

In The Matter of The Sale of the Mort-	:	No 7862 Equity
gaged Real Estate of William G. Williams and	:	In The Circuit Court for
Mary Louise Williams, His Wife.	:	Anne Arundel County

Mr. Clerk: Please docket this suit.

Marvin I. Anderson, Assignee.

Mortgage -- Filed July 28th., 1939.

This Mortgage, Made this 25th day of February in the year nineteen hundred and twenty eight by William G. Williams and Mary Louise Williams, his wife, of the City of Washington, in the District of Columbia, of the first part and Elizabeth V. Williams of the City of Annapolis, Anne Arundel County, in the State of Maryland, of the second part, Witnesseth:

Whereas the said parties of the first part are justly and bona fide indebted unto the said Elizabeth V. Williams in the full and just sum of Twenty-seven hundred dollars, which has been applied as the balance of the purchase money for the hereinafter described property and for the proper payment whereof three years after date the said parties of the first part have passed to the said Elizabeth V. Williams their joint promissory note of even date herewith for the payment of the sum of Twenty-seven hundred dollars, as also their six other joint promissory notes of even date herewith each for the payment of the sum of eighty-one dollars and being for the semi-annual interest on said principal sum reserved.

And Whereas the execution of these presents to secure the payment of the aforesaid notes was a condition precedent to said indebtedness.

Now this Mortgage Witnesseth that in consideration of the premises and of the sum of One dollar the said William G. Williams and Mary Louise Williams, his wife, have bargained and sold and by these presents do grant and convey unto the said Elizabeth V. Williams, her heirs and assigns, in fee simple; All that tract, part of a tract, piece or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County aforesaid, containing thirty seven and eight tenths (37 8/10) acres of land, more or less, and being the same property which was conveyed to the said William G. Williams by Elizabeth V. Williams by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County prior to the recording of this mortgage.

Together with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtenances and advantage, 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 Elizabeth V. Williams 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 Twenty seven hundred Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said parties of the first part 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 Elizabeth V. Williams 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.

And the said parties of the first part for themselves and for their personal representatives and assigns, do further covenant to insure and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee her personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty seven hundred Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee 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:
J, Ezra Trott

William G. Williams (Seal)
Mary Louise Williams (Seal)

District of Columbia, City of Washington Sct:

I Hereby Certify, that on this 25th day of February in the year nineteen hundred and twenty-nine before me, the subscriber a Notary Public of the District and City aforesaid personally appeared William G. Williams and Mary Louise Williams, his wife, the Mortgagors named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their act.

Witness my hand and seal Notarial,

(Notarial Seal)

J. Ezra Trott
Notary Public.

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this twenty seventh day of February 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 Elizabeth V. Williams and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as there in set forth.

Witness my hand and seal Notarial,

(Notarial Seal)

F. Wilhelmina Pettebone
Notary Public.

For Value Received, I hereby assign the within mortgage to Marvin I. Anderson for purpose of foreclosure.

As Witness my hand and seal, this 27th day of July, 1939.

Test: Lucille H. Musterman

Elizabeth V. Williams (Seal)

Received for Record 28 day of July 1939, at 11 o'clock A. M. and the same day recorded in Liber F. S. R. No 43, Fol. 345, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Bond -- Filed and Approved July 28th., 1939

Know All Men By These Presents:

That we, Marvin I. Anderson, as Principal of Annapolis, Maryland and Caroline G. Williams and Elizabeth V. D. Williams as sureties, 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 28th day of July 1939.

Whereas the above bounden Marvin I. Anderson, by virtue of the power contained in a mortgage from William G. Williams and Mary Louise Williams, his wife, to Elizabeth V. Williams, bearing date the 25th day of February, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 43, folio 343, and duly assigned to the said Marvin I. Anderson, 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 Marvin I. Anderson

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgage 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
Lucille H. Musterman

Marvin I. Anderson (Seal)
Caroline G. Williams (Seal)
Elizabeth V. Williams (Seal)

Statement of Mortgage Claim --Filed July 28th. 1939.

July 27, 1939

In The Matter of the Sale of the Mortgage Real Estate of William G. Williams and Wife

Principle of Mortgage		\$2700.00
Int. from 2/25/28 to 7/27/39		<u>1851.30</u>
		\$4551.30
Taxes 1937	\$44.65	
" 1938	38.27	
" 1939	<u>38.75</u>	
	\$121.67	<u>121.67</u>
		\$4672.97

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 7th day of October, 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 she acknowledged the foregoing Statement of Mortgage claim to be correct.

As Witness my hand and seal Notarial.

(Notarial Seal) Lucille H. Musterman
Notary Public.

Report of Sale and Order Nisi -- Filed Aug. 29th., 1939

To the Honorable, the Judges of said Court:

The Report of Sale of Marvin I. Anderson, the Assignee for the purpose of foreclosure, respectfully shows:

That after giving bond with security for the faithful discharge of his duties under the power of sale contained in the said mortgage, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale and by a sign set up on the premises, he did pursuant to said notice, attend at the Court House door, in the City of Annapolis on Tuesday, August 29th, 1939 at eleven o'clock, A. M. the time and place so advertised, and then and there proceeded to sell said real estate, being all that tract of land, situate, lying and being in the Second Election District of Anne Arundel County, containing 37.8 acres of land, more or less, improved by a six-room, frame shingle house, tobacco barn, stable and pump, to Elizabeth V. D. Williams for the sum of Eighteen Hundred (\$1800.00) Dollars, she being the highest bidder for the said property.

Marvin I. Anderson, Assignee.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 29th day of August, in the year, 1939, before me, the sub-

scriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, the Assignee, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made and for the highest price which he was able to obtain therefor.

As Witness my hand and seal Notarial.

(Notarial Seal) Lucille H. Musterman
Notary Public.

Advertisement of Sale.

Assignee's Sale of valuable improved Real Estate located near Waterbury, Second Election District, Anne Arundel County, Maryland.

By virtue of the power of sale contained in a mortgage from William G. Williams and wife, dated February 25, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 43, folio 343, default having occurred in said mortgage, the undersigned Assignee will sell at public auction at the Court House Door, in the City of Annapolis on Tuesday, August 29th, 1939, at 11 o'clock, A. M., the following described property:

Beginning at a stone on Plat "A" (Said plat being filed in case Boteler vs. Boteler, Equity Record S. H. No. 6, folio 457) marked "C" being the beginning point of the land conveyed by Thomas Carey and wife to Edward J. Boteler, by deed dated April 1, 1856, and running thence, allowing about 2 degrees for the variation of the needle, South 87 degrees 15 minutes East 1914 feet to a stone marked R. A. and W. W 1775, thence North 70 degrees East 1117.6 feet to the centre of a private road leading to Waterbury, thence along the center of the said private road the three following courses South 19 degrees 30 minutes East 198 feet, South 2 degrees 30 minutes West 99 feet, South 29 degrees 45 minutes West 231 feet, thence leaving the centre of the said private road and running South 77 degrees 15 minutes West 880 feet to the place of beginning. Containing 37.8 acres more or less.

Being the same property which was conveyed to William G. Williams, by Elizabeth V. Williams single, by deed dated February, 19, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 43, folio 342.

Improved by a six-room, frame shingle house, tobacco barn, stable and pump.
Terms of Sale: A deposit of \$500 will be required of the purchaser on the day of sale; deferred payment to bear interest from day of sale and to be paid in cash on ratification of sale and delivery of deed. Taxes to be adjusted to day of sale.

For further particulars inquire of
William H. Moss & Co.
Auctioneers.

Marvin I. Anderson,
Assignee.

I hereby certify that I have this 29th day of August, 1939, sold the property described in the within advertisement at and for the sum of \$1800.00, to Elizabeth V. D. Williams, she being then and there the highest bidder and I further certify that the sale was fairly made.

William H. Moss & Company
By Thomas O. Gott, Auctioneer.

I hereby certify that I have this 29th day of August, 1939, purchased from Marvin I. Anderson, Assignee, the property described as aforesaid, at and for the sum of \$1800.00, and thereby agree to comply with the terms of sale.

Witness my hand and seal.
Witness: Lucille H. Musterman

Elizabeth V. D. Williams (Seal)

Ordered, this 29th day of August, 1939, That the sale of the property mentioned in these proceedings made and reported by Marvin I. Anderson, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof 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.

The report states that the amount of sales to be \$1800.00.

John H. Hopkins, 3rd., Clk.

Certificate of Publication Annapolis, Md., October 2, 1939.

We hereby certify, that the annexed Order Nisi - Sale - Wm. G. Williams & wife No. 7862 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 30th day of September, 1939. The first insertion being made the 31st day of August, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered By The Court, This 9th day of October, 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, Judge.

Auditor's Report and Account -- Filed October 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 William G. Williams and Wife in ac. with Marvin I. Anderson, Assignee.

To Assignee for fee	\$ 50.00	\$
To Assignee for commissions	<u>87.00</u>	137.00

To Assignee for Court costs, viz:

Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	12.50	
Auditor	<u>9.00</u>	31.50

To Assignee for Expenses, viz:

Capital-Gazette Press - advertising sale order nisi on	24.75	
Capital-Gazette Press - report of sale Order nisi on	5.00	
Capital-Gazette Press - auditor's acct.	5.00	
Clerk of Court - recording assignment	.75	
Wm. H. Moss & Co. auctioneer's fee	6.00	
Lucille H. Musterman - notary fees	1.00	
One-half Federal revenue stamps	1.00	
One-half State revenue stamps	<u>.90</u>	44.40

Amount brought forward	\$	\$ 212.90
To Assignee for Taxes, viz:		
1937 State and County taxes	44.65	
1938 State and County taxes	38.27	
1939 State and County taxes (\$38.75-adj)	<u>25.83</u>	108.75

To Elizabeth V. Williams, mortgagee -		
on account of mortgage claim		<u>1,478.35</u>
		<u>\$1,800.00</u>

Amount of mortgage claim filed	\$4,551.30
Cr. Amount allowed as above	<u>1,478.35</u>
Balance subject to decree in personam	\$3,072.95

Cr. Aug. 29, 1939	Proceeds of Sale	<u>\$1,800.00</u>
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ORDER NISI

Ordered, This 9th 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 10th., 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 10th., day of November next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Nov. 13, 1939

We hereby certify, that the annexed Order Nisi - Aud. Acct. - William G. Williams 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 November, 1939. The first insertion being made the 12th. day of October, 1939.

The Capital-Gazette Press, Inc.

By Lillie L. French.

In the Circuit Court for Anne Arundel County.

Ordered by the Court, this 14 day of November, 1939 that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the 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. 7869 Equity.
Mortgaged Real Estate of Robert E.	:	In The Circuit Court for
Pielert and Nellie T. Pielert, his wife.	:	Anne Arundel County.

Mr. Clerk:

Please docket the within foreclosure and file the within original mortgage.

J. Oliver Clark, Assignee.

Mortgage -- Filed 8", August, 1939. 18 C 287

This Mortgage, made this 26th day of February, in the year Nineteen Hundred and Thirty four, by and between Robert E. Pielert and Nellie T. Pielert, 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 iss/ are justly indebted unto the said Mortgagee in the full sum of nine hundred eighty and 52/100 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 nine hundred eighty and 52/100 Dollars, with interest to accrue thereon at the rate of 6 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 \$8.28 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 \$4.91 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 \$9.57 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 Third Election District of Anne Arundel County, Maryland, which are known as Lots Nos. 13, 14, 15, 16, 17, 18, 19, 28, 29, 30, 31, 32, 33, 34 in Block "AA" 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.

Being the exact same property conveyed to the said Robert E. Pielert and Nellie T. Pielert his wife, by deed from The Holloway Company dated March 14, 1929, and recorded among the aforesaid Land Records in Liber F. S. R. No. 51, folio 330.

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 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 Corpora-

tion, 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~~ 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 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:

Lucy F. Loskosky

Robert E. Pielert (Seal)

Nellie T. Pielert (Seal)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 26th day of February, in the year Nineteen Hundred and Thirty four, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Robert E. Pielert & Nellie T. Pielert, his wife the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared 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)

Lucy F. Loskosky

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 _ st day of August, 1939.

Witness:

Edith T. Affayroux

(Corporate Seal)

Chas. B. Lyddane

Regional Treasurer.

Received for Record 8th day of Aug. 1939, at 12:00 o'clock P. M. and the same day recorded in Liber J. H. H., No. 120, Fol. 274, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Bond -- Filed and Approved Aug. 25th., 1939.

Know All Men By These Presents:

That we, J. Oliver Clark 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 and 00/100 (\$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 21st day of August 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 Robert E. Pielert and Nellie T. Pielert, his wife to Home Owners' Loan Corporation bearing date the 26th day of February, 1934 and recorded among the mortgage records of Anne Arundel County, Maryland in Liber F. S. R. No. 120 Folio 266 and duly assigned of record 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

Fidelity and Deposit Company of Maryland

Margaret M. Nayden

By H. L. Jenness,

As to Surety:

Attorney-in-fact.

By I. Grant.

Statement of Mortgage Debt -- Filed Aug. 25th 1939

Statement of Mortgage Claim of Home Owners' Loan Corporation under the mortgage (Filed in the above entitled case) from the defendants above captioned;

18-26-C-287

4 F-M

Date of Loan		2-26-34
Original Amount of Loan		\$980.52
Advanced for Insurance		13.75
Advanced for 1938-39 Taxes		<u>35.57</u>
Total of Original Loan and Advances		1,029.84
Applied to Principal		<u>111.99</u>
Principal Balance Due		917.85
Unpaid Interest due as of 1-18-39 to 8-25-39		<u>32.27</u>
TOTAL AMOUNT DUE 8-25-39		\$950.12

Lewis N. Bayer
Deputy for the Regional Accountant

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 23rd day of August 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 Lewis N. Bayne Deputy for the Regional Accountant of the Home Owners' Loan Corporation, the plaintiff in the above entitled cause, and made oath that the foregoing 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.

Assignee's Report of Sale -- Filed Aug. 30", 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 as follows:

(1). That under and by virtue of the power of sale contained in a mortgage from Robert E. Pielert and Nellie T. Pielert, his wife, dated the 26th day of February, 1934, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 120 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, August 25th, 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 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 in the} Third Election District of Anne Arundel County, Maryland, which are known as Lots Nos. 13, 14, 15, 16, 17, 18, 19, 28, 29, 30, 31, 32, 33, 34, in Block "AA" 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.

Being the exact same property conveyed to the said Robert E. Pielert and Nellie T. Pielert, his wife, by deed from The Holloway Company dated March 14, 1929, and recorded among the aforesaid Land Records in Liber F. S. R. No. 51 folio 330.

Improvements consist of one story frame shingled dwelling, containing five 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 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 29th day of August, 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 foregoing 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 30th day of August, 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 30th day of September, 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 30th day of September, 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., October 2, 1939

We hereby certify, that the annexed Order Nisi - Sale - Pielert #7869 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 30th day of September, 1939. The first insertion being made the 31st day of August, 1939.

The Capital-Gazette Press, Inc.,

By H. L. Strange.

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 3rd day of October 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 Oct. 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 Robert E. Pielert and Wife in ac. with J. Oliver Clark, Assignee.

To Assignee for fee in lieu of commission \$ 50.00

To Assignee for Court costs:

Clerk of Court - costs	24.75	
Auditor	<u>9.00</u>	33.75

To Assignee for Expenses, viz:

Capital-Gazette Press - advertising sale	18.00	
Capital-Gazette Press - handbills	4.75	
Capital-Gazette Press - report of sale	5.00	
Capital-Gazette Press - 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	.50	
One-half State revenue stamp	<u>.45</u>	54.20

To Assignee for Taxes, viz:

1939 State and County taxes (\$17.28)	11.28
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To Home Owners' Loan Corporation, Mortgagee,
on account mortgage claim

<u>750.77</u>
<u>\$900.00</u>

Amount of mortgage claim filed \$950.12

Less 1939 State and County taxes	<u>17.28</u>
	\$932.84

Cr. Amount allowed as above	<u>750.77</u>
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Balance subject to decree in pers- \$182.07

That it admits the allegations in said Bill of Complaint and consents to the passage of an immediate Decree.

R. Tilghman Brice, lll,
Solicitor for the Defendant.

The Farmers National Bank of Annapolis
By: Carey L. Meredith, President.

