Aud. acct. - Flack # 7833 Eq. 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 20th day of September, 1939. The first insertion being made the 31st day of August, 1939.

The Capital-Gazette Press, Inc.
By H. L. Strange.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 25 day of Sept., 1939, 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

William K. Ferguson, Attorney Named in the Mortgage vs. W.W.Farnandis, Incorporated	:	No. 7837 Equity In The Circuit Court for Anne Arundel County.

Titling -- Filed June 1" 1939.

Mr. Clerk:

Please docket this suit, file titling, original mortgage and bond when approved.

William K. Ferguson
Attorney named in the Mortgage

Eq

Cause of Action, Original Mortgage -- Filed June 1st. 1939.

This Mortgage, Made this 25th day of June in the year nineteen hundred and thirty-seven, by W. W. Farnandis, Incorporated, a body corporate, duly incorporated under the laws of the State of Maryland Mortgagor of the first part, and The Baltimore Company, a body corporate Mortgagee, of the second part.

Whereas the said Mortgagor stands bona fide indebted unto the said Mortgagee in the full and just sum of Five Thousand Dollars ($5,000.00), being part of the purchase price for the property hereinafter described, which said principal sum of money the said Mortgagor hereby covenants and agrees to repay unto the said Mortgagee six months from the date hereof, together with interest to accrue thereon at the rate of six per cent per annum, payable at maturity, both principal and interest being payable in lawful money of the United States of America; and

Whereas, it was further understood, covenanted and agreed by and between the parties

hereto, their successors and assigns, that said Mortgagor shall erect within six months from the date hereof two cottages, one cottage on each of the lots of ground hereinafter described in accordance with plans and specifications submitted and agreed upon; 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 This Mortgage Witnesseth, that in consideration of the premises and the sum of One Dollar, the said Mortgagor does grant and convey unto the said Mortgagee its successors and assigns, in fee simple, all those lots or parcels of ground situate and lying in Anne Arundel County aforesaid, and described as follows:

Lots numbered ten (10) and eleven (11) in Block numbered Seven hundred one (701) as shown on Amended Plat numbered seven (7) of Glenburnie as recorded among the Land Records of Anne Arundel County in Plat Book Liber F. S. R. No. 1, folio 59.

Being the same two lots of ground conveyed to the Mortgagor by the Mortgagee herein by deed of even date herewith and intended for record immediately prior hereto among the Land Records of said County.

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 ground and premises unto and to the proper use and benefit of The Baltimore Company, its successors 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 Five Thousand (5000) 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 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, does 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 of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said mortgagee, its successors or assigns, or William K. Ferguson, its Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz:
upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted the proceeds arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of _____ dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of

Maryland; secondly, to the payment of all claims of the said Mortgagee its successors and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor its successors or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for itself, its successors and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor for itself, its successors and assigns, does hereby covenant to pay, and the said Mortgagee, its successors or assigns, or William K. Ferguson 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 mortgagor for itself, its successors and assigns, does further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least _____ 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 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 signature of the said Mortgagor by W. W. Farnandis, President and its Seal hereunto affixed.

Test: W. W. Farnandis, Incorporated

Antoinette S. Gray. By W. W. Farnandis, President

(State of Maryland Stamps $4.20)

State of Maryland, Baltimore City, To Wit:

I Hereby Certify, that on this 25th day of June in the year nineteen hundred and thirty-seven before me, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared W. W. Farnandis, President of W. W. Farnandis, Incorporated the Mortgagor named in the aforegoing Mortgage and he acknowledged the aforegoing Mortgage to be its corporate act. At the same time also appeared William E. Ferguson, President of The Baltimore Company and he 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.

(Norarial Seal) Antoinette S. Gray

Notary Public.

Mortgagee's Claim -- Filed June 1st., 1939.

Statement of Mortgage Debt under Mortgage from W. W. Farnandis Incorporated to The Baltimore Company Dated June 25th, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. 165, Folio 326.

Principal due under mortgage on Lot 10, Block 701, Glen Burnie dated June 25, 1937	$2,500.00	
Credit - payment made November 19, 1937	500.00	
Balance	$2,000.00	
Interest on balance from June 25, 1937 to June 5,1939	246.42	
Amount due under mortgage	$2,246.42	- $2,246.42

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify that on this 31st day of May, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William E. Ferguson, the President of The Baltimore Company, mortgagee in the above mortgage, and he made oath in due form of law that the aforegoing is a true and correct statement of the amount due under the mortgage above set forth according to the best of his knowledge, information and belief, and that he is the duly authorized agent of the mortgagee, The Baltimore Company, to make this affidavit.

Witness my hand and Notarial Seal and the signature of the affiant.

W. E. Ferguson
President of The Baltimore Company, Mortgagee

(Notarial Seal)

Jean Ferguson
Notary Public.

Bond -- Filed and Approved 1st. June, 1939.

Know All Men By These Presents:

That we, William K. Ferguson, 100 E. Pleasant Street, Baltimore, Maryland, as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand and 00/100 ($3,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 25th day of May in the year of our Lord nineteen hundred and thirty-nine.

Whereas, the above bounden William K. Ferguson by virtue of the power contained in a mortgage from W. W. Farnandis, Inc. to The Baltimore Company bearing date the 30th day of June, 1937 and recorded among the mortgage records of Anne Arundel County in Liber F. A. M. No. 165 Folio 326 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 William K. Ferguson 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 William K. Ferguson 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 — William K. Ferguson (Seal)

in the presence of — Fidelity and Deposit Company of Maryland

Margaret L. Potterfield — (Corporate Seal) — By H. L. Jenness,

As to Surety: — Attorney-in-Fact.

By G. Gillis

Certificates of Purchaser and Auctioneer, Report of Sale, Order Nisi and Order of Final Ratification -- Filed June 7", 1939

To The Honorable The Judges of Said Court:

The report of sale of William K. Ferguson, Attorney named in the mortgage, respectfully represents unto your Honors:

That under and by virtue of the power of sale contained in a certain mortgage from W. W. Farnandis to The Baltimore Company, dated June 25th, 1937 and recorded in Liber F. A. M. 165, Folio 326, among the Land Records of Anne Arundel County, the undersigned as attorney named in said mortgage and authorized to sell in case of default, default having occurred under the terms and conditions of said mortgage and in the payment of the principal therein stipulated, after giving more than twenty days' notice of the time, place, manner and terms of said sale in the "Southern Maryland Times", a paper duly published in Anne Arundel County, did, pursuant to said notice and advertisement, attend on the premises on Monday, June 5th, 1939, at 3:00 p.m. and offered the said property for sale at public sale which property is described fully in the said mortgage above mentioned, reference to which is hereby made for a full description of the property, and sold the same to The Baltimore Company who was then and there the highest bidder thereof at and for the sum of $2,500.00 and that said sale was fairly made.

William K. Ferguson

Attorney named in the Mortgage.

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify that on this 5th day of June, 1939, before me, the subscriber, a Notary Public of the said State and City, personally appeared William K. Ferguson, attorney named in the mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing report of sale are true and bona fide as therein set forth and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) — Jean Ferguson

Notary Public.

This Is To Certify that the undersigned on the 5th day of June, 1939, purchased at public sale from William K. Ferguson, Attorney named in the Mortgage, in the mortgage from W. W. Farnandis, Incorporated to The Baltimore Company, dated June 25th, 1937 and recorded in Liber F. A.M. 165, Folio 326 among the Land Records of Anne Arundel County, the property therein described situate in Glen Burnie, Anne Arundel County, Maryland, at and for the sum of $2,500.00.