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 21st day of August, 1939, that R. Tilghman Brice, lll, be and he is hereby appointed Substitute Trustee in the place and stead of the said James M. Munroe, Trustee, in the said Deed of Trust from Raymond L. Moss to the said James M. Munroe, Trustee, with all the duties and powers of the said James M. Munroe, Trustee, in the said Deed of Trust.

The cost of these proceedings to be paid by the Defendant.

Ridgely P. Melvin, Judge.

Certified Copies of Papers in the Case of
Ex Parte First Mortgage Bond Homestead Association, Inc. Pertaining to Sales of Property in Anne Arundel County, Md. : No. 7883 Equity
Ex Parte
In The Matter of The First Mortgage : In the Circuit County for
Bond Homestead Association, Inc., a body : Anne Arundel County.
corporate. In The Circuit Court of Baltimore City.

BILL OF COMPLAINT -- Filed 8" February 1936

To The Honorable, The Judge of said Court:

Your orator complaining says:

(1) That the First Mortgage Bond Homestead Association, Inc., a body corporate, was organized under the general corporation laws of the State of Maryland, and subsequently by Chapter 242 of the Acts of the General Assembly of Maryland passed at the session of 1910, the powers of said Association were confirmed and enlarged; that subsequently Receivers for said Association were appointed and a Trustee substituted for said Association; that the matters and facts relating to said appointments were recited in a petition, filed in Sherwood, et al., Receivers vs. First Mortgage Homestead Association, Inc., in the Circuit Court No. 2 of Baltimore City, Docket 41-A, folio 275, No. -18576-A, a copy of which is filed herewith as part hereof, and marked "Association's Exhibit No. 1".

(2) That upon the petition of bondholders and free-shareholders the Circuit Court No2 of Baltimore City passed a decree discharging the Receivers, vacating the Substituted Trusteeship proceedings, and restoring the property and affairs of the Association to its officers; that a copy of said decree is filed herewith as part hereof and marked "Association's Exhibit No. 2".

(3) That the dismissal of the Receivership proceedings and the termination of the Substituted Trusteeship were preceded by and predicated upon an agreement entered into by the bondholders, free-shareholders and instalment bond contract owners of said Association; that a copy of said agreement is filed herewith as part hereof and marked "Association's Exhibit No. 3."

(4) That said agreement authorized and directed said Association "to liquidate in an orderly manner the assets of the First Mortgage Bond Homestead Association in accordance with the plan of distribution herein provided".

(5) That the Association took mortgages as Trustee and then sold bonds secured by said mortgage of which mortgage the Association was Trustee; that by the plan under which the Association operated, the mortgagors paid to the Association in weekly instalments the interest, principal and expenses and by the agreements providing for said plan, these payments were received by the Association as representative of the mortgagor; that the plan provided for the issuance of interest bearing bonds by the Association as Trustee, to the amount of the principal of said mortgage and the said bonds provided that the holder of said bonds should look to the Association for ultimate payment; that under said plan the mortgagors paid in on account of principal, interest and expenses sums which were retained by the Association as Trustee; that a copy of the application for the said mortgages, a copy of the mortgage to said Association as Trustee, and a copy of the mortgage bonds issued by the Association as Trustee, are filed herewith as part hereof, and marked "Association's Exhibits Nos. 4, 5 and 6" respectively; that the Association had free-shareholders whose moneys were paid in and held as the funds of the ordinary and customary share money of building and loan associations; that the Association also had moneys received on instalment cash bond accounts which moneys paid to the Association were ultimately to be used for the purchase of bonds, but in the meantime these were creditors' accounts; that in addition to the above the Association had among its assets, building and loan plan mortgages, straight mortgages, contracts of sale, collateral loans and also properties that had been bought in under foreclosure proceedings and had been taken over in satisfaction of mortgages; that a statement showing the assets, outstanding bonds, free-shares, instalment cash bond accounts of the Association about the time of the dismissal of the receivership proceedings, is filed herewith as part hereof and marked "Association's Exhibit No. 7".

(6) That the Association proceeded to discharge its duties under the trust created by the aforesaid agreement heretofore filed herein as part hereof as Association's Exhibit No. 3 and undertook to liquidate said Association under and according to the provisions of said agreement; that the Association had over 100 bond-holders and the Directors believing that by buying and cancelling the bonds of those holding bonds of small amounts that the problems of the Association and of liquidation would be simplified, adopted and proceeded to carry out a plan of using the available funds of the Association, in retiring the small holdings and in purchasing the bonds of dissenting bondholders; that this plan reduced the number of bondholders from over 100 to 51 and the outstanding bonds from over \$200,000 to less than \$156,000; that under said agreement filed herewith as part hereof and hereinbefore referred to as Association's Exhibit No. 3, the face value of the bonds was reduced by 50 per cent. and the claims of the free-shareholders and instalment cash bond contracts to one-third of their face value; that the bond and free-share accounts and instalment cash bond accounts reduced as aforesaid are shown on the condensed balance sheet as of October 31, 1935, filed herewith as part hereof and marked "Association's Exhibit No. 8"; that in said account the outstanding bonds as reduced total \$77,689.72 and the free-share and instalment cash bond aggregate \$41,538.41; that the assets of the Association have been appraised by an experienced and competent real estate broker and this appraisal used in the statement filed as Association's Exhibit No. 8, shows that if the affairs of the Association be liquidated that the bond-holders have reason to expect ultimately to receive one-half of the face value of their bonds and the other claimants and creditors one-third of the face value of their claims.

(7) That the Association proceeding under the agreement filed herewith as Association's Exhibit No. 3 agreed to dispose of assets of the Association but found that holders of bonds on said properties would not release the lien of their bonds on the particular property although said holders had agreed to do so under said agreement filed herewith as Association's Exhibit No.3; that the Association in some cases filed proceedings to have the bondholders concerned, to carry out said agreement; that certain bondholders who had not signed the agreement filed as Association's Exhibit No. 3, filed suits at law, or in equity against the Association and the Association was required to compromise or settle said suits; that recently, to wit, on January 7, 1936, the Association sent to each bondholder a notice and statement, a copy of which is filed herewith as part hereof, marked "Association's Exhibit No. 9"; that a meeting was held as warned in said Exhibit No. 9, and at said meeting the assets and liabilities of the Association and the prospects of the bondholders, free-shareholders and creditors of the Association explained in details; that another meeting of which all bondholders and creditors were given notice was held on January 22, 1936; that the plan proposed to the bondholders was conditioned upon acceptance by all the bondholders; that all of the bondholders failed to agree to said proposal.

(8) That the Association prays that this Honorable Court assume jurisdiction of the trust created under the agreement entered into under Association's Exhibit No. 3 and that the Court supervise and direct the administration by said Association of its trusts under said agreement and of its trusts under the mortgages referred to and comprised in the assets and property referred to in said agreement.

TO THE END THEREFORE:

(1) That the Court may assume jurisdiction of the trust created under the liquidation agreement filed herewith as Association's Exhibit No. 3 and of the trusts under said mortgages referred to in said agreement.

(2) That your orator may have such other relief as its case may require and your Honor may deem necessary and proper.

And your Complainant will ever pray, etc.

Richard D. Biggs
William Milnes Maloy
Solicitors for Complainant.

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify, That on this 7th day of February, 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Harry B. Gorrell, President of the First Mortgage Bond Homestead Association, a body corporate, 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 his knowledge, information and belief; and further that he is the President and Agent of said Association and as such authorized and empowered to make this affidavit for, on behalf of and in the name of said Association.

As Witness my hand and Notarial Seal.

(Notarial Seal) Isaiah D. Clawson
Notary Public.

ORDER

Ordered this 8th day of February, 1936, by the Circuit Court of Baltimore City, that this Court assume jurisdiction of the trust created under the agreement dated April 15, 1934, enter

ed into by the bondholders, free-shareholders and instalment cash bond contracts of the First Mortgage Bond Homestead Association and under the mortgages referred to in said agreement, and that the administration and execution of trust created by the said agreement of April 15, 1934 and of the trusts under taken by said Association under the mortgages referred to in said agreement shall be under the jurisdiction, supervision and direction of this Court;

And it is further Ordered that the First Mortgage Bond Homestead Association give a bond in the penalty of Twenty-five thousand dollars (\$25,000.) with corporate surety, to be approved by the Clerk of this Court, conditioned upon the faithful performance by said Association, of its duties as Trustee under said agreement and said mortgages.

Eli Frank.

Bill of Complaint -- Filed 26th March, 1936
To The Honorable, The Judge of Said Court:

The bill of complaint of Fred M. Supplee, respectfully shows:

(1) That heretofore the First Mortgage Bond Homestead Association, Inc., filed its petition in these proceedings, praying this Honorable Court to assume jurisdiction of the (a) trust created by an agreement between the bondholders referred to therein and (b) of the ^{Trust} under the mortgages referred to therein; that on said petition this Court passed its order dated the 8th day of February 1936, assuming jurisdiction of the administration of said trust and requiring the said Association to file its approved bond in the penalty of Twenty-five Thousand (\$25,000.00) Dollars conditioned upon the faithful discharge of its duties under said trusts; that ever since said date, the officers of said Association have been endeavoring to obtain a bond as required by said order but the surety companies without exception have declined to bond the Association, as a corporation for the performance of its duties as a corporate trustee; that the proceedings in which this bill is now filed, contain exhibits and documents which with the petition in said proceedings are hereby made a part hereof as fully as if incorporated verbatim herein; that the Plaintiff is a bondholder and creditor of said Association to the amount of \$2500.00.

(2) That the First Mortgage Bond Homestead Association, Inc., is a body corporate, organized under the laws of the State of Maryland; that it has outstanding in free-shares, hypothecations, and in deposits representing moneys placed with the Association by persons who ultimately intended to have said funds applied to the purchase of bonds, the sum of \$124,715.20; that the Association is the Trustee under mortgages to the amount of \$169,379.44, said bonds originally were all secured by mortgages on real estate but by reason of foreclosures, the sale of the properties without the bonds being paid or released, bonds of a face value of \$30,000. are without liens on real property; that the Defendant corporation was a successful enterprise but because of a tragic event which resulted in the death of the President and of the Treasurer, the Association suffered runs and withdrawals which exhausted its liquid assets and sacrificed its real estate and mortgage holdings, so that it was necessary to have appointed a receiver for the corporation and the substitution of a trustee under the mortgages of which the Association was trustee; that under the receivership and substituted trusteeship proceedings, there developed difficulties and controversies between the bondholders and the mortgagors, between the bondholders and free-share-holders that prevented progress in liquidation under the receivership; that because of the conditions and situations under the receivership and substituted trusteeship, the bondholders and free-share-holders took counsel, entered into an agreement that settled the controversies and difficulties and on a petition filed by them the receivership was terminated, the substituted trusteeship vacated,

and the affairs of the corporation restored to its officers; that the agreement between the bondholders and the free-share-holders is filed in these proceedings.

(3) That the Association undertook to liquidate as provided in said agreement but found that when properties were to be disposed of that those bondholders who were parties to the agreement, refused or failed to present their bonds and release their liens of record; that as a result some of these bonds had to be paid in full or a sum paid in settlement that exceeded what other bondholders would finally receive; that a meeting of the bondholders was called by the officers and a plan for gradual liquidation presented and while agreed to by a majority of the bondholders failed to secure unanimous approval; that the Association then filed in these proceedings a petition praying the Court to assume jurisdiction of the administration of the trusts under the aforesaid mortgages securing the bonds and of the trust under the aforesaid agreement between, among and by the bondholders, the free-share holders and instalment cash bond claimants; however, it has developed that some of the bondholders will refuse and have refused to release their liens on particular properties as they had agreed to do under the aforesaid agreement.

(4) That the Association has outstanding bonds of a face value of \$155,379.44, free-shares and instalment cash bond contracts of a face value of \$124,715.20; that on this basis the Association would be unable to pay claims in full but, however, under the aforesaid agreement, the bondholders have agreed to reduce the value of their bonds to half of the face values and the other claimants to one-third of the face value; that should the liquidation be executed under the aforesaid agreement the assets at appraised value the bonds and claims may be paid as agreed upon; however, as certain bondholders have refused to abide by their agreement it is necessary to invoke the jurisdiction of this Court.

(5) That the Plaintiff alleges that the Association has ceased to conduct business, has resolved to liquidate and is in process of winding up that while its assets are less than its liabilities in face value, yet the claimants have agreed among themselves to reduce their claims so that the assets at appraised values exceed the amount of the conditionally reduced claims; that certain of the claimants who are parties to the agreement have refused to carry out their promises made in said agreement; that the Association is not able to proceed with liquidation either under or out of said agreement without the aid of this Court; that the Plaintiff alleges that he and the other bondholders and the free-share holders and other creditors of said Association will suffer irreparable loss and injury unless this Honorable Court assume jurisdiction of the affairs of the Association, appoint a Receiver for said Association authorized and empowered to collect and dispose of the assets under the jurisdiction of this Court and to distribute the proceeds thereof either according to the provisions of the aforesaid agreement or as may be determined by the Court to be right and proper.

TO THE END, THEREFORE:

(1) That a Receiver be appointed for the Defendant corporation.

(2) That said Receiver be authorized, empowered and directed to collect and enforce payment of the debts due said Defendant Association, to dispose of the assets and properties of said Defendant Association under the direction of the Court.

(3) That the proceeds of the sale and disposal of the assets of the Association be brought by the Receiver into Court and the same distributed to those to whom the Court may find may be entitled to the same and in such proportions as the Court may determine.

(4) That the Plaintiff may have such other and further relief as his case may require and your Honor may deem fit and proper.

May it please the Court to grant unto the Plaintiff the Court's writ of subpoena directed to the First Mortgage Bond Homestead Association, at its place of business, 101 Pleasant Street, Baltimore, Maryland, commanding it to be and appear in this Court on some certain day to be named therein, to answer the premises and abide by and perform such decree as may be passed herein.

And as in duty bound, etc.

Richard D. Biggs

Eugene A. Edgett

Solicitors for Plaintiff

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify, That on this 24th day of March, 1936, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Fred M. Supplee, Plaintiff herein and made oath in due form of law that the matters and facts set out in the foregoing Bill of Complaint are true and bona fide as therein stated. As Witness my hand and Notarial Seal.

(Notarial Seal)

Charlotte E. DeBaugh

Notary Public.

ANSWER -Filed 26" March 1936

To The Honorable, The Judge of said Court:

The First Mortgage Bond Homestead Association, Inc., a body corporate, for answer to the bill of complaint filed against it in the above entitled case says:

(1) That it admits the matters and fact alleged in the said bill of complaint and consents to the relief prayed for therein.

(2) That by a resolution passed at a meeting of the Board of Directors of said Association held on March 24, 1936, it was resolved that the Association consent to the appointment of a Receiver and that the President of the Association be authorized and directed to file this answer consenting to the appointment of a Receiver for said Association.

Attest:

First Mortgage Bond Homestead Association
Inc.

Corporate Seal:

By - Harry B. Gorrell, President

Thomas D. Callahan
Secretary.

William M. Maloy,
Sol.

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify, that on this 24th day of March, 1936, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Harry B. Gorrell, President and Agent of the First Mortgage Bond Homestead Association, Inc. and made oath in due form of law that the matters and facts set forth in the foregoing answer are true and bona fide; and further made oath in due form of law that he is the President and Agent of the First Mortgage Bond Homestead Association, Inc. and as such President and Agent authorized and empowered to make this affidavit for, on behalf of and in the name of said corporation.

(Notarial Seal)

John McCullough

Notary Public.

Copy of a Resolution passed at a Meeting of the Board of Directors of the First Mortgage Bond Homestead Association, held on March 24, 1936.

Upon motion duly made, seconded and carried, it was resolved that the Association file an answer consenting to the appointment of a Receiver for said corporation and that the President be authorized, empowered and directed to execute said answer and make affidavit there- to for the corporation, and that the Secretary be authorized, empowered and directed to attach to said answer the corporate seal and to file a copy of this resolution with said answer.

Harry B. Gorrell
President.

(Corporate)
(Seal)

Thomas D. Callahan
Secretary

ORDER -- Filed 26" March 1936

Ordered this 26th day of March, 1936, by the Circuit Court of Baltimore City, upon the foregoing bill of complaint, affidavit and the answer to said bill of complaint, that William M. Maloy be and he is hereby appointed Receiver of the First Mortgage Bond Homestead Association, Inc., a body corporate, organized under the laws of the State of Maryland; and said Receiver be and he is hereby authorized, empowered and directed to collect and to enforce payment of the debts due said Association, to take possession of all moneys, claims, properties, and assets of every kind of said Association, to hold the same and to dispose of the same under the direction and orders of this Court, and to distribute the proceeds thereof to those who may be entitled thereto and in the proportions and amounts that the Court may determine right and proper; and it is further Ordered that before said Receiver proceed to act as said Receiver, that he file his bond in the amount of Fifty (50) Thousand Dollars, with corporate surety, said bond to be conditioned upon the faithful performance of his duties as said Receiver.

Eli Frank

For Receivers Approved Bond, see Bond Book No. 36, Folio 229

Filed 27th March, 1936.

ORDER -- Filed 31" March 1936

Ordered by the Court, this 31st day of March 1936, that William M. Maloy the Receiver in the above cause named, give notice to all persons having claims against First Mortgage Bond Homestead Association, Inc., to file their claims properly authenticated, with the Clerk of the Circuit Court of Baltimore City, on or before the 1st day of June, 1936, by causing a copy of this order to be published in some daily newspaper in the City of Baltimore, once a week for three successive weeks, before the 30th day of April, 1936.

Eli Frank.

Ex Parte in the Matter of First Mortgage
Bond Homestead Association, Inc., A Body Corporate,
Fred M. Supplee, Plaintiff vs. First Mortgage
Bond Homestead Association, Inc., A body Corporate
Defendant.

In The Circuit Court
of
Baltimore City

Petition -- Filed 15" April 1936

To The Honorable, The Judge of said Court:

The petition of William M. Maloy, Receiver in the above entitled cause, respectfully shows:

1. That on the 26th day of March, 1936, your petitioner was appointed receiver in the above entitled cause by an order of this Court which reads as follows:

Ordered, This 26th day of March, 1936, by the Circuit Court of Baltimore City, upon the

aforegoing bill of complaint, affidavit and the answer to said bill of complaint, that William M. Maloy be and he is hereby appointed Receiver of the First Mortgage Bond Homestead Association, Inc., a body corporate, organized under the laws of the State of Maryland; and said Receiver be and he is hereby authorized, empowered and directed to collect and to enforce payment of the debts due said Association, to take possession of all moneys, claims, properties, and assets of every kind of said Association, to hold the same and to dispose of the same under the direction and orders of this Court, and to distribute the proceeds thereof to those who may be entitled thereto and in the proportions and amounts that the Court may determine right and proper; and it is further Ordered that before said Receiver proceed to act as said Receiver, that he file his bond in the amount of Fifty Thousand Dollars (\$50,000.00), with corporate surety, said bond to be conditioned upon the faithful performance of his duties as said Receiver.

11. That upon his qualification as Receiver, your petitioner delivered a certified copy of said order to the Equitable Trust Company, the depositary of said company, and requested it to honor all checks which he issued as receiver incident to the ordinary administration of said estate.

111. That your petitioner has been advised by the said Equitable Trust Company that although he, as receiver, is invested with inherent power and authority to pay the expenses of administration of said estate, a strict interpretation of the aforesaid order would necessitate the obtention of separate orders of Court covering respective disbursements from said account.

1V. That your petitioner is desirous of amending the said order of March 26, 1936, in order to avoid any confusion or conflict with the said Equitable Trust Company so as to authorize and empower him to draw on the said account with Trust Company in the payment of the general expenses of said estate without the previous separate orders of Court therefor.

Wherefore, your petitioner prays the passage of an order of this Court amending its previous order of March 26, 1936, so as to comply with the demands of the Equitable Trust Company.

William M. Maloy, Receiver.

State of Maryland, Baltimore City, To Wit:

I Hereby Certify, That on this 15th day of April, 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal)

Elizabeth J. Cross
Notary Public.

ORDER

Upon the foregoing petition and affidavit, it is this 15th day of April, 1936, by the Circuit Court of Baltimore City,

Ordered, That the order of this Court passed in the above entitled cause on the 26th day of March, 1936, be and the same is hereby amended by striking out that portion of the order which reads as follows:

"To hold the same and to dispose of the same under the direction and order of this Court, and to distribute the proceeds thereof to those who may be entitled thereto and in the pro-

portions and amounts that the Court may determine right and proper"

AND IT IS FURTHER ORDERED, That the order of this Court dated March 26, 1936, be and it is hereby confirmed in all other respects except as hereinabove amended.

Eli Frank, Judge.

Ex Parte

In The Matter of First Mortgage Bond
Homestead Association, Inc., a body corporate,
Fred M. Supplee, Plaintiff, vs.
First Mortgage Bond Homestead Association,
Inc., a body corporate, Defendant,

In The Circuit Court
of Baltimore City

In The Circuit Court
of Baltimore City

Petition -- Filed 18th May 1936

To The Honorable The Judge of Said Court:

The petition of William M. Maloy, Receiver, respectfully represents:

1. That among the assets of the defendant corporation at the time of the appointment of your petitioner as Receiver was a large, unimproved tract of land located in Anne Arundel County Maryland, containing 14 1/10 acres of land, more or less, and including all of Horn Point, Plat "B" and a part of Horn Point, Plat "A", in fee simple, and containing over 26 building lots.

11. That the aforesaid property was originally carried by the defendant corporation as a mortgage from a certain Linwood L. Clark and Linnie Clark, his wife, said mortgage having been dated August 1, 1933, and in the face amount of \$30,162. 12, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 113, folio 258.

111. That on or about the 7th day of September, 1934, a deed was executed and recorded by the said Linwood L. Clark and wife for the property in question to the defendant corporation.

1IV. That previous to your petitioner's appointment as Receiver, said defendant corporation planned to sell the said lots separately rather than as an entirety with the thought that it would derive a better aggregate sale price by this method.

V. That your petitioner has received an offer from William M. Simpson and Bertha M. Simpson, his wife, of \$ 400.00 cash for Lot No. 5, Plat "A" with the understanding that all expenses including taxes be adjusted to the date of settlement, and subject to the usual broker's commission.

VI. That the offer received by your petitioner appears to be a fair one and your petitioner believes that it would be wise and expedient to dispose of the said lot and accept the said offer which has been received in view of the large number of properties owned by the defendant corporation and the difficulty of disposing of their properties at any fair figure in any manner except at private sale.

Wherefore, your petitioner prays this Honorable Court to pass an order authorizing and empowering him to sell the aforesaid property at private sale and for the price and upon the terms herein mentioned unto William M. Simpson and Bertha M. Simpson, his wife, for cash.

William M. Maloy, Petitioner.

State of Maryland, Baltimore City, To Wit:

I Hereby Certify, That on this 12th day of May, 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Petitioner in the above entitled case, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal)

Elizabeth J. Cross
Notary Public.

CERTIFICATE

We, the undersigned, real estate brokers, located in Anne Arundel County, do hereby certify that we have examined Lot No. 5 "Plat A" Horn Point, described in the foregoing petition and in our opinion the price named for said lot is a fair one and all that said property is reasonably worth.

Carey L. Meredith

James H. Murray

ORDER

Upon the foregoing petition, affidavit and certificate, it is this 18th day of May, 1936, by the Circuit Court of Baltimore City,

Ordered, That William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc. be and he is hereby authorized to sell at private sale unto William M. Simpson and Bertha M. Simpson, his wife, at and for the sum of \$400.00 cash, Lot No. 5, Plat A, Horn Point, Anne Arundel County, Maryland, mentioned in said petition, with all expenses upon the property to be adjusted to the date of settlement; and subject to the usual brokers' commission; and

It Is Further Ordered, That said Receiver be and he is hereby authorized to execute a Deed to the said William M. Simpson and Bertha M. Simpson, his wife, upon receipt of the net purchase money; and

It Is Further Ordered, that said Receiver shall report said sale to this Court for ratification thereof.

Eli Frank, Judge.

Ex Parte

In The Matter of First Mortgage Bond Homestead Association, Inc., a body corporate,
Fred M. Supplee, Plaintiff, vs.
First Mortgage Bond Homestead Association, Inc.,
a body corporate, Defendant,

In The Circuit Court
of Baltimore City
In The Circuit Court
of Baltimore City

Petition -- Filed 18th May 1936

To The Honorable, The Judge of Said Court:

The petition of William M. Maloy, Receiver, respectfully represents:

1. That among the assets of the defendant corporation at the time of the appointment of your petitioner as Receiver was a large, unimproved tract of land located in Anne Arundel County, Maryland, containing 14 1/10 acres of land, more or less, and including all of Horn Point, Plat "B" and a part of Horn Point, Plat "A", in fee simple, and containing over 26 building lots.

11. That the aforesaid property was originally carried by the defendant corporation as a mortgage from a certain Linwood L. Clark and Linnie Clark, his wife, said mortgage having been dated August 1, 1933, and in the face amount of \$30,162. 12, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 113, folio 258.

111. That on or about the 7th day of September, 1934, a deed was executed and recorded by the said Linwood L. Clark and wife for the property in question to the defendant corporation.

1V. That previous to your petitioner's appointment as Receiver, said defendant corporation planned to sell the said lots separately rather than as an entirety with the thought that it would derive a better aggregate sale price by this method.

V. That your petitioner has received an offer from William J. Ciccarone and Hilda L. Ciccarone, his wife, of \$400.00 cash for Lot No. 7, Plat "A" with the understanding that all expenses including taxes be adjusted to the date of settlement, and subject to the usual brokers' commission.

VI. That the offer received by your petitioner appears to be a fair one and your petitioner believes that it would be wise and expedient to dispose of the said lot and accept the said offer which has been received in view of the large number of properties owned by the defendant corporation and the difficulty of disposing of their properties at any fair figure in any manner except at private sale.

Wherefore, your petitioner prays this Honorable Court to pass an order authorizing and empowering him to sell the aforesaid property at private sale and for the price and upon the terms herein mentioned unto William J. Ciccarone and Hilda L. Ciccarone, his wife, for cash.

William M. Maloy, Petitioner

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 12th day of May, 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) Elizabeth J. Cross
Notary Public.

Certificate

We, the undersigned, real estate brokers, located in Anne Arundel County, do hereby certify that we have examined Lot No. 7, Plat "A" Horn Point, described in the foregoing petition and in our opinion the price named for said lot is a fair one and all that said property is reasonably worth.

Carey L. Meredith
James H. Murray

ORDER

Upon the foregoing petition, affidavit and certificate, it is this 18th day of May, 1936, by the Circuit Court of Baltimore City,

Ordered, That William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., be and he is hereby authorized to sell at private sale unto William J. Ciccarone and Hilda L. Ciccarone, his wife, at and for the sum of \$400.00 cash, Lot No. 7, Plat "A" Horn Point, Anne Arundel County, Maryland, mentioned in said petition, with all expenses upon the property to be adjusted to the date of settlement; and subject to the usual brokers' commission; and

and It Is Further Ordered, That said Receiver be and he is hereby authorized to execute a deed for said Lot No. 7, Plat "A", Horn Point, Anne Arundel County, Maryland, to the said William J. Ciccarone and Hilda L. Ciccarone, his wife, upon receive of the net purchase money; and

and It Is Further Ordered, That said Receiver shall report said sale to this Court for ratification thereof.

Eli Frank, Judge.

Ex Parte
In The Matter of First Mortgage Bond
Homestead Association, Inc., A body corporate,
Fred M. Supplee, Plaintiff, vs.

In The Circuit Court
of Baltimore City

First Mortgage Bond Homestead Association, Inc.,
a body corporate, Defendant,

In The Circuit Court
of Baltimore City

Report of Sale -- Filed 19th May, 1936

To The Honorable, The Judge of said Court:

The Report of Sale of William M. Maloy, Receiver for the First Mortgage Bond Homestead Association, Inc., respectfully shows:

That pursuant to the authority conferred upon him by an order of this Court dated the 18th day of May, 1936, he sold unto William M. Simpson and Bertha M. Simpson, his wife, for \$400.00 cash, subject to the usual broker's commission to Charles F. Lee, the following described property:

Being Lot No. 5, Plat "A", Horn Point, Anne Arundel County, Maryland, in fee simple, and being also one of the lots described in a deed from Linwood L. Clark and wife, to the First Mortgage Bond Homestead Association, Inc. dated the 7th day of September, 1934, and duly recorded among the Land Records of Anne Arundel County.

William M. Maloy, Receiver

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 19th day of May, 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, 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 was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal) Elizabeth J. Cross
Notary Public.

Ex Parte in the Matter of First Mortgage Bond
Homestead Ass'n., Inc.

Fred M. Supplee

vs.

First Mortgage Bond Homestead Ass'n., Inc.

In The Circuit Court
of Baltimore City

Order Nisi -- Filed 19th May 1936

Ordered, by the Circuit Court of Baltimore City this 19th day of May, 1936, that the private Sale of the property mentioned in these proceedings, made and reported by William M. Maloy, Receiver be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 19th day of June, 1936. 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 12th day of June, 1936.

The Report states the amount of private sale to be \$400.00

Eli Frank

Ex Parte In The Matter of First Mortgage Bond
Homestead Association, Inc., a Body Corporate,

In The Circuit Court
of Baltimore City

Fred M. Supplee, Plaintiff, vs.
First Mortgage Bond Homestead Association, Inc.,
a body corporate, Defendant,

In The Circuit Court
of Baltimore City

Report of Sale -- Filed 19th May, 1936

To The Honorable, The Judge of Said Court:

The Report of Sale of William M. Maloy, Receiver for the First Mortgage Bond Homestead Association, Inc. respectfully shows:

That pursuant to the authority conferred upon him by an order of this Court dated the 18

day of May, 1936, he sold unto William J. Ciccarone and Hilda L. Ciccarone, his wife, for \$400.00 cash, subject to the usual broker's commission to Charles F. Lee, the following described property:

Being lot No. 7, Plat "A" Horn Point, Anne Arundel County, Maryland, in fee simple, and being also one of the lots described in a deed from Linwood L. Clark and wife, to the First Mortgage Bond Homestead Association, Inc. dated the 7th day of September, 1934, and duly recorded among the Land Records of Anne Arundel County.

William M. Maloy, Receiver

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 19th day of May, 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, 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 was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal) Elizabeth J. Cross
Notary Public.

Ex Parte in the Matter of First Mortgage Bond Homestead Ass'n., Inc.

In The Circuit Court of Baltimore City

Fred M. Supplee vs.
First Mortgage Bond Homestead Ass'n., Inc.

Order Nisi -- Filed 19th May 1936

Ordered, by the Circuit Court of Baltimore City this 19th day of May, 1936, that the private Sale of the property mentioned in these proceedings, made and reported by William M. Maloy, Receiver be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 19th day of June, 1936. 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 12th day of June, 1936.

The Report states the amount of private sale to be \$400.00

Eli Frank

Ex Parte

In The Matter of First Mortgage Bond Homestead Association, Inc., a body corporate,

In The Circuit Court of Baltimore City

Fred M. Supplee, Plaintiff, vs.
First Mortgage Bond Homestead Association, Inc.,
a body corporate, Defendant,

In The Circuit Court of Baltimore City

Petition Filed 23rd May 1936

To The Honorable, The Judge of Said Court:

The petition of William M. Maloy, Receiver, respectfully represents:

1. That among the assets of the defendant corporation at the time of the appointment of your petitioner as Receiver was a large, unimproved tract of land located in Anne Arundel County, Maryland, containing 14 1/10 acres of land, more or less, and including all of Horn Point, Plat "B" and a part of Horn Point, Plat "A", in fee simple, and containing over 26 building lots.
11. That the aforesaid property was originally carried by the defendant corporation as a mortgage from a certain Linwood L. Clark and Linnie Clark, his wife, said mortgage having been dated August 1, 1933, and in the face amount of \$ 30,162.12, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 113, folio 258.
111. That on or about the 7th day of September, 1934, a deed was executed and recorded by

the said Linwood L. Clark and wife for the property in question to the defendant corporation.