The Baltimore Company

By W. E. Ferguaon, Purchaser

This Is To Certify that I as auctioneer sold to The Baltimore Company all the lot or par-

cel of ground situate in Glen Burnie, Anne Arundel County, Maryland and described in the mortgage mentioned above, on the 5th day of June, 1939, at 3 o'clock, and I do further certify that the said purchaser at the price of $2,500.00 was the highest bidder therefor; that said sale was made in compliance with the advertisement thereof; and was fairly made.

Wm. A. Lobe & Co., Auctioneer
Per Wm. A. Lobe & Co.

Ordered, this 7th day of June, 1939, That the sale of the property mentioned in these proceedings made and reported by William K. Ferguson, Attorney named in the mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 8th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of July next.

The report states that the amount of sales to be $2,500.00

John H. Hopkins, 3rd., Clerk.

Certification of Publication Annapolis, Maryland

This Is To Certify That the annexed advertisement of Order Nisi was inserted in The Southern Maryland Times, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of July, 1939; that is to say, the same was inserted in the issues of June 10, 16, 23, 1939.

The Southern Maryland Times
Thomas L. Christian
Business Manager
By: Jeannette Cadell.

Ordered By The Court, This 15th day of July, 1939 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin,

Auditor's Report and Account -- Filed 9 August, 1939.

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.

Laura R. Jickling , Auditor.

Dr. William K. Ferguson, Attorney, etc, Vs. W. W. Farnandis, Inc. in ac. with William K. Ferguson, Attorney.

To Attorney for Commissions	$	$107.50
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	11.65	
Auditor	9.00	30.65
To Attorney for Expenses, viz:		
Southern Maryland Times -advertising sale order nisi on	16.00	
Southern Maryland Times - report of sale order nisi on	5.00	
Southern Maryland Times - auditor's acct.	5.00	
N. B. Lobe & Co. - auctioneer	10.00	
Fidelity & Deposit Co. - bond premium	12.00	
One-half State and Federal revenue stamps	2.50	

Amounts brought forward	$ 50.50	$138.15
To Jean Ferguson - notary fees	.50	51.00
To Attorney for Taxes, viz:		
State and County taxes for 1938	58.36	
State and County taxes for 1939 (adj.)	26.83	85.19
To Attorney for Ground Rent, viz:		
Pierre C. Dugan & Nephew - to 4/1/39	72.00	
Interest to 6/10/39	1.92	73.92
To The Baltimore Company, mortgagee - on account of mortgage claim		2,151.74
		$2,500.00

Amount of mortgage claim filed	$2,246.42
Cr. Amount allowed as above	2,151.74
Balance subject to decree in personam	$ 94.68

Cr. June 5, 1939 Proceeds of sale $2,500.00

ORDER NISI

Ordered, This 9" day of August, 1939, 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 11" 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 11" day of September next.

John H. Hopkins, 3rd., Clerk

Certificate of Publication Annapolis, Maryland

This Is To Certify That the annexed advertisement of Order Nisi was inserted in The Southern Maryland Times a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11 Day of September, 1939; that is to say, the same was inserted in the issues of August 11,18,25, 1939.

The Southern Maryland Times
Thomas L. Christian,
Business Manager.
By; Jeannette Cadell.

Ordered By The Court, this 13th day of Sept., 1939, 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin , Judge.

Fannie Stewart, Et Al	:	No. 7841 Equity
VS.	:	In the Circuit Court for
Irene E. Jackson, Et Al	:	Anne Arundel County.
	:	

Bill of Complaint -- Filed June 7th., 1939.

To the Honorable, the Judges of said Court:

The Bill of Complaint of Fannie Stewart, James A. Jackson, Fannie I. Johnson, Alvin Johnson, Albert S. Jackson and James M. Jackson complaining, shows unto your Honors:

1. That William S. Stewart died on August 24, 1924, intestate, seized and possessed of certain real estate situate in the City of Annapolis, Anne Arundel County, Maryland, consisting of a lot with improvements which was conveyed to him by Thomas H. Gross by deed August 25, 1904 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 38, folio 116, the original of which is filed herewith and marked "Complainant's Exhibit A" and is prayed to be taken as a part hereof, and which property upon the death of the said William S. Stewart became vested in his one child, Irene Jackson, subject to the dower of his widow, the above named Fannie Stewart.

2. That Irene Jackson died on July 12, 1932, intestate and her interest in said property thereupon vested in her five children, namely, Fannie I. Johnson, who intermarried with Alvin Johnson, Albert S. Jackson, single, James M. Jackson, single, Irene E. Jackson, single and William E. Jackson, single, subject to the courtesy of her widower, the above named, James A. Jackson, all of whom are of legal age, except Irene E. Jackson,age 20 years, and William E. Jackson, age 17 years.

3. That the said real estate cannot be divided in kind between the parties in interest without loss or injury to their interests, and a sale thereof is necessary and to the best interest and advantage to all of said parties.

4. That the aforesaid heirs of William S. Stewart have entered into an Agreement whereby they have agreed to convey to the Defendant, Helen A. Brown, the property heretofore referred to, for the sum of Eight Hundred ($800.00) Dollars, as will be seen by reference to the Contract of Sale filed herewith marked "Complainant's Exhibit "B" and prayed to be taken as a part hereof, which price your Complainants are advised and therefore aver is a fair and reasonable price, and that it would be for the best interest and advantage for both of the said infant Defendants and all the other parties holding any interest in said property, that said Contract be ratified and confirmed by this Honorable Court.

5. That no Letters of Administration have ever been granted on the estates of William S. Stewart or Irene Jackson.

To the End Therefore,

1. That a Decree may be passed for the sale of the real estate contracted to be sold.

2. That the Contract of Sale be ratified and confirmed by this Court and a Trustee be appointed for the purpose of consummating the same and transferring the estate of the said infants, Irene E. Jackson and William E. Jackson, and of the other parties in interest to the Vendee.

3. That Notice to Creditors issue on the Estates of William S. Stewart and Irene Jackson.

4. That your Complainants may have such other and further relief as their case may require.

May it please your Honors to grant unto the Complainants the writ of subpoena, directed to Irene E. Jackson and William E. Jackson, Clinton, Maryland, and Helen A. Brown, 14 Fleet St.,

Annapolis, Maryland, commanding and directing them and each of them on some certain day to be named therein to appear in this Court to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

_____: Ellen Jackson

Marvin I. Anderson
Solicitor for Complainants

her
Fannie / Stewart
mark
James A. Jackson
Fannie I. Johnson
Alvin Johnson
Albert S. Jackson
James M. Jackson

Complainant's Exhibits "A" and "B" -- Filed June 7", 1939.

This Deed made this twenty fifth day of August in the year Nineteen Hundred and Four, by and between Thomas H. Gross, surviving husband of Sarah I. Gross, late of Annapolis, Maryland, deceased, of the first part, and William S. Stewart of Annapolis, Maryland, of the second part, Witnesseth

Whereas by a deed dated the Eleventh of July, in the year Eighteen Hundred and eighty-two, and recorded among the Land Records of the County aforesaid in Liber S. H. No. 20, at folio 159, James M. Munroe, trustee conveyed the property hereinafter mentioned and described to Sarah I. Gross, wife of the said Thomas H. Gross; and

Whereas it is the claim of the said Thomas H. Gross that the said property should have been conveyed to him and his said wife Sarah, as tenants of the entities whereby upon the death of the said Sarah the title to the said property would have become vested in him in fee simple; and

Whereas in order to enforce the said claim the said Gross has instituted in the Circuit Court for Anne Arundel County in equity his suit by petition, being numbered 2646 Equity; and

Whereas in any event upon the death of the said Sarah as aforesaid the said Thomas H. Gross has become entitled to the use and occupation of the property hereinafter mentioned and described, for and during the period of his life, as surviving husband of the said Sarah; and

Whereas to settle all claims the said Gross has agreed to sell and the said Stewart has agreed to buy all the interest of the said Gross in and to the said property, and the said Gross in consideration thereof has agreed to dismiss his aforesaid suit in equity;

Now Therefor, in consideration of the premises and of the payment by the said Stewart to the said Gross of the sum of Four Hundred Dollars, the receipt whereof is hereby acknowledged, the said Thomas H. Gross, by these presents, doth bargain and sell and grant and convey unto the said William S. Stewart all his right, title, interest and estate in and to all that lot of ground situated upon Prince George street in the city of Annapolis, Maryland, mentioned and described in the aforesaid deed from James M. Munroe, trustee, to Sarah I. Gross, dated the 11th day of July, 1882 and recorded as aforesaid in Liber S. H. No. 20, at folio 159.

Together with all the buildings and improvements thereon made and being, and all the rights, roads, ways, waters privileges and appurtenances thereunto belonging or appertaining

To Have and To Hold the same to and unto the said William S. Stewart, his heirs and assigns, forever in fee simple.

And the party hereto of the first part doth further covenant that he will specially warrant the title to the above conveyed property, and will execute such other and further assurances of title as may be requisite or demanded.

Witness his hand and seal the day and year first above mentioned.

Witness: J. Roland Brady

Thos. H. Gross (Seal)

State of Maryland, Anne Arundel County, to Wit;

I hereby certify this 25th day of August in the year Nineteen Hundred and Four, that before the subscriber, a Notary Pulbic of the State of Maryland, in and for the county aforesaid, personally appeared Thomas H. Gross, and did acknowledge the foregoing deed to be his act. Witness my hand and seal Notarial.

(Notarial Seal) J. Roland Brady
Notary Public.

This Agreement made this 28th day of May, in the year Nineteen hundred and thirty-nine, between Fannie Stewart, widow, James A. Jackson, widower, Fannie Isabelle Johnson and Alvin Johnson, her husband, Albert Stewart Jackson, single, James Morris Jackson, single, Irene Ellen Jackson, single, and William Eugene Jackson, single, parties of the first part, and Helen A. Brown, party of the second part.

Witnesseth, That the said parties of the first part of hereby bargain and sell unto the said party of the second part, and the latter does hereby purchase from the former, the following described property situate and lying on Prince George Street, in the City of Annapolis, Maryland, known and designated as No. 171 Prince George Street, Being the same property which was conveyed to William S. Stewart by Thomas H. Gross, by deed dated the 25th day of August, 1904 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 38, folio 116. Being the land owned by the heirs of William S. Stewart.

At and for the sum of Eight Hundred ($800.00) Dollars, cash, subject to the approval and ratification of the Circuit Court for Anne Arundel County.

And upon payment as above, a Deed for the property shall be executed at the Vendee's expense, by the Vendors, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, water rent and insurance, et al adjusted to day of transfer.

Test:

Ellen Jackson

Lucille H. Musterman

her
Fannie / Stewart (Seal)
mark
James A. Jackson (Seal)
Fannie I. Johnson (Seal)
Alvin Johnson (Seal)
Albert S. Jackson (Seal)
James M. Jackson (Seal)
Irene E. Jackson (Seal)
William E.Jackson (Seal)
Helen A. Brown (Seal)

Answer of Helen A. Brown -- Filed June 7" 1939.

To the Honorable, the Judges of said Court:

The Answer of Helen A. Brown, to the Bill of Complaint of Fannie Stewart and others against her and others in this cause, exhibited, respectfully shows:

That she admits all of the allegations and averments of said Bill in so far as same is applicable to her and consents to the granting of the prayers of said Bill.

And as in duty bound, etc.

Helen A. Brown.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 7th day of June, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Helen A. Brown, one of the within named defendants, and made oath in due form of law that the matters and things in the aforegoing Answer are true as therein set forth.

As Witness my hand and seal Notarial.

(Notarial Seal) Lucille H. Musterman
Notary Public.

Petition for Appointment of Guardian Ad Litem and Order of Court Thereon.

Filed June 23rd., 1939.

To the Honorable, the Judges of said Court:

The Petition of James A. Jackson, one of the Plaintiffs in this cause, Father of the infants, Irene E. Jackson and William E. Jackson, respectfully shows:

That the said infants have been duly summoned, but being infants 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 said infant defendants.

And as in duty bound, etc.

Marvin I. Anderson
Solicitor for Petitioner.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 22nd day of June, 1939, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James A. Jackson, and made oath in due form of law that the matters and things stated in the aforegoing Petition are true to the best of his knowledge and belief.

As Witness my hand and seal Notarial.

(Notarial Seal) Lucille H. Musterman
Notary Public.

Ordered this 28 day of June, 1939, by the Circuit Court for Anne Arundel County, in Equity, upon the aforegoing Petition and affidavit, that Lucille H. Musterman, be and she is herebu appointed guardian ad litem to appear and answer for Irene E. Jackson and William E. Jackson, infant defendants in the above case.

Ridgely P. Melvin, Judge.

Answer of Infant Defendants by Guardien Ad Litem -- Filed June 28" 1939.

The joint and several Answer of Irene E. Jackson and William E. Jackson, infants, by Lucille H. Musterman, Guardian ad Litem, duly appointed by Order of this Court, to the Bill of Complaint of Fannie Stewart, and others against them and others in this cause, exhibited, respectfully shows:

These defendants, being infants, cannot admit any of the matters and things in said Bill alleged, and submits their rights thereunder to the protection of the Court.

Lucille H. Musterman
Guardian ad Litem

Petition for leave to take Testimony and Order of Court Thereon - Filed June 28" 1939

To the Honorable, the Judges of said Court:

The Petition of Fannie Stewart, widow, James A. Jackson, widow, Fannie I. Johnson and Alvin Johnson, her husband, Albert S. Jackson, single and James M. Jackson, single, by Marvin I. Anderson, their Attorney, respectfully shows:

That the above case is at issue, the infant defendants having been duly summoned and answers filed by their guardian ad litem, appointed by this Honorable Court, and the defendant Helen Brown, having filed her answer in propria persona; it now becomes necessary to take testimony in support of the allegations of the Bill.

Your Petitioner therefore, prays the Court to pass an Order giving leave to the parties to the above case to take testimony before one of the Examiners of this Court.

Marvin I. Anderson
Attorney for Petitioner.

Ordered this 28th day of June, 1939, by the Circuit Court for Anne Arundel County, that leave be and is hereby granted to the parties to the above case to take testimony before one of the Standing Examiners of this Court.

Ridgely P. Melvin A. J.

Testimony on behalf of the Plaintiff, June __ 1939. -- Filed July 6" 1939

Present:-

Mr. Marvin I. Anderson, Solicitor for Plaintiffs.

Guardian ad Litem.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

Witnesses:-

Fannie Stewart, ----------2 to 3

James A. Jackson, ----------4 to 6

T. Carroll Worthington, ------ 7

Fannie Stewart, a witness of lawful age, being first duly sworn deposes and says:-

(Anderson)

1. State your name and residence?

A. Fannie Stewart, live at present at Clinton, Prince George Co.

2, Did you know the late William S. Stewart? A. Yes, he was my husband.

3. Is he living or dead? A. He is dead, he died August 24th, 1924

4. Did he leave a Will? A. No.

5. What property did he leave located in Annapolis, Md.?

A. Property at No. 171 Prince George street consisting of a small lot with improvements which was conveyed to him by Thomas H. Gross.

----- Deed for same offered in evidence as Exam. Exh. No. 1 being Exhibit A with the Bill of Complaint.

6. How many children did William S. Stewart leave? A. One child, Irene Jackson.

7. Is this child, Irene Jackson living or dead?

A. She is dead, she died July 12th, 1932.

8. Ded she leave a will? A. No.

9. Where did she die? A. She died 727-13th st., N. E., Washington, D. C.

10. How many children did Irene Jackson leave?

A. She had five children, namely,

Fannie I. Johnson whose husband is Alvin Johnson, Albert S. Jackson, single, James M. Jackson, single, Irene E. Jackson, single, William E. Jackson, single.