IV. That previous to your petitioner's appointment as Receiver, said defendant corporation planned to sell the said lots separately rather than as an entirety with the thought that it would derive a better aggregate sale price by this method.

V. That your petitioner has received an offer from Frederick A. Matzen and Gertrude M. Matzen, his wife, of \$400.00 cash for Lot No. 6, Plat "A", with the understanding that all expenses including taxes be adjusted to the date of settlement, subject to the usual broker's commission.

VI. That the offer received by your petitioner appears to be a fair one and your petitioner believes that it would be wise and expedient to dispose of the said lot and accept the said offer which has been received in view of the large number of properties owned by the defendant corporation and the difficulty of disposing of their properties at any fair figure in any manner except at private sale.

Wherefore, your petitioner prays this Honorable Court to pass an order authorizing and empowering him to sell the aforesaid property at private sale and for the price and upon the terms herein mentioned unto Frederick A. Matzen and Gertrude M. Matzen, his wife, for cash.

William M. Maloy Petitioner

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 18th day of May, 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Petitioner in the above entitled case, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Seal)

Elizabeth J. Cross

(Place)

Notary Public

CERTIFICATES

We, the undersigned, real estate brokers, located in Anne Arundel County, do hereby certify that we have examined Lot No. 6, Plat "A", Horn Point, described in the foregoing petition and in our opinion the price named for said lot is a fair one and all that said property is reasonably worth.

Carey L. Meredith

James H. Murray

ORDER

Upon the foregoing petition, affidavit and certificate, it is this 23rd day of May, 1936, by the Circuit Court of Baltimore City,

Ordered, That William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc. be and he is hereby authorized to sell at private sale unto Frederick A. Matzen and Gertrude M. Matzen, his wife, at and for the sum of \$400.00 cash, Lot No. 6, Plat "A", Horn Point, Anne Arundel County, Maryland, mentioned in said petition, with all expenses upon the property to be adjusted to the date of settlement, subject to the usual broker's commission; and

It Is Further Ordered, That said Receiver be and he is hereby authorized to execute a deed to the said Frederick A. Matzen and Gertrude M. Matzen, his wife, upon receipt of the net purchase money; and

It Is Further Ordered, That said Receiver shall report said sale to this Court for ratification thereof.

Eli Frank
Judge

Ex Parte

In The Matter of First Mortgage Bond
Homestead Association, Inc., a body corporate,

In The Circuit Court
of Baltimore City

Fred M. Supplee, Plaintiff, vs.
First Mortgage Bond Homestead Association, Inc.,

In The Circuit Court
of Baltimore City

a body corporate, Defendant,

Petition -- Filed 23rd May 1936

To The Honorable, The Judge of Said Court:

The petition of William M. Maloy, Receiver, respectfully represents:

I. That among the assets of the defendant corporation at the time of the appointment of your petitioner as Receiver was a large, unimproved tract of land located in Anne Arundel County, Maryland, containing 14 1/10 acres of land, more or less, and including all of Horn Point, Plat "B" and a part of Horn Point, Plat "A", in fee simple, and containing over 26 building lots.

II. That the aforesaid property was originally carried by the defendant corporation as a mortgage from a certain Linwood L. Clark and Linnie Clark, his wife, said mortgage having been dated August 1, 1933, and in the face amount of \$30,162.12, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 113, folio 258.

III. That on or about the 7th day of September, 1934, a deed was executed and recorded by the said Linwood L. Clark and wife for the property in question to the defendant corporation.

IV. That previous to your petitioner's appointment as Receiver, said defendant corporation planned to sell the said lots separately rather than as an entirety with the thought that it would derive a better aggregate sale price by this method.

V. That your petitioner has received an offer from Harry W. Elliott, of \$1,500.00 cash for Lots No. 32 and 34, Plat "B", with the understanding that all expenses including taxes be adjusted to the date of settlement, subject to the usual brokers' commission.

VI. That the offer received by your petitioner appears to be a fair one and your petitioner believes that it would be wise and expedient to dispose of the said lot and accept the said offer which has been received in view of the large number of properties owned by the defendant corporation and the difficulty of disposing of their properties at any fair figure in any manner except at private sale.

Wherefore, your petitioner prays this Honorable Court to pass and order authorizing and empowering him to sell the aforesaid property at private sale and for the price and upon the terms herein mentioned unto Harry W. Elliott, for cash.

William M. Maloy
Petitioner

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 19th day of May, 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Petitioner in the above entitled case, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Seal)

Elizabeth J. Cross

(Place)

Notary Public

CERTIFICATE

We, the undersigned, real estate brokers, located in Anne Arundel County, do hereby certify that we have examined Lots No. 32 and 34, Plat "B", Horn Point, described in the foregoing

petition, and in our opinion the price named for said lots is a fair one and all that said property is reasonably worth.

Carey L. Meredith

James H. Murray

ORDER

Upon the foregoing petition, affidavit and certificate, it is this 23rd day of May, 1936, by the Circuit Court of Baltimore City,

Ordered, That William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc. be and he is hereby authorized to sell at private sale unto Harry W. Elliott, at and for the sum of \$1,500.00 cash, Lots No. 32 and 34, Plat "B", Horn Point, Anne Arundel County, Maryland, mentioned in said petition, with all expenses upon the property to be adjusted to the date of settlement, and subject to the usual broker's commission; and

It Is Further Ordered, That said Receiver be and he is hereby authorized to execute a deed to the said Harry W. Elliott, upon receipt of the net purchase money; and

It Is Further Ordered, That said receiver shall report said sale to this Court for ratification thereof.

Eli Frank
Judge

Ex Parte

In The Matter of First Mortgage Bond
Homestead Association, Inc., a body corporate,

In The Circuit Court
of Baltimore City

Fred M. Supplee, Plaintiff, vs.
First Mortgage Bond Homestead Association, Inc.,
a body corporate, Defendant,

In The Circuit Court
of Baltimore City

Report of Sale Filed 25" May 1936

To The Honorable, The Judge of Said Court:

The Report of Sale of William M Maloy, Receiver for the First Mortgage Bond Homestead Association, Inc., authorized by a decree of this Court dated May 23, 1936, in the above entitled cause, to make sale of Lot No. 6, as shown on Plat "A" of Horn Point, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows, that he has, pursuant to said authority, sold unto Frederick A. Matzen and Gertrude M. Matzen, his wife, for \$400.00 cash, subject to the usual broker's commission to Charles F. Lee, Lot No. 6, Plat "A", Horn Point, aforesaid, and described as follows:

Being Lot No. 6 Plat "A" Horn Point, Anne Arundel County, Maryland, and being also one of the lots described in a deed from Linwood L. Clark and wife, to the First Mortgage Bond Homestead Association, Inc. dated the 7th day of September, 1934, and duly recorded among the Land Records of Anne Arundel County. (fee simple)

William M. Maloy
Receiver

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 25th day of May, 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William M. Maloy, Receiver in the above entitled case, 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 was fairly made.

As Witness my hand and Notarial Seal.

(Seal)

Elizabeth J. Cross

(Place)

Notary Public

Ex Parte In the matter of First Mtge. Bond
Homestead Ass'n., Inc.

In The Circuit Court
of
Baltimore City

Fred M. Supplee vs.
First Mtge. Bond Homestead Ass'n., Inc.

Order Nisi Filed 25" May 1936

Ordered, by the Circuit Court of Baltimore City this 25th day of May, 1936, that the private Sale of the property mentioned in these proceedings, made and reported by William M. Maloy, Receiver, be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 25th day of June, 1936. 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 18th day of June, 1936.

The Report states the amount of private sale to be \$400.00

Eli Frank

Ex Parte
In The Matter of First Mortgage Bond
Homestead Association, Inc., a body corporate,

In The Circuit Court
of Baltimore City

Fred M. Supplee, Plaintiff, vs.
First Mortgage Bond Homestead Association, Inc.,
a body corporate, Defendant,

In The Circuit Court
of Baltimore City

Report of Sale Filed 25" May 1936

To The Honorable, The Judge of Said Court:

The Report of Sale of William M. Maloy, Receiver for the First Mortgage Bond Homestead Association, Inc., respectfully shows:

That pursuant to the authority conferred upon him by an order of this Court dated the 23rd day of May, 1936, he sold unto Harry W. Elliott, for \$1,500.00 cash, subject to the usual broker's commission to Charles F. Lee, the following described property:

Being Lots No. 32 and 34, Plat "B", Anne Arundel County, Maryland, in fee simple, and being also one of the lots described in a deed from Linwood L. Clark and wife to the First Mortgage Bond Homestead Association, Inc. dated the 7th day of September, 1934, and duly recorded among the Land Records of Anne Arundel County.

William M. Maloy
Receiver

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 25th day of May, 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, 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 was fairly made.

As Witness my hand and Notarial Seal.

(Seal)

Elizabeth J. Cross

(Place)

Notary Public

Ex Parte In the Matter of First Mtge. Bond
Homestead Ass'n., Inc.

In The Circuit Court
of
Baltimore City

Fred M. Supplee vs.
First Mtge. Bond Homestead Ass'n., Inc.

Order Nisi Filed 25" May 1936

Ordered, by the Circuit Court of Baltimore City this 25th day of May, 1936, that the private Sale of the property mentioned in these proceedings, made and reported by William M. Maloy, Receiver, be Ratified and Confirmed, unless cause to the contrary thereof be shown on

or before the 25th day of June, 1936. 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 18th day of June, 1936.

The Report states the amount of private sale to be \$1500.00

Eli Frank

Eugene A. Edgett, Solicitor, 3 East Lexington Street.
Richard D. Biggs, Solicitor, Union Trust Building.
In The Circuit Court of Baltimore City -- (A-120-1936)- Ex Parte in the matter of First Mortgage Bond Homestead Association, Inc. Fred M. Supplee vs. First Mortgage Bond Homestead Association, Inc.

Ordered by the Court, this 31st day of March, 1936, that William M. Maloy, the receiver in the above cause named, give notice to all persons having claims against First Mortgage Bond Homestead Association, Inc., to file their claims, properly authenticated, with the clerk of the Circuit Court of Baltimore City, on or before the 1st day of June, 1936, by causing a copy of this order to be published in some daily newspaper in the City of Baltimore, once a week for three successive weeks, before the 30th day of April, 1936.

Eli Frank.

True Copy--Test: Chas. R. Whiteford,
Clerk.

Certificate of Publication. Fd. June 2, 1936.

Baltimore, Apr. 15, 1936

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court of Baltimore City, Case of Fred M. Supplee vs. First Mtge Bond Homestead Assn. was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 30th day of Apr., 1936 First insertion Apr. 1st., 1936

The Daily Record
Per Arthur M. Stevenson, Jr.

Eugene A. Edgett, Solicitor, Central Savings Bank Building.
Harry D. Kaufman, Solicitor, 207 North Calvert Street.
Richard D. Biggs, Solicitor, Union Trust Building.

In The Circuit Court of Baltimore City-- (A--120--1936)--Ex parte in the matter of First Mortgage Bond Homestead Association, Inc. Fred M. Supplee vs. First Mortgage Bond Homestead Association, Inc.

Ordered, by the Circuit Court of Baltimore City this 19th day of May, 1936, that the private sale of the property mentioned in these proceedings made and reported by William M. Maloy, receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th day of June, 1936; 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 12th day of June, 1936.

The report states the amount of private sale to be \$400.

Eli Frank.

True Copy -- Test: Chas. R. Whiteford,
Clerk.

Certificate of Publication. Filed 20th June 1936

Baltimore, June 3rd. 1936

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court of Baltimore City, Case of Fred M. Supplee vs. First Mtge Bond Homestead Assn. was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 12th day of June, 1936 First insertion May 20th, 1936

The Daily Record
Per A. W. Ritzel

Ex Parte First Mtge. Bond Homestead Ass'n., Inc.

In The Circuit Court

Fred M. Supplee vs.

of Baltimore City

First Mtge. Bond Homestead Ass'n., Inc.

May Term 1936

Final Order Filed 20" June 1936

Ordered By The Court, This 20th day of June, 1936, that the private sale made and reported by the Trustee, on May 19th, 1936 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.

Eli Frank

Eugene A. Edgett, Solicitor, Central Savings Bank Building.
Harry D. Kaufman, Solicitor, 207 North Calvert Street.
Richard D. Biggs, Solicitor, Union Trust Building.

In The Circuit Court of Baltimore City--(A--120--1936)--Ex parte in the matter of First Mortgage Bond Homestead Association, Inc. Fred M. Supplee vs. First Mortgage Bond Homestead Association, Inc.

Ordered, by the Circuit Court of Baltimore City this 19th day of May, 1936, that the private sale of the property mentioned in these proceedings, made and reported by William M. Maloy, receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th day of June, 1936; 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 12th day of June, 1936.

The report states the amount of private sale to be \$400.

Eli Frank.

True Copy--Test: Chas. R. Whiteford, Clerk.

Certificate of Publication, --Filed 20" June 1936

Baltimore, June 3rd. 1936

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court of Baltimore City, Case of Fred M. Supplee vs. First Mtge Bond Homestead Assn. was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 12th day of June, 1936

First insertion May 20th., 1936

The Daily Record
Per A. W. Ritzel

Final Order Fd. 20" June 1936

First Mtge. Bond Homestead Ass'n., Inc.

In The Circuit Court of

Fred M. Supplee vs.

Baltimore City May Term, 1936.

First Mtge. Bond Homestead Ass'n., Inc.

Ordered By The Court, This 20th day of June, 1936, that the private sale made and reported by the Trustee, on May 19th, 1936 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.

Eli Frank

Eugene A. Edgett, Solicitor, 3 East Lexington Street.
Harry D. Kaufman, Solicitor, 207 North Calvert Street.
Richard D. Biggs, Solicitor, Union Trust Building.

In The Circuit Court of Baltimore City--(A--120--1936)--Ex parte in the matter of First Mtge. Bond Homestead Assn., Inc., Fred M. Supplee, vs. First Mtge. Bond Homestead Assn., Inc.

Ordered, by the Circuit Court of Baltimore City this 25th day of May, 1936, that the pri-

vate sale of the property mentioned in these proceedings, made and reported by William M. Maloy, receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th day of June, 1936; 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 18th day of June, 1936. The report states the amount of private sale to be \$400.

Eli Frank.

True Copy--Test: Chas. R. Whiteford
Clerk.

Certificate of Publication. Filed 26" June 1936

Baltimore, June 9 1936.

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court of Baltimore City, Case of _____ vs. First Mtge Bond Homestead Assn. Inc. was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 18th day of June, 1936 First insertion May 26th, 1936

Final Order Filed 26" June 1936

The Daily Record
Per Arthur M. Stevenson, Jr.

Ex Parte First Mtge. B. H. Ass'n., Inc.

Fred M. Supplee vs.

In The Circuit Court of

First Mtge. Bond Homestead Ass'n., Inc.

Baltimore City
May Term, 1936

Ordered by the Court, This 26" day of June, 1936, that the private sale made and reported by the Receiver, on May 25th, 1936 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.

Eli Frank

Eugene A. Edgett, Solicitor, 3 East Lexington Street.

Harry D. Kaufman, Solicitor, 207 North Calvert Street
Richard D. Biggs, Solicitor, Union Trust Building.

In The Circuit Court of Baltimore City--(A--120--1936)--Ex parte in the matter of First Mortgage Bond Homestead Assn., Inc., Fred M. Supplee, vs. First Mtge. Bond Homestead Assn., Inc.

Ordered, by the Circuit Court of Baltimore City this 25th day of May, 1936, that the private sale of the property mentioned in these proceedings, made and reported by William M. Maloy, receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th day of June, 1936; 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 18th day of June, 1936.

The report states the amount of private sale to be \$1,500.

Eli Frank.

True Copy--Test: Chas. R. Whiteford.
Clerk.

Certificate of Publication. Filed 26" June 1936

Baltimore, June 9, 1936

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court of Baltimore City, Case of First Mtge Bond Homestead Assn. Inc. was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 18th day of June, 1939 First insertion May 26th, 1939

The Daily Record
Per Arthur M. Stevenson Jr.

Ex Parte First Mtge. B. H. Ass'n., Inc.

Fred M. Supplee vs.

First Mtge. Bond Homestead Ass'n., Inc.