11. Are any of them infants? A. Yes, William E. Jackson and Irene E. Jackson are infants.

12. Is the husband of Irene E. Jackson, deceased, living?

A. Yes, he is James A. Jackson.

13. Can this property known as 171 Prince George street, Annapolis be divided in kind among the heirs entitled to it? A. No.

14. What, in your opinion, is necessary and best to do with the property?

A. Best is to sell it and divide the money between those entitled to it.

15. You and the other heirs have entered into a Contract for the sale of this property to Helen A. Brown? A. Yes.

16. And the price paid for it is $800? A. Yes.

17. I hand you a Contract of Sale made with Helen Brown and ask you is that your Agreement?

A. Yes.

-----Offered and filed as Exam. Exh. No. 2 being Exh. B with the Bill of Complaint. (Both Exhibits are fastened together).

18. In your opinion, is the price at which you have contracted to sell the property for, a fair and reasonable price? A. Yes.

19. Do you consider it to the advantage of all the parties, especially the infant children, to sell the property ?

A. Yes I do.

20. Have Letters of Administration ever been granted on the estates of William S. Stewart or Irene E. Jackson? A. No.

21. What do the improvements on this property consist of?

A. Small, six room dwelling in very bad condition.

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

A. Nothing else.

Ellen Jackson Fannie her / mark Stewart

James A. Jackson, a witness of lawful age, being first duly sworn , deposes and says:-

(Anderson)

1. State your name and residence?

A. James A. Jackson, Clinton, Prince George County, Md.

2. Did you know William S. Stewart? A. Yes.

3. Is he living or dead? A. Dead.

4. What relation are you to him?

A. I am his son-in-law, the husband of his daughter, Irene E. Jackson, deceased.

5. When did William S. Stewart die? A. August 24th, 1924.

6. Did he leave a will? A. No.

7. What property did he die seized and possessed of in the City of Annapolis?

A. 171 Prince George st., Annapolis, Md. consisting of a two story frame dwelling house of six rooms, the house is in very bad condition.

8. You mean it is in bad repair?

A. It is not fit for anybody to live in now, she has not been there for three years.

9. Do you know from whom he purchased that property?

A. From Thomas H. Gross.

10. Is this the deed for the property? A. It is. Exhibit No.1.

11. How many children did William S. Stewart leave surviving him?

A. One daughter, Irene E. Jackson, my wife.

12. Is she living or dead? A. She is dead, she died July 12th, 1932.

13. Did she leave a Will? A. No, she died intestate.

14. How many children did she leave? A. Five children.

15. Will you state their names and whether they are married or single and if married their husband's name?

A. Fannie I. Johnson, whose husband is Alvin Johnson, Albert S. Jackson, single, James M. Jackson, single, Irene E. Jackson, single, William E. Jackson, single.

16. All are of age except the last two,

A. Irene E. Jackson, age 20 years, William E. Jackson, age 17 years.

17. Can the real estate which you have described be divided between the parties in interest without loss or injury to any of them?

A. No it cannot be.

18. What, in your opinion, is the best thing to do with the property?

A. Sell it and divide the money between those entitled to it.

19. Have you and the other heirs entered into a Contract for the sale of the property?

A . Yes.

20. Is this the Contract which has been filed here as Exam. Exh. No. 2?

A. Yes, it is the agreement dated the 28th of May, 1939 between the heirs and Helen A. Brown.

21. The price mentioned herein is $800, in your opinion, is that a fair and reasonable price for the property? A. Yes.

22. How long have you known that property? A. I have known it since 1905.

23. What are the dimensions of the lot? A. Approximately 15X 65 or 70 feet.

24. In your opinion, would it be to the best interest and advantage of the infant defendants as well as the other parties, that the property be sold? A. Yes.

25. Is the property occupied at present?

A. No, has not been for about three years except occasionally, the widow has not lived there for over three years. It is in very bad condition.

26. You and the other heirs desire the Court to ratify the Contract which has been made with Helen Brown? A. Yes.

27. Have Letters of Administration ever been granted on the estates of William S. Stewart and Irene Jackson? A. No sir.

James A. Jackson.

T. Carroll Worthington, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name, residence and occupation?

A. T. Carroll Worthington, Annapolis, Md., Real Estate Broker and Insurance.

2. How long have you been in the Real Estate and Insurance business?

A. Real estate five years and Insurance 20 years.

3. Are you familiar with the values of real estate in Annapolis? A. I am.

4. Do you know where 171 Prince George street is? A. I do.

5. Have you examined that property recently? A. I have.

6. What does it consist of?

A. A lot next to the corner lot, with a two story small frame six room dwelling in bad condition.

7. What would you say was a fair market value of the lot and improvements at that location?

A. My appraisal is $760.

8. The owners have contracted for a sale of the property for $800 would you say that was fair and reasonable?

A. I would say it was more than fair.

9. Is that property susceptible of division in kind? A. It is not.

10. If I tell you there are two infant heirs who have an interest in this property would you say it would be to their best interest to sell this property for $800?

A. In my opinion it would be.

To the general question under the rule the witness says:- A. Nothing more.

T. Carroll Worthington

There being no other witnesses to be examined, no further testimony desired, this testimony is now closed and returned to the Court at request of Plaintiff's Solicitor.

Witness my hand and seal this 6th day of July 1939.

Jno. S. Strahorn (Seal)
Examiner.

Agreement of all Parties for the Immediate Passage of a Decree - Filed July 6th. 1939.

To the Honorable, the Judges of said Court:

The Undersigned, representing all the parties to this cause, hereby consent to the immediate consideration of this case by the Court upon Bill, Answers, Testimony and Exhibits filed, and to the immediate passage of such decree as to the Court may seem appropriate in said case.

Marvin I. Anderson

Solicitor for Complainants

Lucille H. Musterman
Guardian ad litem for Irene E. Jackson
and William E. Jackson, infants.

Helen A. Brown.

Decree -- Filed July 7th. 1939.

This cause standing ready for hearing and having been submitted on Bill, Answers and Testimony and all the proceedings having been read and considered, and there being filed in this case, an Agreement on behalf of all parties in interest for the immediate passage of a decree and it appearing to the Court that one of the Complainants, Fannie Stewart is the widow of William S. Stewart, and that she is the mother of Irene Jackson, who is the mother of Fannie I. Johnson, who is married to Alvin Johnson, Albert S. Jackson, single, James M. Jackson, single, Irene E. Jackson, single and William E. Jackson, single, all of whom are of legal age, except Irene E. Jackson and William E. Jackson; and that James A. Jackson is the widower of Irene Jackson; that the infant defendants having been duly summoned and having appeared in these proceedings and have answered by their guardian ad litem, duly appointed by this Court; and it further appearing to the Court by the testimony from discreet and responsible witnesses taken before the Examiner of this Court, who state in their depositions, the value and quantity of the property and the facts and circumstances, that it would be for the benefit and advantage of said infant defendants, that a decree for the sale of the land and property described in these proceedings and set forth in the Bill of Complaint should be passed; and it further appearing to the Court for the benefit and advantage of the infant defendants herein that the property aforesaid, be sold for the price and on the terms and conditions set out in the Agreement of sale and purchase between Fannie Stewart, widow, et al, and Helen A. Brown, filed with the Bill in this case, marked "Complainant's Exhibit "B" and that the said property would not be susceptible of division in kind now or hereafter among those in title.

Now Therefore, It Is Adjudged, Order and Decreed this 7th day of July, 1939, by the Circuit Court for Anne Arundel County, in Equity, that the property and land mentioned and described in these proceedings aforesaid, and described in said agreement of sale and purchase, and in the Bill of Complaint set forth, be sold accordingly; and it is hereby further Adjudged, Ordered and Decreed that the aforesaid agreement of sale and purchase dated the 28th day of May, 1939, made by and between Fannie Stewart, widow, James A. Jackson, widower, Fannie I. Johnson and Alvin Johnson, her husband, Albert S. Jackson, single, James M. Jackson, single, Irene E. Jackson, single, and William E. Jackson, single and Helen A. Brown, be and the same

is hereby ratified, confirmed and approved; and that Marvin I. Anderson be and he is hereby appointed Trustee for the purpose of conveying the property aforesaid to the said purchaser, Helen A. Brown, and the said Marvin I. Anderson upon payment of the whole purchase money mentioned in said agreement, but nor before, as Trustee, aforesaid, shall by a good and sufficient deed, to be executed and acknowledged by him as said Trustee, convey to the said Helen A. Brown, her heirs and assigns, the aforesaid property and land, free, clear and discharged from all claims of the parties hereto, both plaintiffs and defendants, and those claiming by, through, from or under them or any of them, in accordance with the terms and conditions of said agreement of sale and purchase; and after receiving the same, 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 therefrom, the Court cost of these proceedings and such commission as may be allowed the Trustee by this Court, in consideration of the performance of his duties as such Trustee as well as the sum of Ten ($10.00) Dollars, appraisal fee, and the said Marvin I. Anderson, Trustee as aforesaid, is hereby required to file in this Court a bond with surety in the penalty of sixteen hundred Dollars, to be approved by the Court of the Clerk thereof.

And it further appearing to the Court from the testimony in this case that no administration has been taken out on the Estates of William S. Stewart and Irene Jackson, the Trustee, is directed to give notice to each of their creditors to file their claims in this Court in the office of the Clerk thereof on or before the 12th day of August, 1939.

Ridgely P. Melvin, A. J.

Bond --Filed July 10th., 1939.

Know All Men By These Presents:

That we, Marvin I. Anderson, as Principal of Annapolis, Maryland, and James A. Jackson, widower, and Alvin Johnson and Fannie I. Johnson, his wife, as sureties are held and firmly bound unto the State of Maryland, in the full and just sum of Sixteen Hundred ($1600.00) Dol- to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 10th day of July, 1939.

Whereas the above Bounden, Marvin I. Anderson, by virtue of a decree of the Honorable, the Judge of the Circuit Court of Anne Arundel County, has been appointed Trustee to sell the real estate mentioned in the proceedings in the case of Fannie Stewart, et al, vs. Irene E. Jackson, infant, etal, No. 7841 Equity, now pending in said Court.

Now The Condition of the Above Obligation is Such, That, if the above bounden, Marvin I. Anderson 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 obligation to be void; otherwise to be and remain in full force and virtue in law.

Test:	Marvin I. Anderson	(Seal)
Lucille H. Musterman	James A. Jackson	(Seal)
Approved: this 10th day of July 1939.	Alvin Johnson	(Seal)
John H. Hopkins, 3rd., Clerk.	Fannie I. Johnson	(Seal)

Notice to Creditors of Wm. S. Stewart & Irene Jackson - Filed 14 August, 1939

The Creditors of William S. Stewart and Irene Jackson are hereby notified to file their claims in this case with the clerk of the Circuit Court for Anne Arundel County on or before the

12th day of August, 1939, they may otherwise, by law, be excluded from all benefits of said estate.

Marvin I. Anderson, Trustee.

Certificate of Publication Annapolis, Md., August 11, 1939.

We hereby certify, that the annexed Notice To Creditors - Wm. S. Stewart & Irene Jackson was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for five successive weeks before the 12th day of August, 1939. The first insertion being made the 13th day of July, 1939.

The Capital-Gazette Press, Inc.
By H. L. Strange.

Auditor's Report and Account -- Filed August 29th., 1939.

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.

Laura R. Jickling, Auditor.

Dr. Fannie Stewart, Widow, et al, vs. Irene E. Jackson, infant, et al in ac. with Marvin I. Anderson, Trustee.

To Trustee for commissions	$ 49.00	$ 49.00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	14.40	
Auditor	13.50	37.90
To Trustee for Expenses, viz:		
Capital-Gazette Press - notice to creditors	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
Sheriff - costs	.95	
John S. Strahorn - Examiner	8.00	
Juliet D. Strahorn - Stenographer	4.00	
Lucille H. Musterman - guardian ad litem	4.00	
T. Carroll Worthington - appraisal fee	10.00	
Lucille H. Musterman - notary fees	1.00	37.95
To Trustee for Taxes, viz:		
1933 State and County taxes (balance)	11.40	
1934 " " " "	35.09	
1937 " " " "	38.46	
1938 " " " "	29.37	
1939 " " " " ($28.79-adj)	15.20	129.52
1932 City of Annapolis taxes	24.50	
1933 " " " "	23.52	
1934 " " " "	25.50	
1935 " " " "	26.02	
1936 " " " "	26.03	
1937 " " " "	26.90	
1938 " " " "	24.51	176.98

Amount brought forward	$	$431.35
To Trustee for Benefit Charges, viz:		
Annapolis Water Co. - water rent to June 30,1939		6.65
To Fannie Stewart, Widow - one-third of balance ($362.00)	120.67	
To James A. Jackson, Widower- two-ninths of balance	80.44	
To Fannie I. Johnson, Daughter - 4/45 "	32.17	
To Albert S. Jackson - son- " "	32.18	
To James M. Jackson, son - " "	32.18	
To Irene E. Jackson, daughter - " "	32.18	
To William E. Jackson, son - " "	32.18	362.00
		$ 800.00

Cr. May 28, 1939. Proceeds of Sale $800.00

ORDER NISI

Ordered, This 29th day of August, 1939, 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 30th 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 30th day of September next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., October 2, 1939.

We hereby certify, that the annexed Order Nisi - Fannie Stewart, widow, et al. vs. Irene E. Jackson, infant - Auditor's Acct. - No. 7841 Equity was published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of September, 1939. The first insertion being made the 31st day of August, 1939.

The Capital-Gazette Press, Inc.

By Alfatetta Friend.

In the Circuit Court for Anne Arundel County

Ordered by the Court, this 3rd day of Oct. 1939, 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.

Ridgely P. Melvin, Judge.

In the matter of	:	No. 7843 Equity
the Estate of	:	In the Circuit Court for
Thomas R. Smith, deceased.	:	Anne Arundel County.

Mr. Clerk:

Please file the within certified copy, etc.,

Md. Title Guarantee Co.,
per E. D. V. Taliafereo.

Petition -- Filed 21" April 1939.

To The Honorable, The Judge of Said Court:

The petition of Gerald W. Hill and William L. Fitzgerald, Executors of the Estate of Thomas R. Smith, deceased, respectfully represents unto this Honorable Court:

1. That your petitioners have heretofore been appointed executors under the Last Will and Testament of Thomas R. Smith, deceased, in the Orphans' Court, of Baltimore City, on or about August 17, 1938.