In The Circuit Court of
Baltimore City

May Term, 1936

Final order Filed 26 June 1936

Ordered By The Court, This 26th day of June, 1936, that the private sale made and reported by the Receiver, on May 25th, 1936 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.

Eli Frank

Ex Parte

In The Matter of First Mortgage Bond
Homestead Association, Inc., a body corporate,

In The Circuit Court
of Baltimore City

Fred M. Supplee, Plaintiff, vs.
First Mortgage Bond Homestead Association, Inc.,
a body corporate, Defendant,

In The Circuit Court
of Baltimore City

Petition Filed 29th June 1936

To The Honorable, The Judge of Said Court:

The petition of William M. Maloy, Receiver, respectfully represents:

I. That as the Court has heretofore been advised, your petitioner as Receiver, holds title to a large tract of land located at Horn Point, Anne Arundel County, Maryland, divided into building lots.

II. That heretofore your petitioner has sold various lots out of the tract under separate orders of this Court.

III. That your petitioner has received an offer from James V. Cherico and Loretta M. Cherico, his wife, of \$500.00 cash for Lot No. 1, Plat "A" with the understanding that all expenses including taxes be adjusted to the date of settlement, and subject to the usual brokers' commission.

IV. That the offer received by your petitioner appears to be a fair one and your petitioner believes that it would be wise and expedient to dispose of the said lot and accept the said offer which has been received in view of the large number of properties owned by the defendant corporation and the difficulty of disposing of their properties at any fair figure in any manner except at private sale.

Wherefore, your petitioner prays this Honorable Court to pass an order authorizing and empowering him to sell the aforesaid property at private sale and for the price and upon the terms herein mentioned unto James V. Cherico and Loretta M. Cherico, his wife, for cash.

William J. Maloy, Receiver
Petitioner

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 25th day of June, 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief. As Witness my hand and Notarial Seal.

(Seal)

John McCullough

(place)

Notary Public

CERTIFICATE

We, the undersigned, real estate brokers located in Anne Arundel County, do hereby certify that we have examined Lot No. 1, Plat "A" Horn Point, described in the foregoing petition and in our opinion the price named for said lot is a fair one and all that said property is reason-

ably worth.

Carey L. Meredith

James H. Murray

ORDER

Upon the foregoing petition, affidavit and certificate, it is this 29th day of June, 1936, by the Circuit Court of Baltimore City,

Ordered, That William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., be and he is hereby authorized to sell at private sale unto James V. Cherico and Loretta M. Cherico, his wife, at and for the sum of \$500.00 cash, Lot No. 1, "A" Horn Point, Anne Arundel County, Maryland, mentioned in said petition, and with all expenses upon the property to be adjusted to the date of settlement; and subject to the usual brokers' commission; and

It Is Further Ordered, That said Receiver be and he is hereby authorized to execute a deed for said Lot No. 1, Plat "A" Horn Point, Anne Arundel County, Maryland, to the said James V. Cherico and Loretta M. Cherico, his wife, upon receipt of the net purchase money, and

It Is Further Ordered, That said Receiver shall report said sale to this Court for ratification thereof.

Eli Frank Judge

Ex Parte

In The Matter of First Mortgage Bond Homestead Association, Inc.; a body corporate,

In The Circuit Court of Baltimore City

Fred M. Supplee, Plaintiff, vs.
First Mortgage Bond Homestead Association, Inc.,
a body corporate, Defendant,

In The Circuit Court of Baltimore City

Report of Sale Filed 1st July 1936

To The Honorable, The Judge of Said Court:

The Report of sale of William M. Maloy, Receiver for the First Mortgage Bond Homestead Association, Inc., respectfully shows:

That pursuant to the authority conferred upon him by an order of this Court dated the 29th day of June, 1936, he sold unto James V. Cherico and Loretta M. Cherico, his wife, for \$500.00 cash, subject to the usual brokers' commission to Charles F. Lee, the following described property:

Being lot No. 1, Plat "A" Horn Point, Anne Arundel County, Maryland, in fee simple, and being also one of the lots described in a deed from Linwood L. Clark and wife to the First Mortgage Bond Homestead Association, Inc., dated the 7th day of September, 1934, and duly recorded among the Land Records of Anne Arundel County.

William M. Maloy
Receiver

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 30th day of June, 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, 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 was fairly made. As Witness my hand and Notarial Seal.

(Seal)

John McCullough

(Place)

Notary Public

Ex Parte In the Matter of First Mortgage Bond Homestead Ass'n., Inc.

In The Circuit Court of Baltimore City

Fred M. Supplee vs.
First Mortgage Bond Homestead Ass'n., Inc.

Order Nisi Filed 1st July 1936

Ordered, by the Circuit Court of Baltimore City this 1st day of July, 1936, that the private Sale of the property mentioned in these proceedings, made and reported by William M. Maloy, Receiver, be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 1st day of August, 1936. 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 25th day of July, 1936. The Report states the amount of private sale to be \$500.00

Eli Frank

Eugene A. Edgett, Solicitor, 3 East Lexington Street.
Harry D. Kaufman, Solicitor, 207 North Calvert Street.
Richard D. Biggs, Solicitor, Union Trust Building.

In The Circuit Court of Baltimore City--A--120--1936)--Ex parte in the matter of First Mortgage Bond Homestead Assn., Inc. Fred M. Supplee vs. First Mortgage Bond Homestead Assn. Inc.

Ordered by the Circuit Court of Baltimore City this 1st day of July, 1936, that the private sale of the property mentioned in these proceedings, made and reported by William M. Maloy, receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of August, 1936; 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 25th day of July, 1936. The report states the amount of private sale to be \$500.

Eli Frank.

True Copy--Test: Chas. R. Whiteford, Clerk.

Certificate of Publication. Filed 3rd August 1936

Baltimore, July 16, 1936

We hereby certify that the annexed advertisement of Order of Court Circuit Court of Baltimore City, Case of Fred M. Supplee vs. First Mtge Bond Homestead Assn. was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 25th day of July, 1936. First insertion July 2nd., 1936

The Daily Record
Per A. W. Ritzel

Ex Parte First Mtge. Bond Homestead Ass'n., Inc.

In The Circuit Court

Fred M. Supplee vs.

of Baltimore City

First Mtge. Bond Homestead Ass'n., Inc.

Final Order Filed 3rd August 1936

Ordered By The Court, This 3rd day of August, 1936, that the sale made and reported by the Trustee, on July 1st, 1936 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

Ex Parte

In The Matter of First Mortgage Bond Homestead Association, Inc., a body corporate,

In The Circuit Court
of Baltimore City

Fred M. Supplee, Plaintiff, vs.
First Mortgage Bond Homestead Association, Inc.,
a body corporate, Defendant,

In The Circuit Court
of Baltimore City

Petition Filed 10th November 1936

To The Honorable, The Judge of Said Court:

The petition of William M. Maloy, Receiver in the above entitled case, respectfully represents:

1. That as heretofore outlined, the said First Mortgage Bond Homestead Association, Inc. is seized and possessed of a large tract of unimproved land in Anne Arundel County, State of Maryland, known as "Horn Point;" that prior to the receivership the said property was divided

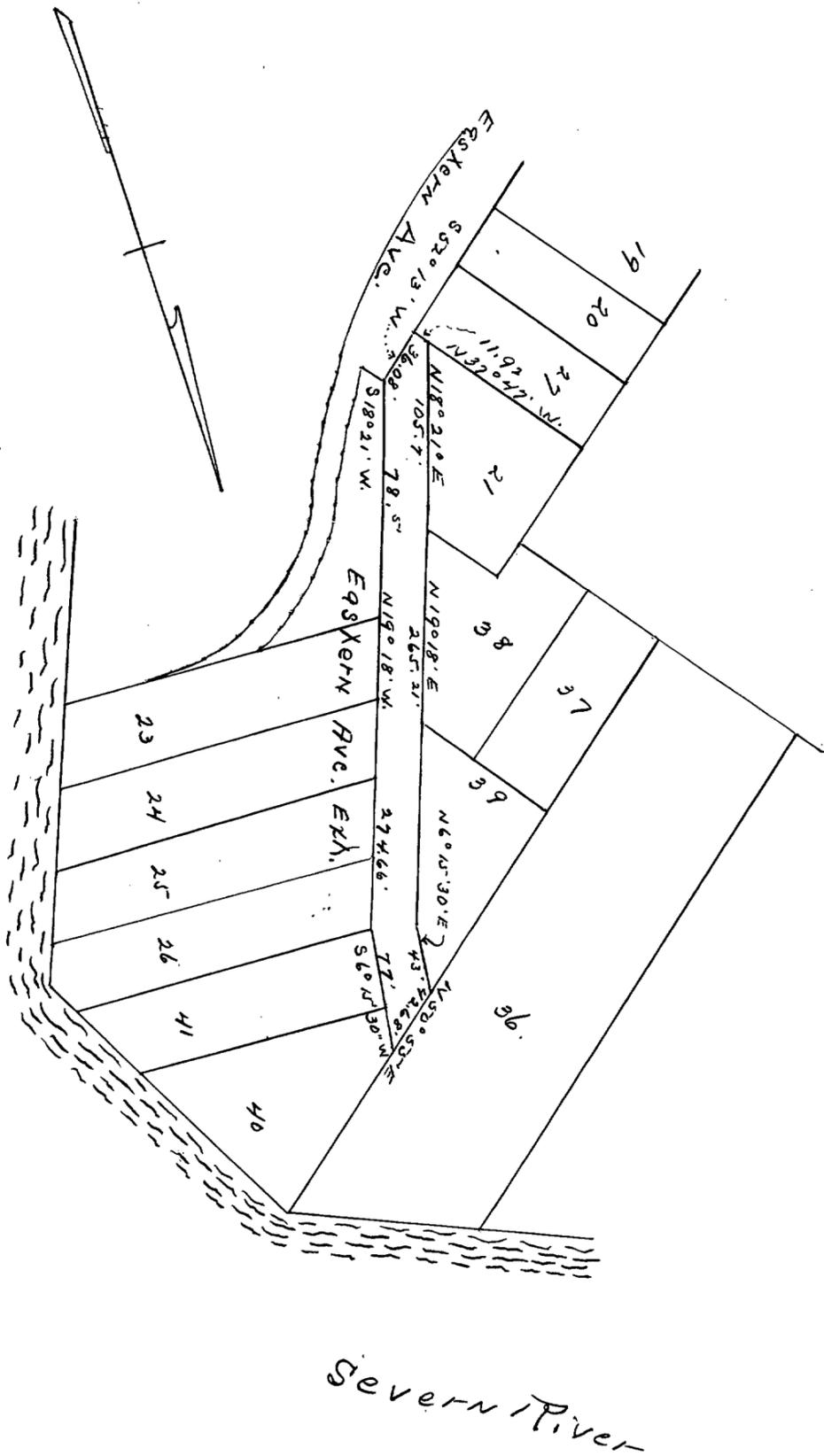
into building lots; streets were laid out, and the lots were advertised for sale.

11. That during the last five or six years, there have been very few sales or offers on said lots although very recently approximately seven or eight have been sold, which will appear by reference to these proceedings.

111. That your petitioner holds title to a substantial number of lots which he is using every effort to dispose of at fair prices looking to the liquidation of said company.

IV. That said streets and avenues as laid out by said company prior to receivership, are the ordinary dirt roads which are not in the best of repair; that your petitioner and said company have not spent any money on maintenance since the opening thereof; and your petitioner is advised that it would not be prudent to do so.

V.



Approved.
Engineer.

Scale 1" = 100'.
30' Foot Road Known as
Eastern Ave; Extended.
Conveyed to
County Commissioners For
Anne Arundel County
July 1936.

That recently the County Commissioners of Anne Arundel County have offered to make title to a portion of one of the avenues known as "Eastern Avenue Extended" and more particularly described as follows:

Beginning for the 30 foot roadway herein described at a point on the northwest side of Eastern Avenue where the same is intersected by the northeasternmost boundary line of Lot 27, Deed to Charles D. Ridout from Magnus P. Gonson as recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 84, folio 329, etc., and as shown on a plat entitled "Horn Point Plat B" (prepared by J. Revell Carr in April 1933) and recorded among the Plat Records of Anne Arundel County; and running thence along said boundary line north 37° 47' west a distance of 11.92 feet; thence along the southeastern boundary line of lot 21 north 18° 21' east a distance of 105.7 feet; thence along the southeasternmost boundary of part of lot 21, all of lot 38 and part of lot 39, north 19° east a distance of 265.21 feet; thence along the easternmost boundary of lot 39, north 6° 15' 30" east a distance of 43.00 feet to the southeasternmost boundary line of lot 36, ^{thence with said boundary line of lot 36} north 50° 55' east a distance of 42.68 feet to the northwest corner of lot 40; thence along the westernmost boundaries of lots 40 and 41, south 6° 15' 30" west a distance of 77.00 feet; thence along the northwesternmost boundaries of lots 26, 25, 24, 23 and part of lot 22 as shown on a plat entitled "Horn Point Plat A" (prepared by J. Revell Carr in September 1931) and recorded among the Plat Records of Anne Arundel County, south 19° 18' west a distance of 274.66 feet; thence continuing along the northwesternmost boundary of lot 22, south 18° 21' west a distance of 78.6 feet to the westernmost corner of lot 22; thence south 52° 13' west a distance of 36.08 feet to the point of beginning.

and which will more fully appear by reference to a photostatic of the same attached hereto.

Vl. That your petitioner is advised and therefore avers that the conveyance of said title to the said County Commissioners as aforesaid, will not in any way detract from the value of the holdings of said company, but on the contrary will enhance the value of the property generally in view of the fact that the said County Commissioners will immediately upon being vested with the title to the bed of said avenue, assume the maintenance thereof in a more substantial and efficient manner than your petitioner would be able to do; and your petitioner is further advised that it will be of benefit and advantage to the said estate to effectuate the plans and proposal as heretofore outlined.

Wherefore, your petitioner prays the passage of an order authorizing and empowering him to execute a deed to the County Commissioners of Anne Arundel County conveying unto them the title to the bed of that portion of "Eastern Avenue Extended" as is hereinabove described and which is shown in the plat hereto attached.

And, as in duty bound, etc.

William M. Maloy
Petitioner

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 9th day of November, 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc. and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Seal)
(Place)

John McCullough
Notary Public

ORDER

Upon the foregoing petition and affidavit, it is this 10th day of November, 1936, by the Circuit Court of Baltimore City,

Ordered, That William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc be and he is hereby directed to convey by deed unto the County Commissioners of Anne Arundel County the title to the bed of "Eastern Avenue Extended" Horn Point, Anne Arundel County, Maryland, extending from the northeasternmost boundary line of lot 27 to the southeastern boundary line of lot 36, as shown by a plat of said avenue and lots prepared by the County Commissioners of Anne Arundel County.

Eli Frank
Judge

Petition

Filed 20" February 1937

Ex Parte in the Matter of First
Mortgage Bond Homestead Association,
Inc., a body corporate

In The Circuit Court
of Baltimore City

Fred M. Supplee, Plaintiff vs.
First Mortgage Bond Homestead Association,
Inc., a body corporate

To The Honorable, The Judge of Said Court:

The petition of the First Mortgage Bond Homestead Association, Inc., a body corporate, Trustee, and of William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., a body corporate, respectfully shows:

1. That subsequent to the institution of these proceedings, your petitioners filed a separate cause of action against Mary B. Alexander, et al. and another cause of action against Harry B. Gorrell, et al. which are pending proceedings before this Honorable Court.

11. That both of said proceedings involve the same subject matter and your petitioners are advised that the said two proceedings should be consolidated with the above captioned cases.

Wherefore, your petitioners pray the passage of an order consolidating the above referred to cases with these proceedings.

And, as in duty bound, etc.

Richard D. Biggs
Attorney for Petitioners.

State of Maryland, Baltimore City, To Wit:

I Hereby Certify, That on this 20th day of February, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, one of the petitioners in the above entitled case, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Seal) Elizabeth J. Cross
(Place) Notary Public

ORDER

Upon the foregoing petition and affidavit, it is this 20th day of February, 1937, by the Circuit Court of Baltimore City,

Ordered, That the case of the First Mortgage Bond Homestead Association, Incorporated, Trustee, et al. vs. Mary E. Alexander, et al., Docket 1936 A, folio 312, and the case of the First Mortgage Bond Homestead Association, Incorporated, Trustee, vs. Harry B. Gorrell, et al.,

docket 1936 A, folio 399, be and the same are hereby consolidated with the case of Ex Parte, In the matter of First Mortgage Bond Homestead Association, Inc., a body corporate; Fred M. Supplee, Plaintiff, vs. First Mortgage Bond Homestead Association, Inc., a body corporate.

Edwin T. Dickerson

Petition Filed 20th February 1937

Ex Parte in the Matter of First Mortgage Bond Homestead Association, Inc., a body corporate

Fred M. Supplee, Plaintiff vs. First Mortgage Bond Homestead Association, Inc., a body corporate

First Mortgage Bond Homestead Association, Inc., Trustee, et al.

Mary E. Alexander, et al.

First Mortgage Bond Homestead Association, Inc., Trustee, et al.

Harry B. Gorrell, et al.

In The

Circuit Court

of

Baltimore City

Consolidated Cases

To the Honorable, The Judge of Said Court:

The petition of the First Mortgage Bond Homestead Association, Inc., a body corporate, Trustee, and of William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., a body corporate, respectfully shows:

1. That prior hereto your petitioners filed their bill of complaint in these proceedings against Harry B. Gorrell and Rose V. Gorrell, his wife, and Bessie M. Gill, alleging essentially the following facts:

That the said Harry B. Gorrell and Rose V. Gorrell, his wife, were the owners of leasehold property No. 1803 East Lafayette Avenue on which there existed a mortgage in favor of the said First Mortgage Bond Homestead Association, Inc., Trustee, in the original amount of \$4200.00, with a balance due thereon as of the time of the filing of said bill of \$127.00; that Bessie M. Gill was the holder of a bond referred to in said mortgage signed by the borrowers-mortgagors, which by its terms created a specific lien on said mortgaged premises.

That during the early part of 1934, the bondholders entered into an agreement in which they waived their respective liens, the said Bessie M. Gill being a party to said agreement, for the purpose of allowing your petitioner, the First Mortgage Bond Homestead Association, Inc., Trustee, to release any or all of its mortgages and to allow it to sell any of the properties, title to which is now in the association, subject to outstanding bonds, free and clear of the liens of said respective bonds.

That said First Mortgage Bond Homestead Association, Inc., was placed in receivership because said bondholders refused to comply with the said agreement and the First Mortgage Bond Homestead Association, Inc., Trustee, was made a party to said proceedings.

That the said Harry B. Gorrell and wife tendered unto your petitioners the amount due on said mortgage and demanded a release of mortgage from your petitioner along with the cancelled bonds or a representation from the said company that said bonds had been cancelled or waived, and prayed that the said agreement be construed and that the said bondholder be compelled to comply with said agreement.

11. That upon a hearing of said cause, the Court through His Honor, Judge Frank, upheld the said agreement and directed that a decree be prepared in accordance with his opinion; that no decree, however, has as yet been signed giving effect to the Court's rulings.

111. That your petitioners desire to liquidate the entire assets of the said estate as

promptly and efficiently as possible but have been advised that it would be prudent to have all of the bondholders joined in the above consolidated proceeding as parties defendant in order that they might be in a position to sell all of the properties on which bonds are now outstanding and title to which is now vested in the said First Mortgage Bond Homestead Association, Inc., or release mortgages held by the said Association as trustee and on which bonds are outstanding.

IV. That the bondholders who hold bonds of said company who are parties to said agreement so construed by the Court are as follows:

Bondholder	BOND NO.	AMOUNT OF BOND
Ackerman, Henry	C781	100.00
	C860	100.00
	CC1352	200.00
	CC1349	200.00
	C873	100.00
Alexander, William A. and Alexander, Charles E., Executors of the Estate of Mary Alexander	CC1317	200.00
	D1527	500.00
Arrington, Amos M. and wife	M1818	1000.00
	M1819	1000.00
	D1513	500.00
Ay, Albert and wife	M2004	1000.00
	M1963	1000.00
	M1865	1000.00
	CC1339	200.00
	CC1253	200.00
Berry, Austin and wife	M1940	1000.00
	M1993	1000.00
	M2027	1000.00
	CC1326	200.00
	CC1392	200.00
Gorrell, Rose V.	M2042	1000.00
	M1952	1000.00
Brooks, Samuel A.	M1977	1000.00
	669	300.00
	CC1353	200.00
	D1556	500.00
Gill, Rufus N., Mrs.	CC1346	200.00
	M2048	1000.00
	686	800.00
	CC1320	200.00
	M2006	1000.00
	688	950.00
	CC1350	200.00
	CC1296	200.00
	C866	100.00
	CC1397	200.00
	D1543	500.00
	CC1409	200.00
	C855	100.00
Cofiell, Della	M1814	1000.00
	M1997	1000.00
Brooks, G. Irving	M1777	1000.00
	M2028	1000.00
Bloecher, Henry	1969	1000.00
Eardley, Beatrice	D1546	500.00
	D1548	500.00
Gorsuch, Lewis A.	D1499	500.00
Harris, James M.	M1804	1000.00
	D1512	500.00
	CC1334	200.00
Hearn, Walter A., Estate	CC1336	200.00
Hendrickson, Cecilia	C857	100.00

Bondholder	BOND NO.	AMOUNT OF BOND
	C868	100.00
	C856	100.00
	CC1338	200.00
Hoopes, Eugene, Estate	M1681	1000.00
	M1815	1000.00
	M1974	1000.00
	M1729	1000.00
	M1697	1000.00
Horn, Amanda	M1698	1000.00
	M1783	1000.00
	M1935	1000.00
	M1982	1000.00
	M1782	1000.00
	M1978	1000.00
	M2053	1000.00
Kirchner, John	M1682	1000.00
	M1966	1000.00
	M1985	1000.00
	M1986	1000.00
	CC1337	200.00
	M2010	1000.00
	M1733	1000.00
Kneiling, Christine	CC1313	200.00
	C881	100.00
Landon, W. G.	M1719	1000.00
Lehman, Mary G.	M1765	1000.00
	M1775	1000.00
	M1784	1000.00
	M1753	1000.00
	M1767	1000.00
	M1768	1000.00
	M1769	1000.00
	M1770	1000.00
Lurz, John A. and wife	CC1297	200.00
Mitzel, Jos. E.	M2012	1000.00
Lilly M. French (Guardian)		
Mohr, Chas. H. (Trustee) (Est. of Edw. A. Jones)	M1731	1000.00
	M1884	1000.00
	M1885	1000.00
	M1990	1000.00
	M1991	1000.00
	M1896	1000.00
	M2001	1000.00
	M2002	1000.00
	M2024	1000.00
	CC1358	200.00
	M1754	1000.00
	M1937	1000.00
	M1955	1000.00
	D1535	500.00
Newman, H. W.	D1494	500.00
	M1960	1000.00
	M1862	1000.00
Pemsel, George	598	300.00
	671	300.00
	C853	100.00
	M1837	1000.00
	M2022	1000.00
Rebman, John and wife	M1835	1000.00
	M1951	1000.00
	M1797	1000.00
	M2005	1000.00
	D1529	500.00
Redman, H. C.	M1975	1000.00
Schmincke, Katie	CC1330	200.00
	CC1400	200.00
	CC1401	200.00
	CC1402	200.00
Schneider, Katie	M1989	1000.00
	M2021	1000.00

Bondholder	Bond No.	Amount of Bond
	M1998	1000.00
	M2013	1000.00
	M2040	1000.00
	M1772	1000.00
Schneider, Jacob	M1796	1000.00
Slimmer, Bertha	M1859	1000.00
	M1861	1000.00
	M1942	1000.00
	M1964	1000.00
	M1967	1000.00
	M1992	1000.00
	M1984	1000.00
	628	1000.00
	M1950	1000.00
	M2003	1000.00
	M1897	1000.00
	M1936	1000.00
	M2016	1000.00
	M1958	1000.00
	M1954	1000.00
	M2011	1000.00
	M1899	1000.00
	M2041	1000.00
	M1778	1000.00
	CC1314	200.00
	CC1391	200.00
	M2046	1000.00
Stewart, Eliza M.	M1864	1000.00
	M1976	1000.00
	D1945	500.00
Stewart, Margaret	D1516	500.00
	M1973	1000.00
	D1519	500.00
	D1537	500.00
	CC1351	200.00
	C847	100.00
Steinmetz, Jos. A.	M1719	1000.00
Marie C. Steinmetz (Com)	M1720	1000.00
Steinmetz, Marie	638	1000.00
	643	1000.00
	651-652	2000.00
	CC1405	200.00
	CC1406	200.00
	CC1407	200.00
	CC1408	200.00
Thomas D. Callahan	M1771	1000.00
Charlotte M. Steinmetz and	M1776	1000.00
Cecelia J. O'Brien, Admin- istrators of the Estate of John T. Steinmetz	M1780	1000.00
	M1900	1000.00
	M1903	1000.00
	M1953	1000.00
	C885	100.00
	D1538	500.00
	CC1410	200.00
	D1539	500.00
	D1540	500.00
	CC1327	200.00
	D1547	500.00
	CC1412	200.00
	C884	100.00
Suiter, Robert M.	M1678	1000.00
	M1996	1000.00
	M1979	1000.00
Supplee, F. M.	D1528	500.00
	M1987	1000.00
	M1938	1000.00
Tripp, Harley and wife	D1525	500.00
	M1956	1000.00

Bondholder	Bond No.	Amount of Bond
Thompson, H. E. and wife	M1773	1000.00
	644	1000.00
	M1970	1000.00
	M1983	1000.00
	M1965	1000.00
	M1999	1000.00
	689	2500.00
Tuckey, Geo. W. (minor)	CC1315	200.00
Tuckey, Earl W.	CC1399	200.00
Welsh, R. F. & M. C.	D1555	500.00
Weissner, J. F.	M1860	1000.00
	CC1333	200.00
	CC1404	200.00
Zurnehl, Laura	CC1311	200.00
	M1971	1000.00
	M2025	1000.00
	M2035	1000.00
	CC1312	200.00
Yuhn, Catherine	M2051	1000.00
	M2052	1000.00

Wherefore, your petitioners pray that an order be passed by this Honorable Court amending the said bill of complaint so as to make the above named bondholders parties defendant to these proceedings, and that they be subjected to the decree to be passed in accordance with the opinion rendered by his Honor, Judge Frank, relative to said agreement.

May It Please Your Honor to grant unto your petitioners the Writ of Subpoena directed to the said

Ackerman, Henry 1101 S. Carey St. Baltimore, Md. William A. Alexander 2741 Fenwick Avenue, Baltimore, Maryland, and Charles E. Alexander 3309 Ailsa Avenue, Baltimore, Maryland. Executors of the Estate of Mary Alexander Arrington, Amos M. & Wife (Carrie O.) 3815 Howard Park Avenue Baltimore, Maryland. Ay. Albert & wife (Katherine) 1732 N. Wolfe Street Baltimore, Maryland Berry, Austin and wife (Minnie) 1726 No. Wolfe Street Baltimore, Maryland Gorrell. Rose V. 2815 Montebello Terrace Baltimore, Maryland Brooks, Samuel A. Parkton, Maryland - Baltimore County Gill, Rufus N., Mrs. Glencoe, Maryland - Baltimore County Cofiell, Della Reisters-town, Maryland - Baltimore County Brooks, G. Irving Chase, Maryland - Baltimore County Bloecher, Henry 1901 Riggs Avenue Baltimore, Maryland Eardley, Beatrice 740 N. Kernwood Avenue Baltimore, Maryland Gorsuch, Lewis A. Glencoe, Maryland - Baltimore County Harris, James M. 2714 Alameda Blvd. Baltimore, Maryland Hearn, Walter A. Estate - Richard B. Adams- Executor 105 E. Pleasant Street Baltimore, Maryland. Hendrickson, Cecilia 1610 N. Milton Avenue Baltimore, Md. Hoopes, Eugene, Estate - D. Hoopes, Executrix 4504 Maine Avenue Baltimore, Maryland Horn, Amanda 3207 Moravia Avenue Baltimore, Maryland Kirchner, John Linden Avenue Relay, Maryland - Baltimore County Kneiling, Christine 1541 N. Bond Street Baltimore, Maryland Landon, W. G. 1801 E. Lafayette Avenue Baltimore, Maryland Lehman, Mary G. Corbett, Maryland - Baltimore County Lurz, John A. & wife (Margaret) 920 N. Milton Avenue Baltimore, Maryland Mitzel, Jose. E. Lilly M. French (Guardian) 1438 N. Eden Street Baltimore, Maryland Mohr, Chas. H. (Trustee) 1825 E. Jefferson St.)Est. of Edw. A. Jones) Baltimore, Md. Newman, H. W. Pier 6, Light St. Baltimore, Md. Pensel, George 2025 East 31st St. Baltimore, Md. Rebman, John & wife (Anna) 1726 N. Washington St. Baltimore, Md. Redman, H.C. 1718 E. Chase St. Baltimore, Md. Schmincke, Katie 2442 Edmondson Ave. Baltimore, Md. Schneider, Katie 700 Wyndhurst Ave. Baltimore, Md.

Schneider, Jacob 3708 Kate Ave. Baltimore, Md. Slimmer, Bertha 3705 Gelston Drive Baltimore, Md. Stewart, Eliza M. 215 East 25th Street Baltimore, Maryland Stewart, Margaret 215 East 25th Street Baltimore, Md. Steinmetz, Jos. A. Marie C. Steinmetz (Com.) 626 St. Johns Road Baltimore, Md. Steinmetz, Marie 626 St. Johns Road Baltimore, Md. Thomas D. Callahan, St. Paul & Pleasant Streets, Baltimore, Md., and Charlotte M. Steinmetz, 3012 Clifton Avenue, Baltimore, Md., and Cecelia J. O'Brien, Administrators of the Estate of John T. Steinmetz Suiter, Robert M. 618 Dolphin St. Baltimore, Md. Supplee, F. M. 15 E. Fayette St. Baltimore, Md. Tripp, Harley and wife (Mary E.) 1709 E. Lafayette Ave. Baltimore, Md. Tuckey, Geo. W. (Minor) 1358 Homestead St. Baltimore, Md. Tuckey, Earl W. 1358 Homestead St. Baltimore, Md. Welsh, R. F. & M. C. 813 Sharp St. Baltimore, Md. Weissner, J. F. Beneficial Ass'n 1842 N. Gay St. Baltimore, Md. Zurnehl, Laura 1737 E. Lanvale St. Baltimore, Md. Yuhn, Catherine 700 Wyndhurst Ave. Baltimore, Md.

commanding them to be and appear in this Court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, &c.

Eugene A. Edgett
Richard D. Biggs
Harry D. Kaufmann
Counsel

William M. Maloy
Receiver for the First Mortgage
Bond Homestead Association, Inc.
First Mortgage Bond Homestead
Association, Inc., Trustee
By - Harry B. Gorrell
President

State of Maryland, City of Baltimore: To wit:

I Hereby Certify, That on this 18th day of February, in the year one thousand nine hundred and thirty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., one of the above named petitioners, and made oath in due form of law that matters and facts set forth in said Petition are true to the best of his knowledge, information and belief..

As Witness my hand and Notarial Seal.

(Seal)

Elizabeth J. Cross

(Place)

Notary Public

ORDER

Ordered, by the Circuit Court of Baltimore City this 20th day of February, 1937, that the above named bondholders of the First Mortgage Bond Homestead Association, Inc. be and the same are hereby made parties to these proceedings, as consolidated, and that the Writ of Subpoena be directed to the above named bondholders as mentioned in the foregoing petition as prayed.

Edwin T. Dickerson

PETITION Filed 1" March 1937

Ex Parte in the Matter of First Mortgage Bond
Homestead Association, Inc., a Body Corporate

Fred M. Supplee, Plaintiff vs.
First Mortgage Bond Homestead Association,
Inc., a body corporate

In The Circuit Court

of

First Mortgage Bond Homestead Association, Inc.,
Trustee, et al. vs.
Mary E. Alexander, et al.

Baltimore City

First Mortgage Bond Homestead Association, Inc.,
Trustee, et al. vs.
Harry B. Gorrell, et al.