2 . That by Item 12 of the said Last Will and Testament of Thomas R. Smith, deceased, the Maryland Trust Company of Baltimore was appointed a co-trustee of the residuum of said estate; that Samuel K. Dennis, of the Supreme Bench of Baltimore City, was appointed a co-trustee of said estate, together with one of your petitioners, William L. Fitzgerald. It was also provided by said Item 12, of said Last Will and Testament, that in the event the said Samuel K. Dennis declined to act as such co-trustee, then and in his place and stead Gerald W. Hill, one of your petitioners, was to act as such co-trustee. The said Samuel K. Dennis has indicated his intention not to act as such co-trustee under said Last Will and Testament as per Exhibit No. 2 attached hereto. The said Maryland Trust Company of Baltimore, by letter attached hereto, and marked "Exhibit No. 1", and prayed to be taken as part hereof as fully as if set forth herein, has declined to accept the said co-trusteeship under said Item 12 of said Last Will and Testament of Thomas R. Smith, deceased; that your petitioners, Gerald W. Hill and William L. Fitzgerald, are willing to serve as co-trustees under said Item 12 of said Last Will and Testament of Thomas R. Smith, deceased, and they are desirous of having a substituted co-trustee appointed immediately in the place and stead of the said Maryland Trust Company, and Samuel K. Dennis, for the purpose of taking charge with them of said trust estate, and administering the same, but not under the general jurisdiction of this Honorable Court; and your petitioners suggest to this Honorable Court the appointment of The Fidelity Trust Company (Baltimore, Maryland), as such substituted co-trustee.

Wherefore your petitioners pray that an order be passed by this Honorable Court appointing such substituted co-trustee.

And as in duty bound, etc.

William L. Fitzgerald

Gerald W. Hill

Executors of the Estate of
Thomas R. Smith, deceased.

Paul M. Higinbothom
Solicitor for Executors.

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify, That on this 21st day of April, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Gerald W. Hill and William L. Fitzgerald, Executors of the Estate of Thomas R. Smith, deceased, and they respectively made oath in due form of law that the matters amd facts

set forth in the aforegoing petition are true, to the best of their knowledge, information, and belief.

As Witness my hand and notarial seal.

(Notarial Seal) Dorothea D. Grosche
Notary Public.

CONSENT

We hereby consent to the appointment of The Fidelity Trust Company (Baltimore, Maryland), as substituted co-trustee in the place and stead of the Maryland Trust Company of Baltimore.

Wallace L. Smith
Guardian of Thomas Wilson

Marie E. Tilley

Wallace L. Smith
Guardian of Samuel Wilson

Elizabeth C. Wilson
Guardian of the children of Nathaniel Wilson

Gussie Hall

ORDER

Upon the aforegoing petition, affidavits, and consents it is this 21st day of April, 1939, Ordered by the Circuit Court of Baltimore City that The Fidelity Trust Company (Baltimore, Maryland), be, and it is hereby, appointed co-trustee under the Last Will and Testament of Thomas R. Smith, deceased, in the place and stead of the Maryland Trust Company of Baltimore and Samuel K. Dennis; with all the powers to said substituted co-trustee as by said Will were conferred upon Maryland Trust Company and Samuel K. Dennis, the original co-trustees named in the said Last Will and Testament of Thomas R. Smith, deceased; and It Is Further Ordered that this Honorable Court will not assume jurisdiction of the administration of the said trust estate; and It Is Further Ordered that the costs of this proceeding be paid by Gerald W. Hill and William L. Fitzgerald, Executors of the Estate of Thomas R. Smith, deceased.

W. Conwell Smith.

Maryland Trust Company Baltimore December 23, 1938.

Re: Estate of Thomas R. Smith

Paul M. Higinbothom, Esq.,

Calvert Building, Baltimore, Maryland.

Dear Paul:

Referring to your letter to me of November 7th , and in accordance with my conversation with you and Mr. Hill last Monday afternoon, I took up with our Trust Committee, at its regular meeting held yesterday, the question as to whether the Maryland Trust Company would serve as one of the trustees of the Estate of the late Thomas R. Smith.

After a thorough discussion, at which time I called to the attention of the Committee the views of our counsel, the Committee decided that the company should not accept this co-trusteeship. We nevertheless appreciate the numerous courtesies extended to us in this matter by you and Mr. Hill.

I tried to get you over the telephone today to advise you of the decision of our Committee, but I was unsuccessful in reaching you.

With best personal regards, and wishing you the compliments of the season,

Sincerely yours,

Robertson Griswold
Vice-President

Rg:G
CC to Gerald W. Hill, Esq.,
2 East Lexington Street,
Baltimore, Maryland.

EXHIBIT NO.2.

April 12, 1939.

Mr. Gerald W. Hill, and
Mr. William L. Fitzgerald,
Executors under the Will of Thomas R. Smith
2 East Lexington Street,
Baltimore, Maryland.

Gentlemen:-

Under Item Number Twelve of the Last Will and Testament of Thomas R. Smith, late of Baltimore City, deceased, I was appointed co-trustee with Mr. William L. Fitzgerald and Maryland Trust Company, of Baltimore, Maryland.

Under existing circumstances I find it impossible to serve as such co-trustee. I here by renounce the appointment. I desire herewith to notify you as Executors under Mr. Smith's will of my declination to serve.

Witness:
William J. O'Donnell
R. Carleton Sharretts, Jr.

Very respectfully,

Sam'l K. Dennis

State of Maryland, City of Baltimore, SS:

I, Charles R. Whiteford, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Petition, Affidavit, Consent, Order of Court and Exhibits Nos. 1. & 2. now on file in this office in the cause therein entitled as above

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court this 6th day of June A.D. 1939

(Corporate)
(Seal)

Chas. R. Whiteford,
Clerk.

In the Matter of the	:	No. 7853 Equity
Adoption of	:	In the Circuit Court for
William Lee Blackburn, an infant.	:	Anne Arundel County.

Petition to adopt infant, change name, and birth certificate & Order of Court.

Filed July 13" 1939.

Mr. Clerk:-

Please file and lay before the Court.

George B. Woelfel,
Solicitor for Petitioners.

To the Honorable, the Judge of said Court:-

The petition of Arthur F. Fendlay and Laura Ella Fendlay, his wife, respectfully shows:

1. That one of your Petitioners, to wit: Arthur F. Fendlay, is now thirty-seven years of age having lived in Anne Arundel County, in the First Election District thereof at Mayo, for the past twenty-four years where he is engaged as an interior painter and decorator who together with his wife are now purchasing a home at Cloverlea in said First Election District of Anne Arundel County.

2. That your Petitioners were legally married March 27th, 1936, in the Village of Davidsonville, by a duly ordained minister of the gospel and though both of your Petitioners are eager and anxious to have issue it has pleased Almighty God not to bestow any upon your Petitioners and they have been veritably informed by a reputable physician that none can be had.

3. That your Petitioners, in quest for a child to raise, went to Baltimore and on the second Sunday in May the child William Lee Blackburn who was then and there three months old, was turned over and given to your Petitioners with the consent of his mother, his only living parent. That your Petitioners file herein as an exhibit which is prayed to be taken as part and parcel of this petition as fully as though the same were incorporated herein, the affidavit of his mother stating the reason and consenting to his adoption by your Petitioners..

4. That your Petitioners have had a physician examine the said infant child and he has been pronounced to be in excellent health.

5. That your Petitioners likewise file herewith as Petitioners' Exhibit No. 2 the original certificate of birth of William Lee Blackburn.

6. That your Petitioners desire to have the name of said infant child changed from that of William Lee Blackburn to John Matthew Fendlay.

To the end therefore:

1. That said William Lee Blackburn may be declared to be the adopted child of your Petitioners.

2 . That the name of said infant child be legally changed from that of William Lee Blackburn to John Matthew Fendlay.

3. That an order may be passed by this Honorable Court directing the Department of Health to likewise change the name of the infant on the said birth certificate.

And as in duty bound, etc.

Arthur F. Fendlay
Laura E. Fendlay,
Petitioners

George B. Woelfel,
Solicitor for Petitioners.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that upon this 11th day of

July, in the year 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Arthur F. Fendlay and Laura Ella Fendlay, his wife, who 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 and belief.

Witness my hand and seal Notarial.

(Notarial Seal) Thomas E. Collison
Notary Public.

DECREE OF COURT.