Consolidated Cases

To The Honorable, The Judge of Said Court:

The petition of the First Mortgage Bond Homestead Association, Inc., a body corporate, Trustee, and of William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., a body corporate, respectfully shows:

1. That on the 19th day of February, 1937, your petitioners filed their petition in these proceedings requesting that Christine Kneiling, owner of bonds No CC 1313 and C 881 of the said company, in the amounts of \$200.00 and \$100.00 respectively, be made a party to these proceedings in which an order of Court was passed accordingly.

11. That your petitioners have just been advised that the said Christine Kneiling is dead, and under the administration of her estate, the said bonds were distributed unto her daughter, Mary A. Viol, who is now the owner of said bonds.

Wherefore, your petitioners pray that an order be passed by this Honorable Court amending the said petition so as to make Mary A. Viol a party defendant to these proceedings in the place and stead of Christine Kneiling, deceased.

May It Please Your Honor to grant unto your petitioners the Writ of Subpoena directed to the said Mary A. Viol at 1621 North Bond Street, Baltimore, Maryland, commanding her 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 induty bound, etc.

Richard D. Biggs
Attorney for Petitioners

State of Maryland, Baltimore City, To Wit:

I Hereby Certify, That on this 1st day of March, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., one of the above named petitioners, and made oath in due form of law that the matters and facts set forth in said Petition are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Seal) Elizabeth J. Cross
(Place) Notary Public

ORDER

Ordered, by the Circuit Court of Baltimore City, this 1st day of March, 1937, that the above named Mary A. Viol, bondholder of the First Mortgage Bond Homestead Association, Inc., be and she is hereby made party defendant to these proceedings, as consolidated, and that the Writ of Subpoena be directed to the said Mary A. Viol as mentioned in the foregoing petition as prayed.

George A. Solter
Judge

ANSWER Filed 8" March 1937

Ex Parte In The Matter of First Mortgage Bond Homestead Association, Inc., a body corporate

In The Circuit Court

Fred M. Supplee, Plaintiff vs.
First Mortgage Bond Homestead Association, Inc.,
a body corporate

of

First Mortgage Bond Homestead Association, Inc.,
Trustee, et al. vs.
Mary E. Alexander, et al.

Baltimore City

First Mortgage Bond Homestead Association, Inc.,
Trustee, et al. vs.
Harry B. Gorrell, et al.

Consolidated Cases

To The Honorable, The Judge of Said Court:

The joint answer of John Rebman and Anna Rebman, his wife, who, by the order of this Honorable Court dated the 20th day of February, 1937, were made parties defendant in the above entitled consolidated causes, respectfully shows:

First: That your Respondents as bondholders of First Mortgage Bond Homestead Association, Inc., entered into the agreement of bondholders of said corporation, referred to in the first paragraph of the petition, filed in the proceedings in said causes, on the 20th day of February, 1937, by the First Mortgage-Bond Homestead Association, Inc., a body corporate, Trustee, et al.

Second: That your Respondents understand that it was the desire of the Trustee ~~and Trustee~~ and Receiver of said First Mortgage-Bond Homestead Association, Inc. to liquidate the assets of said corporation and your Respondents say that in their opinion it would be to the interests of said corporation and those interested therein if said assets were liquidated.

Third: That your Respondents are the holders of the following bonds of First Mortgage-Bond Homestead Association, Inc., to wit: Bonds numbered M-1835, M-1951, M-1797 and M-2005, each in the denomination of \$1,000. and bond numbered D-1529 in the denomination of \$500.

Fourth: That except as hereinbefore specifically admitted or averred, your Respondents neither admit nor deny the allegations and averments set forth in the various Petitions or Bills of Complaint filed in the said consolidated causes, but demand and throw the Complainants in said Petition and Bills upon full and strict proof thereof.

And now having answered the Petitions or Bills of Complaint filed in said consolidated causes, as your Respondents are advised is necessary for them to answer, your Respondents submit themselves to such decree in the premises as may seem right and proper to this Honorable Court.

And as in Duty bound, etc.

John Rebman
Anna Rebman
Defendants
George F. Flentje, Jr.
Solicitor for Defendants

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify that there appeared this 4th day of March, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid John Rebman and Anna Rebman, his wife, and they each made oath in due form of law that the matter and facts in the foregoing answer contained are true to the best of their knowledge, information and belief.

Witness my hand and Notarial Seal.

(Seal)

George F. Flentje, Jr.

(Place)

Notary Public

ANSWER Filed 9th March 1937

Ex Parte In The Matter of First Mortgage Bond
Homestead Association, Inc., a body corporate

In The Circuit Court
of Baltimore City

Consolidated Cases

To The Honorable, The Judge of Said Court:

The Answer of George Pemsel, by Preston A. Pairo, his attorney, to the Petition heretofore filed in these proceedings, respectfully shows:

1. That he neither admits nor denies the allegations contained in paragraphs One, Two, Three and Four of said Bill of Complaint; and demands full, formal, and strict proof thereof.

George Pemsel

Preston A. Pairo
Attorney for George Pemsel.ANSWER Filed 11" March 1937Ex Parte In The Matter of First Mortgage Bond
Homestead Association, Inc., a body corporate

In The Circuit Court

Fred M. Supplee, Plaintiff vs.
First Mortgage Bond Homestead Association, Inc.,
a body corporate

of

First Mortgage Bond Homestead Association, Inc.,
Trustee, et al. vs.
Mary E. Alexander, et al.

Baltimore City

First Mortgage Bond Homestead Association, Inc.,
Trustee, et al. vs.
Harry B. Gorrell, et al.

Consolidated Cases

To The Honorable, The Judge of Said Court:

The Answer of Carrie O. Arrington to the petition of William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., and the First Mortgage Bond Homestead Association, Inc., Trustee, against her and others exhibited, respectfully shows:

1. That your respondent was joint owner of the following bonds of said Association along with her husband, Amos M. Arrington, as alleged in said petition:

M 1818	\$1000.00
M 1819	1000.00
D 1513	500.00

11. That your respondent admits that she, along with her husband, Amos M. Arrington, signed the agreement of April, 15, 1934, referred to in said petition.

111. That the said Amos M. Arrington died, and your respondent is now the absolute owner and holder of the bonds above referred to.

As to all other matters and facts set forth in said petition, your respondent having no knowledge thereof can neither admit nor deny the same but submits to the passage of whatever decree the Court may seem proper but reserving, however, the right to except to the auditor's account to be filed in the proceedings in this case.

Carrie O. Arrington

Respondent

William H. Medders Attorney for Respondent

State of Maryland, Baltimore City, To Wit:

I Hereby Certify, That on this 6th day of March, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Carrie O. Arrington, the respondent in the above entitled case, and made oath in due form of law that the matters and facts set forth in the foregoing Answer are true to the best of her knowledge and belief.

As Witness my hand and Notarial Seal.

(Seal) Mary F. House

My commission expires May 3, 1937

(Place) Notary Public

ANSWER Filed 11" March 1937Ex Parte In The Matter of First Mortgage Bond
Homestead Association, Inc., a body corporate

In The Circuit Court

Fred M. Supplee, Plaintiff vs.
First Mortgage Bond Homestead Association, Inc.,
a body corporate

of Baltimore City

Consolidated Cases

To The Honorable, The Judge of Said Court:

The Answer of G. Irving Brooks to the petition of William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., and the First Mortgage Bond Homestead Association, Inc., Trustee, against him and others exhibited, respectfully shows:

1. That he admits he is the owner of the following bonds of the said Association as alleged in said petition:

M 1777	\$1000.00
M 2028	1000.00
629	1/5 interest or \$400.00

11. That he admits that he signed the agreement of April 15, 1934, referred to in said petition.

As to all other matters and facts set forth in said petition, your respondent having no knowledge thereof can neither admit nor deny the same but submits to the passage of whatever decree the Court may seem proper.

William H. Medders
Attorney for Respondent

State of Maryland, Baltimore City, To Wit:

I Hereby Certify, That on this 8th day of March, 1937 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared G. Irving Brooks, the respondent in the above entitled case, and made oath in due form of law that the matters and facts set forth in the foregoing Answer are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Seal) Elizabeth J. Cross
(Place) Notary Public

ANSWER Filed 11" March 1937

Ex Parte In The Matter of First Mortgage Bond Homestead Association, Inc., a body corporate

Fred M. Supplee, Plaintiff vs.
First Mortgage Bond Homestead Association, Inc.,
a body corporate

First Mortgage Bond Homestead Association, Inc.,
Trustee, et al. vs.
Mary E. Alexander, et al.

First Mortgage Bond Homestead Association, Inc.,
Trustee, et al. vs.
Harry B. Gorrell, et al.

In The Circuit Court

of

Baltimore City

Consolidated Cases

To The Honorable, The Judge of Said Court:

The Answer of H. E. Thompson and Olive Thompson, his wife, to the petition of William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., and the First Mortgage Bond Homestead Association, Inc., Trustee, against them and others exhibited, respectfully shows:

1. That they admit they are the owners of the following bonds of the said Association as alleged in said petition:

M 1773	\$1000.
644	1000.
M 1970	1000.
M 1983	1000.
M 1965	1000.
M 1999	1000.
689	2500.

11. That they admit that they signed the agreement of April 15, 1934, referred to in said petition.

As to all other matters and facts set forth in said petition, your respondents having no knowledge thereof can neither admit nor deny the same but submit to the passage of whatever decree the Court may seem proper.

William H. Medders

Attorney for respondents

H. E. Thompson

Olive M. Thompson

Respondents

State of New York, Orange County, To Wit:

I Hereby Certify, That on this 4th day of March, 1937, before me, the subscriber, a Notary Public of the State of New York, in and for the county aforesaid, personally appeared H. E. Thompson, one of the respondents in the above entitled case, and made oath in due form of law that the matters and facts set forth in the foregoing Answer are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Seal)

A. Louis Rubin

(Place)

Notary Public

Com. expires 3/30/38

Orange County, N. Y.

PETITION Filed 16" March 1937

Ex Parte In The Matter of First Mortgage Bond
Homestead Association, Inc., a body corporate,

In The Circuit Court

of Baltimore City

Fred M. Supplee, Plaintiff, vs.
First Mortgage Bond Homestead Association, Inc.,
a body corporate, Defendant,

In The Circuit Court

of Baltimore City

To The Honorable, The Judge of said Court:

The petition of William M. Maloy, Receiver, respectfully represents:

1. That as the Court has heretofore been advised, your petitioner as Receiver holds title to a large tract of land located at Horn Point, Anne Arundel County, Maryland, divided into building lots.

11. That heretofore your petitioner has sold various lots out of the tract under separate orders of this Court.

111. That your petitioner has received an offer from Albert J. Droll, and Frances Y. Lizal Droll, his wife, of \$400.00 cash for lot No. 3, Plat A. with the understanding that all expenses including taxes be adjusted to the date of settlement, and subject to the usual broker's commission.

1V. That the offer received by your petitioner appears to be a fair one and your petitioner believes that it would be wise and expedient to dispose of the said lot and accept the said offer which has been received in view of the large number of properties owned by the defendant corporation and the difficulty of disposing of their properties at any fair figure in any manner except at private sale.

Wherefore, your petitioner prays this Honorable Court to pass an order authorizing and empowering him to sell the aforesaid property at private sale and for the price and upon the terms herein mentioned unto Albert J. Droll and Frances Y. Lizal Droll, his wife.

William M. Maloy

William Milnes Maloy

Petitioner

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 15th day of March, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Seal)

John McCullough

(Place)

Notary Public

CERTIFICATE

We, the undersigned, real estate brokers located in Anne Arundel County, do hereby certify that we have examined Lot No. 3, Plat A. Horn Point, described in the foregoing petition, and in our opinion the price named for said lot is a fair one and all that said property is reasonably worth.

Carey L. Meredith

James H. Murray

ORDER

Upon the foregoing petition, affidavit and certificates, it is this 16th day of March, 1937, by the Circuit Court of Baltimore City,

Ordered, That William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., be and he is hereby authorized to sell at private sale unto Albert J. Droll and Frances Y. Lizal Droll, his wife, at and for the sum of Four Hundred Dollars cash, lot No. 3, Plat A, Horn Point, Anne Arundel County, Maryland, mentioned in said petition, and with all expenses upon the property to be adjusted to the date of settlement, and subject to the usual broker's commissions; and

It Is Further Ordered, That said Receiver be and he is hereby authorized to execute a deed for said lots to the said Albert J. Droll and Frances Y. Lizal Droll, his wife, upon receipt of the net purchase money; It Is Further Ordered, That said Receiver shall report said sale to this Court for ratification thereof.

George A. Solter Judge

REPORT OF SALE Filed 17th March 1937

Ex Parte In The Matter of First Mortgage Bond Homestead Association, Inc., a body corporate,

In The Circuit Court of Baltimore City

Fred M. Supplee, Plaintiff, vs.
First Mortgage Bond Homestead Association, Inc.,
a body corporate, Defendant,

In The Circuit Court of Baltimore City

To The Honorable, The Judge of Said Court:

The Report of Sale of William M. Maloy, Receiver for the First Mortgage Bond Homestead Association, Inc., respectfully shows:

That pursuant to the authority conferred upon him by an order of this Court dated the 16th day of March, 1937, he sold unto Albert J. Droll and Frances Y. Lizal Droll, his wife, for \$400.00 cash, subject to the usual broker's commission to Charles F. Lee, the following described property:

Being lot 3, Plat A, Anne Arundel County, Maryland, in fee simple, and being also one of the lots described in a deed from Linwood L. Clark and wife to the First Mortgage Bond Homestead Association, Inc., dated the 7th day of September, 1934, and duly recorded among the Land

Records of Anne Arundel County.

William M. Maloy

William Milnes Maloy
Receiver

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 15th day of March, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, 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 was fairly made.

As Witness my hand and Notarial Seal.

(Seal) John McCullough

(Place) Notary Public

ORDER NISI Filed 17th March 1937

Ex Parte In the Matter of First Mortgage Bond
Homestead Ass'n., In.

In The Circuit Court

Fred M. Supplee vs.
First Mortgage Bond Homestead Association, Inc.

of
Baltimore City

Ordered, by the Circuit Court of Baltimore City this 17th day of March, 1937, that the private Sale of the property mentioned in these proceedings, made and reported by William M. Maloy, Receiver, be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 17th day of April, 1937. 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 10th day of April, 1937.

The Report states the amount of private sale to be \$400.00

George A. Solter

ANSWER Filed 19th March 1937

Ex Parte In The Matter of First Mortgage Bond
Homestead Association, Inc., a body corporate

In The Circuit Court of

Fred M. Supplee, Plaintiff vs.
First Mortgage Bond Homestead Association, Inc.,
A body corporate

Baltimore City

First Mortgage Bond Homestead Association, Inc.,
Trustee, et al. vs.
Mary E. Alexander, et al.

In the Circuit Court of

Baltimore City

First Mortgage Bond Homestead Association, Inc.,
Trustee, et al. vs.
Harry B. Correll, et al.

Consolidated Cases

To The Honorable, The Judge of Said Court:

The Answer of William A. Alexander and Charles E. Alexander, Executors of the Last Will and Testament of Mary E. Alexander, deceased, to the Petition of the First Mortgage Bond Homestead Association, Inc., a body corporate, Trustee, and William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., a body corporate, filed on or about February 27, 1937, respectfully shows:

1. They neither admit nor deny the allegations set forth in Paragraph 1, 2, 3, and 4 in said Petition, and they demand such proof thereof as may be proper and submit their rights to the determination of this Court.

And as in duty bound, etc.

J. Calvin Carney
Solicitor for said Defendants.

Wm. A. Alexander
Chas. E. Alexander
Defendants

ANSWER Filed 19" March 1937

Ex Parte In The Matter of First Mortgage Bond
Homestead Association, Inc, a body corporate

In The Circuit Court

Fred M. Supplee, Plaintiff vs.
First Mortgage Bond Homestead Association, Inc., A
body corporate

of Baltimore City

First Mortgage Bond Homestead Association, Inc.,
Trustee, et al. vs.
Mary E. Alexander, et al.

In The Circuit Court
of Baltimore City

First Mortgage Bond Homestead Association, Inc.,
Trustee, et al. vs.
Harry B. Gorrell, et al.