Upon the aforegoing Petition, affidavit and exhibits It_this 13 day of July in the year 1939 by the Circuit Court for Anne Arundel County, Adjudged, Ordered and Decreed that William Lee Blackburn, be and he is hereby declared to be the adopted son of Arthur F. Fendlay and Laura Ella Fendlay, his wife.

And it is further Adjudged, Ordered and Decreed by the authority aforesaid that the name of the said infant child be and the same is hereby changed from William Lee Blackburn to John Matthew Fendlay, and this order shall be the good and lawful authority of the Commissioner of Health to make the necessary change on the birth certificate.

And it is further ordered that the Petitioners pay the costs of this proceeding.

Ridgely P. Melvin, Judge.

Petitioners Exhibit -- Filed July 13" 1939

To the Honorable, the Judge of said Court:

I, Vestah Gay Blackburn, a resident of the City of Baltimore, Maryland, residing at 1609 W. Fayette Street, do hereby assert that I am twenty-three years of age and that the infant child William Lee Blackburn, sex male, born on February 9th, 1939, is my child and I do further assert that the father of the infant is not known and accordingly I gave him my surname of Blackburn.

Moreover, the child was a burden to me and on the second Sunday in May I delivered the said child to Arthur Fendlay and Laura Ella Fendlay, his wife. I sincerely believe that they will make good foster parents for the child and I do hereby renounce and assign all of my right, title and interest in the said child or in his custody or guardianship to the said Arthur Fendlay and Laura Ella Fendlay, his wife, in order that they may adopt said child and have his name changed to that of John Matthew Fendlay.

And as in duty bound, etc.

Vestah Gay Blackburn.

State of Maryland, City of Baltimore, to wit:

I hereby certify that upon this 1st day of July, in the year 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Vestah Gay Blackburn who made oath in due form of law that the matters and facts set forth above are true to the best of her knowledge and belief.

Witness my hand and seal Notarial.

(Notarial Seal) Sidney D. Goldberg
Notary Public.

City of Baltimore, Maryland. Department of Health

This certifies that the birth of William Lee Blackburn Sex M on Feb. 9, 1939 is recorded in the Department of Health of Baltimore City File No E 90648

Bureau of Child Hygiene

W. K. Skilling M. D.
Director

(Seal)

Huntington Williams, M. D.
Commissioner of Health.

Morris Legum Goldie Legum	:	No. 7851 Equity
vs.	:	In the Circuit Court for
The Farmers National Bank of Annapolis.	:	Anne Arundel County.

Mr. Clerk;
Please docket this suit, and file.

R. Tilghman Brice 111.

Petition, Answer of Defendant, and Decree. -- Filed July 7th., 1939

To the Honorable, the Judges of said Court:

Your Orator, Morris Legum, complaining says:

First: That on the 17th day of October, 1924, he together with his wife, Goldie Legum, now deceased, executed a Deed of Trust conveying certain property to James M. Munroe, Trustee, to secure an indebtedness to The Farmers National Bank of Annapolis, said Deed of Trust being duly recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 91, folio 172; and on the 25th day of July, 1930,your Orator, together with his said wife, Goldie Legum, now deceased, executed a Deed of Trust conveying certain property to James M. Munroe, Trustee, to secure an indebtedness to The Farmers Notional Bank of Annapolis, said Deed of Trust being duly recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 75, folio 202.

Second: That the said James M. Munroe departed this life on the second day of January, 1937.

Therefore, your Petitioner prays this Honorable Court to appoint a Substitute Trustee of said Deeds of Trust with all the powers and duties of the said James M. Munroe, Trustee.

And as in duty bound, etc.,

Morris Legum ,

In propria Personam

ANSWER

The Answer of The Farmers National Bank of Annapolis in the above entitled case respectfully shows:

That it admits the allegations in said Bill of Complaint and consents to the passage of an immediate Decree.

The Farmers National Bank of Annapolis

By: Carey L. Meredith, President

R. Tilghman Brice, 111.

Solicitor for the Defendant.

DECREE

This cause having been submitted to the Court on Bill and Answer with the consent for the passage of an immediate Decree, the Court having considered said Bill and Answer, it is thereupon Ordered and Decreed this 27 day of March, 1939, that R. Tilghman Brice, 111, be and he is hereby appointed Substitute Trustee in the place and stead of the said James M. Munroe, Trustee, in the said Deeds of Trust from Morris Legum and Goldie Legum, his wife, to the said James M. Munroe, Trustee, with all the duties and powers of the said James M. Munroe, Trustee, in the said Deeds of Trust. The cost of these proceedings to be paid by the Defendant.

Ridgely P. Melvin, Judge.

Zofia Bizon	:	No. 7856 Equity
vs.	:	In the Circuit Court for
The First Polish-American Building Assn., " "Sobieski" a corporation.	:	Anne Arundel County.

Certified Copy of Petition by Receivers for Authority to make Private Sale of fee simple Lot on N. W. side of Belle Grove Road, near Pumphrey, Anne Arundel County, to Andrew Hajewski, for $450.00, and Order of Court Authorizing Sale. -- Filed July 21st. 1939.

To the Honorable, The Judge of Said Court:

The petition of Paul R. Hassencamp and Paul M. Higinbothom, Receivers herein, respectfully represents unto your Honor:

1. That among the assets of this estate is a fee simple lot of ground located on the northwest side of the Belle Grove Road near Pumphrey in Anne Arundel County, Maryland, title to which is now vested in your Receivers.

2. Said property was appraised in this proceeding by Mr. William E Ferguson, a real estate expert, several years ago at $1800.00, but since said appraisal said property has been vacant, has greatly deteriorated, and is now in extremely bad condition. Your petitioners did not deem it advisable to spend any large sum to repair the same, and your petitioners have procured an offer for said property at Private sale from Andrew Hajewski of $450.00, with a deposit of $50.00, taxes and other liens or charges to be adjusted to the date of settlement, settlement to be made immediately upon ratification of sale, provided this Court shall authorize the same to be made.

Ef

3. Your petitioners believe said offer should be accepted in view of the extremely bad condition of said property, they are certain they could not dispose of the same more advantageously at public sale, considering the costs of advertising, auctioneer, etc., and they request that they be authorized to sell said property at Private Sale unto Andrew Hajewski, for the sum of $450.00, upon the terms and conditions above stated.

4. Said property is particularly described as follows:

Beginning for the same on the northwestern side of Belle Grove Road, where the northwestern side of said road is intersected by a line drawn parallel to and fifteen feet westward from the easternmost outline of the whole tract, and running thence bounding on said line so drawn, north ten degrees east fifty feet, thence leaving said line and running parallel to the northwestern side of Belle Grove Road, south seventy-four degrees eighteen minutes west fifty feet, thence parallel to the first line hereof, south ten degrees west fifty feet to the northwestern side of Belle Grove Road, and thence bounding thereon north seventy-four degrees eighteen minutes east fifty feet to the place of beginning.

Said description being in accordance with a survey made by Thomas H. Disney and Company. 5. Attached hereto as part hereof is a certification by two real estate experts of the City of Baltimore, as to the value of said property and the reasonableness of said offer.

Wherefore they pray that an appropriate order may be passed herein authorizing such sale as hereinbefore set forth.

And as in duty, etc.

Edward L. Ward
Counsel for Receivers.

Paul R. Hassencamp
Paul M. Higinbothom
Receivers.

Sworn to before me this 8th day of June, 1939, by Paul R. Hassencamp and Paul M.

Higinbothom, Receivers.

(Notarial Seal) Gordon S. Duvall

Notary Public.

We, the undersigned, real estate dealers, hereby certify that we have examined the property mentioned in this petition, and considering its present condition, certify that the sum of $450.00 in our opinion is all the same is reasonably worth, more than could be procured at a public sale, and in our opinion, such offer is fair and reasonable and should be accepted.

William E. Ferguson

James S. Gosnell

Upon the foregoing petition and certification, it is this 8 day of June, 1939, by the Circuit Court No. 2 of Baltimore City, Ordered, that Paul R. Hassencamp and Paul M. Higinbothom, Receivers be and they are hereby authorized to sell at Private Sale unto Walter Hajewski, the fee simple lot of ground located on the northwest side of the Belle Grove Road, in Anne Arundel County, Maryland, particularly described herein, for the sum of $450.00, with a deposit of $50.00, all taxes and other liens or charges to be adjusted to the date of settlement, settlement to be made immediately upon ratification of sale, and said Receivers shall report said sale to this Court for ratification.

Rowland K. Adams, Judge.

To The Honorable, The Judge of Said Court:

The Report of Private Sale made by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, respectfully shows unto your Honor:

1. That in pursuance of the authority contained in an order of this Court dated June 8, 1939, your Receivers report they have sold at Private Sale unto Andrew Hajewski, the fee simple lot of ground located on the northwest side of the Belle Grove Road, Anne Arundel County, Maryland, hereinafter more particularly described, for the sum of $450.00, with a deposit of $50, taxes and other liens or charges to be adjusted to the date of settlement, settlement to be made upon ratification of this sale.

2. Said property is particularly described as follows:

Beginning for the same on the northwestern side of Belle Grove Road, where the northwestern side of said road is intersected by a line drawn parallel to and fifteen feet westward from the easternmost outline of the whole tract, and running thence bounding on said line so drawn, north ten degrees east fifty feet, thence leaving said line and running parallel to the northwestern side of Belle Grove Road, south seventy-four degrees eighteen minutes west fifty ~~fifty~~-feet, thence parallel to the first line hereof, south ten degrees west fifty feet to the northwestern side of Belle Grove Road, and thence bounding thereon north seventy-four degrees eighteen minutes east fifty feet to the place of beginning.

Said description being in accordance with a survey made by Thomas H. Disney and Company.

3. They further report that said sale was bona fide and fairly made, in their opinion the highest price obtainable for said property has been procured, and said sale should be ratified by this Court in due course.

Respectfully submitted.

Edward L. Ward

Counsel for Receivers.

Paul R. Hassencamp

Paul M. Higinbothom

Receivers.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 8 day of June, 1939, before me, the subscriber, a Nota-

ry Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Paul R. Hassencamp and Paul M. Higinbothom, Receivers of First Polish-American Building Association "Sobieski," a corporation, and made oath in due form of law that said sale was bona fide and fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) Gordon S. Duvall
Notary Public.

Ordered, That the private sale of the property mentioned in these proceedings, made to Andrew Hajewski and reported by Paul R. Hassencamp and Paul M. Higinbothom Receivers, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of July, 1939; 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 3rd day of July, 1939.

The report states the amount of private sale to be $450.00.

Rowland K. Adams, Clerk.

Baltimore, June 23, 1939.

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court No. 2 of Baltimore City, Case of Sofia Bizon, et al. vs. First Polish American B. A. etc., was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 3rd day of July, 1939.

First insertion June 9th, 1939.

The Daily Record
Per Arthur M. Stevensen, 3rd.

In the Circuit Court No. 2 of Baltimore City. July term, 1939

Ordered by the Circuit Court No. 2 of Baltimore City, this 11th day of July, 1939, 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 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.

Rowland K. Adams.

State of Maryland, City of Baltimore, SS:

I, Charles A. McNabb, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above are true copies of the original Receivers Petition & Order of Court, signed the 8th day of June 1939, Receiver's Report of Private Sale, filed the 8th day of June 1939 Ratified Nisi Order filed the 8th day of June 1939, Certificate of Publication filed 11th day of July 1939, Final Order ratifying and confirming sale, signed the 11th day of July 1939. now on file in this office in the cause therein

In Testimony Whereof, I hereto set my hand and affix the seal of said Circuit Court No. 2, this 17 day of July, A. D. 1939.

(Corporate) Charles A. McNabb,
(Seal) Clerk.

Ex Parte	:	No. 7865 Equity
In The Matter of Adoption of Robert	:	In The Circuit Court for
Paul Parker Drayne, An Infant	:	Anne Arundel County.

Petition, Consent, Decree -- Filed 1st. Aug. 1939

To The Honorable, The Judge of Said Court:-

The petition of Henry C. Bowden and Viola J. Bowden, his wife, respectfully represents unto Your Honor:

1. That your petitioners are, and have been for several years, residents of Brooklyn Park, Anne Arundel County, Maryland; that on January 30th, 1934 Robert Paul Parker Drayne was born at Franklin Square Hospital in Baltimore City to Viola J. Parker, then unmarried, now Viola J. Bowden, one of your petitioners; that your petitioner, the said Viola J. Bowden, immediately after the birth of the said Robert Paul Parker Drayne, made her home with her parents at Brooklyn Park, Anne Arundel County, Maryland; that your petitioner, the said Viola J. Bowden married your petitioner, Henry C. Bowden on the twenty-seventh of September, 1934 and moved to her present address with her husband and her child, the said Robert Paul Parker Drayne; that the said Henry C. Bowden and Viola J. Bowden, your petitioners, have since cared for and reared the said infant as their son and have always shown love and affection for him.

2. That your petitioner, the said Viola J. Bowden, the mother of said infant, Robert Paul Parker Drayne, has arranged for and consented to the adoption of said infant by your petitioners, as is shown by her consent attached hereto.

3. That your petitioners are desirous of adopting said infant and are possessed of means enabling them to properly maintain and rear said infant; that your petitioners believe and aver that the said adoption will be for the best interest and welfare of said infant.

4. That your petitioners desire that the name of the said infant be changed from Robert Paul Parker Drayne to Robert Paul Bowden; that the said Viola J. Bowden consents to the said change of name.

Wherefore your petitioners respectfully pray that this Honorable Court pass a decree declaring the said Robert Paul Parker Drayne to be the adopted child of your petitioners and changing his name from Robert Paul Parker Drayne to Robert Paul Bowden.

And as in duty bound, etc.

Henry C. Bowden
Viola J. Bowden
Petitioners

Joseph A. Watson
Solicitor for Petitioners

City of Baltimore, State of Maryland, SS:

This is to certify that on this first day of August 1939, before me, a Notary Public of the State of Maryland in and for the City of Baltimore, aforesaid, personally appeared Henry C. Bowden and Viola J. Bowden, petitioners named in the aforegoing petition, and made oath in due form of law that the matter and facts set forth in the said petition are true and bona fide as therein stated, to the best of their knowledge and belief.

In witness whereof I have set my hand and notarial seal this first day of August, 1939.

(Notarial seal) Helen T. Schafer
Notary Public.

CONSENT

I, Viola J. Bowden, mother and next of kin of said infant, hereby consent and approve of the passing of a decree by the Circuit Court for Anne Arundel County in the above entitled cause

declaring Robert Paul Parker Drayne to be the adopted child of Henry C. Bowden and Viola J. Bowden his wife, and that the name of said infant be changed from Robert Paul Parker Drayne to Robert Paul Bowden.

Viola J. Bowden

DECREE

The above entitled cause, being ready for decree , and being submitted, the Petition and all other proceedings were by the Court read and considered.

It is thereupon, on this 1st day of August 1939, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the infant, Robert Paul Parker Drayne mentioned in these proceedings be and he is hereby decreed to be the legally adopted child of Henry C. Bowden and Viola J. Bowden, his wife, as prayed in the said Petition.

And it is further ADJUDGED, ORDERED AND DECREED, that the name of said infant be and it is hereby changed from Robert Paul Parker Drayne to Robert Paul Bowden and that the petitioners pay the costs of the proceedings to be taxed by the Clerk.

Ridgely P. Melvin

Judge.