Consolidated cases

To The Honorable, The Judge of Said Court:

The Answer of William A. Alexander and Charles E. Alexander, Executors of the Last Will and Testament of Mary E. Alexander, deceased, to the Petition of the First Mortgage Bond Homestead Association, Inc., a body corporate, Trustee, and William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., a body corporate, filed on or about February 27, 1937, respectfully shows:

1. They neither admit nor deny the allegations set forth in Paragraph 1, 2, 3, and 4 in said Petition, and they demand such proof thereof as may be proper and submit their rights to the determination of this Court.

And as in duty bound, etc.

J. Calvin Carney

Solicitor for said Defendants.

Wm. A. Alexander

Chas. E. Alexander

Defendants.

ANSWER Filed 22" March 1937

Ex Parte in the Matter of First Mortgage Bond
Homestead Association, Inc., a body corporate

In The Circuit Court

Fred M. Supplee, Plaintiff vs.
First Mortgage Bond Homestead Association, Inc.,
a body corporate

of Baltimore City

First Mortgage Bond Homestead Association, Inc.,
Trustee, et al. vs.
Mary E. Alexander, et al.

Consolidated Cases

First Mortgage Bond Homestead Association, Inc.,
Trustee, et al. vs.
Harry B. Gorrell, et al.

To The Honorable, The Judge of Said Court:

Now comes Walter G. Landon (who has been made a party Defendant in these proceedings by Order of this Court ordered February 19, 1937) and for Answer to the Petition, says:

That he admits he became the owner of a Thousand Dollar Bond No. M 1719, as set forth and mentioned in said Petition, which said bond was covered by a mortgage on property located in Baltimore County, which said property was owned by John G. Luecking and wife.

That sometime in 1933 the said Luecking and wife, desiring to pay off the balance of said mortgage and obtain a release thereof, paid to your Respondent, the said William G. Landon, forty per cent of the face value of his bond, or Four Hundred Dollars.

That thereafter the said bond M 1719 was filed as a claim on behalf of the said W. G. Landon (to the extent of sixty per cent of its face value, or Six Hundred Dollars) in the case of Schneider vs. First Mortgage Bond Homestead Association in the Circuit Court No. 2 of Baltimore City, Docket 41A, Folio 664; that subsequent to the Petition and Order of Court, making this Respondent a party Defendant in these proceedings, your Respondent, together with others,

on March 11th, by Petition and Order of Court filed said bond No. M 1719 in these proceedings so that the Trustee and Receiver may now accomplish their desired purpose of liquidating the assets insofar as this Respondent is concerned.

That as to all other matters in said Petition alleged, your Respondent has no knowledge and therefore can neither admit nor deny the same.

Walter G. Landon

Defendant.

Wm. N. McFaul

Attorney for Walter G. Landon

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify, That on this 19th day of March, in the year one thousand nine hundred and thirty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Walter G. Landon and made oath in due form of law that the foregoing Answer is true to his best knowledge and belief.

As Witness my hand and Notarial Seal.

(Seal)

Frieda M. Kemmet

(Place)

Notary Public

ANSWER Filed 22" March 1937

Ex Parte In The Matter of First Mortgage Bond
Homestead Association, Inc., A body corporate

In The Circuit Court

Fred M. Supplee, Plaintiff vs.
First Mortgage Bond Homestead Association, Inc.,
A body corporate

of Baltimore City

First Mortgage Bond Homestead Association, Inc.,
Trustee, et al. vs.
Mary E. Alexander, Et Al.

First Mortgage Bond Homestead Association, Inc.,
Trustee, et al. vs.
Harry B. Gorrell, et al.

Consolidated Cases

To The Honorable, The Judge of Said Court:

The answer of Laura Zurmehl to the Petition of the First Mortgage Bond Homestead Association, Inc., a body corporate, Trustee, and of William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., a body corporate against her and others exhibited, respectfully shows:

First: That she admits she is the owner of the following bonds of said Association as alleged in said Petition:

Bond No.	Amount of Bond
CC1311	\$200.00
M1971	1000.00
M2025	1000.00
M2035	1000.00
CC1312	200.00

Second: That she admits that she signed the agreement of April 15th, 1934 referred to in said Petition.

Third: As to all other matters and facts set forth in said Petition your Respondent having no knowledge thereof can neither admit nor deny the same, but submits to the passage of whatever Decree the Court may deem proper.

And as in duty bound, etc.

Charles C. Williams

Solicitor for Respondent

Laura Zurmehl

Respondent

ANSWER Filed 22" March 1937

Ex Parte In The Matter of First Mortgage Bond
Homestead Association, Inc., A Body Corporate

In The Circuit Court

Fred M. Supplee, Plaintiff vs.
First Mortgage Bond Homestead Association, Inc.,
A body corporate

of Baltimore City

First Mortgage Bond Homestead Association, Inc.,
Trustee, et al. vs.
Mary E. Alexander, et al.

In The Circuit Court

of Baltimore City

First Mortgage Bond Homestead Association, Inc.,
Trustee, et al. vs.
Harry B. Gorrell, et al.

To The Honorable, The Judge of the Said Court:

The Answer of Robert M. Suiter to the Petition of The First Mortgage Bond Homestead Association, Inc., a body corporate, Trustee, and of William M. Maloy, Receiver of The First Mortgage Bond Homestead Association, Inc., a body corporate, respectfully shows:-

1. That he neither admits nor denies the allegations contained in Paragraphs 1, 11 and 111 of the said Petition, but demands strict proof thereof;

2. That he denies the allegation contained in Paragraph 1V of the said Petition that he is the owner of Bonds numbered M1678, M1996 and M1979, but alleges that by a Deed of Trust dated the 6th day of January, 1932 and recorded among the Land Records of Baltimore City in Liber S. C.L. No. 5276, folio 492, etc., the title to the said Bonds was transferred by him to Linwood L. Clark upon certain trusts as therein set forth and alleges further that by a Petition filed in this Honorable Court on or about the 20th day of March, 1936, the said Linwood L. Clark did pray that he might be relieved and discharged from the said trust and that a substituted trustee be appointed in his place, but that no substituted trustee has yet been so appointed.

3. That he has no knowledge as to who the other bondholders are and, therefore, as to the remaining allegations contained in Paragraph 1V, aforesaid, he neither admits nor denies the same but puts the Petitioner upon strict proof thereof.

Wherefore having fully answered the said Petition, he prays that he may be dismissed hence with his costs,

And as in duty bound, etc.,

Robert M. Suiter

J. Britain Winter

Respondent

Attorney for Respondent.

ANSWER Filed 23" March 1937

Ex Parte In The Matter of First Mortgage Bond
Homestead Association, Inc., A Body Corporate

In The Circuit Court

Fred M. Supplee, Plaintiff vs.
First Mortgage Bond Homestead Association, Inc.,
a body corporate

of Baltimore City

First Mortgage Bond Homestead Association, Inc.,
Trustee, et al. vs.
Mary E. Alexander, et al.

In The Circuit Court

of Baltimore City

First Mortgage Bond Homestead Association, Inc.,
Trustee, et al. vs.
Harry B. Gorrell, et al.

Consolidated Cases

To The Honorable, The Judge of Said Court:

The Answer of Irma Schmincke, improperly styled in petition and summons as "Katie" Schmincke, who, by the order of this Honorable Court dated the 20th day of February, 1937,

was made a party defendant in the above entitled consolidated causes, respectfully shows:

First: That your respondent as a bondholder of First Mortgage Bond Homestead Association, Inc. entered into the agreement of bondholders of said corporation during the early part of 1934, which agreement is referred to in the first paragraph of the petition filed in the proceedings in said causes on the 20th day of February, 1937, by the First Mortgage-Bond Homestead Association, Inc., a body corporate, Trustee, et al.

Second: That your Respondent understands and believes that it was the desire of the Trustee and the Receiver of said First Mortgage-Bond Homestead Association, Inc. to liquidate the assets of said corporation, and your Respondent says that in her opinion it would be to the best interests of said corporation and all those interested therein if said assets were liquidated.

Third: That your Respondent is the holder of the following bonds of First Mortgage-Bond Homestead Association, Inc., to wit: Bonds numbered CC-1330, CC- 1400, CC-1401 and CC-1402, each in the denomination of Two Hundred Dollars (\$200.00).

Fourth: That, except as hereinbefore specifically admitted or averred, your Respondent neither admits nor denies the allegations and averments set forth in the various Petitions or Bills of Complaint filed in the said consolidated causes, but demands and throws the complainants in said Petition and Bills upon full and strict proof thereof.

And Now, having answered the Petitions or Bills of Complaint filed in said consolidated causes, as your Respondent is advised is necessary for her to answer, your Respondent submits herself to such decree in the premises as may seem right and proper to this Honorable Court.

And as in duty bound, &c.

Wm. H. Eichhorn, Jr.

Irma Schmincke

James K. Eagan, Jr.

Defendant

Solicitors for Defendant.

State of Maryland: City of Baltimore: SS

I Hereby Certify, That there appeared this 22nd day of March, 1937, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, Irma Schmincke, who made oath in due form of law that the matter and facts in the foregoing Answer contained, are true to the best of her knowledge, information and belief.

Witness my hand and notarial Seal.

(Seal)

M. G. Lee

(Place)

Notary Public

ANSWER Filed 23" March 1937

Ex Parte In The Matter of First Mortgage Bond
Homestead Association, Incorporated, A body corporate

In The Circuit Court

Fred M. Supplee, Plaintiff vs.
First Mortgage Bond Homestead Association,
Incorporated, A Body Corporate

of Baltimore City

First Mortgage Bond Homestead Association,
Incorporated, Trustee, et al. vs.
Mary E. Alexander, et al.

In The Circuit Court

of Baltimore City

First Mortgage Bond Homestead Association,
Incorporated, Trustee, et al. vs.
Harry B. Gorrell, et al.

Consolidated Cases

To The Honorable The Judge of Said Court:

The Answer of Henry Bloecher, one of the parties

defendant in the above entitled case, under Order of Court dated February 20th, 1937 respectfully shows:-

1.- That this respondent understands that the Trustee and Receiver of the said First Mortgage Bond Homestead Association, Incorporated, desire to liquidate the assets of the said Corporation.

2. - That your respondent is the holder of a One Thousand Dollar (\$1000.00) Bond of the said First Mortgage Bond Homestead Association, Incorporated, the same being bond No. M 1969.

3. - That your respondent neither admits nor denies the allegations set forth in the various petitions and bills of complaint filed in said consolidated cases, but requires full proof thereof.

And Having fully answered the said petitions or bills of complaint filed in the said consolidated cases, your respondent submits to such decree in the premises as may seem right and proper to this Honorable Court.

And as in duty bound, etc.

Chester A. Albrecht
Solicitor for Defendant

Henry Bloecher
Defendant

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify, That on this twenty-third day of March, 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 aforesaid, personally appeared Henry Bloecher, the defendant above named, and made oath in due form of law that the facts and matters above set forth are true to the best of his knowledge, information and belief.

As Witness My hand and Notarial Seal.

(Seal)

Olive B. Shockey

(Place)

Notary Public

PETITION Filed 24" March 1937

Ex Parte In The Matter of First Mortgage Bond
Homestead Association, Inc., a body corporate

In The Circuit Court
of Baltimore City

Fred M. Supplee, Plaintiff vs.
First Mortgage Bond Homestead Association, Inc.,
a body corporate

.Consolidated Cases

To The Honorable, The Judge of Said Court:

The petition of the First Mortgage Bond Homestead Association, Inc., a body corporate, Trustee, and of William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., a body corporate, respectfully shows:

1. That heretofore your petitioners filed their petition against Thomas D. Callahan, Charlotte M. Steinmetz and Cecelia J. O'Brien, Administrators of the Estate of John F. Steinmetz requesting that they be made parties defendant in the above entitled case.

11. That your petitioners have just been advised that the Estate of John F. Steinmetz has been settled and an auditor's account filed therein, and all of the bonds belonging to the said estate were distributed unto Charlotte M. Steinmetz, Guardian for Frances G. Steinmetz, John Steinmetz, Jr., Joseph A. Steinmetz and Elaine Steinmetz, infant children of the said John F. Steinmetz, deceased, and Charlotte M. Steinmetz.

111. That your petitioners are advised that they are entitled to have the said Charlotte

M. Steinmetz, Guardian for Frances G. Steinmetz, John Steinmetz, Jr., Joseph A. Steinmetz and Elaine Steinmetz made a party defendant to these proceedings.

Wherefore, your petitioners pray that an order may be passed by this Honorable Court amending the said petition so as to make the above named Charlotte M. Steinmetz, Guardian as aforesaid, party defendant to these proceedings, and that she may be subjected to the decree to be passed in accordance with the opinion rendered by His Honor, Judge Frank, relative to a certain agreement filed in these proceedings.

May It Please Your Honor to grant unto your petitioners the writ of subpoena directed to the said Charlotte M. Steinmetz, Guardian for Frances G. Steinmetz, John Steinmetz, Jr., Joseph A. Stienmetz and Elaine Steinmetz, commanding her to be and appear in this Court at some certain date 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.

Eugene A. Edgett

Richard D. Biggs

Harry D. Kaufman

Counsel for Petitioners

State of Maryland, Baltimore City, To Wit:

I Hereby Certify, That on this 24th day of March, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge and belief,

As Witness my hand and Notarial Seal.

(Seal)

Elizabeth J. Cross

(Place)

Notary Public

ORDER

Upon the foregoing petition and affidavit, it is this 24 day of March, 1937, by the Circuit Court of Baltimore City,

Ordered, That Charlotte M. Steinmetz, Guardian for Frances G. Steinmetz, John Steinmetz, Jr., Joseph A. Steinmetz and Elaine Steinmetz, be and she is hereby made a party defendant to these proceedings as consolidated, and that the writ of subpoena be directed to her as mentioned in the foregoing petition as prayed.

George A. Solter

Judge

ANSWER Filed 27th March 1937

Ex-Parte in the matter of First Mortgage Bond
Homestead Association, Inc., a body corporate

In The Circuit Court
of Baltimore City

To the Honorable, the Judge of said Court:

The Answer of Charlotte M. Steinmetz, Guardian of Frances G. Steinmetz, John Steinmetz, Jr., Joseph A. Steinmetz and Elaine Steinmetz, infant children of John F. Steinmetz, deceased, to the Petition filed herein against her, and the Order of Court passed therein dated February 19, 1937, respectfully shows:

(1) That she can neither admit nor deny the allegations contained in Paragraphs 1, 2 and 3 of said Bill of Complaint.

(4) Answering the Fourth paragraph your Respondent admits that she owns the Bonds enumerated therein.

Having fully answered said Bill of Complaint your Respondent submits to such Decree as the Court may deem right and proper in the premises.

And as in duty bound, etc.,

Charlotte M. Steinmetz
Guardian - Respondent.

Walter I. Wells
Solicitor for Respondent.

DECREE PRO CONFESSO Filed 29" March 1937

Ex Parte in the Matter of First Mortgage Bond
Homestead Association, Inc., a body corporate

In The Circuit Court

Fred M. Supplee, Plaintiff vs.
First Mortgage Bond Homestead Association,
Inc., a body corporate

of Baltimore City

Consolidated Cases

The Defendants:

Henry Ackerman, Albert Ay and Katherine Ay, his wife, Austin Berry and Minnie Berry, his wife, Rose V. Gorrell, Mrs. Rufus N. Gill, Della Cofiell, Beatrice Eardley, Lewis A. Gorsuch, James M. Harris, Richard B. Adams, Executor of the Estate of Walter A. Hearn, Cecilia Hendrickson, Annie D. Hoopes, Executrix of the Estate of Eugene Hoopes, Amanda Horn, John Kirchner, Mary A. Viol, Mary G. Lehman, John A. Lurz and Margaret Lurz, his wife, Joseph E. Mitzel, Lilly M. French, Guardian, Charles H. Mohr, Trustee of the Estate of Edward A. Jones, H. W. Newman, H. C. Redman, Katie Schneider, Jacob Schneider, Bertha Slimmer, Eliza M. Stewart, Margaret Stewart, F. M. Supplee, Harley Tripp and Mary A. Tripp, his wife, George W. Tuckey, (Minor), Earl W. Tuckey, R. F. and M. C. Welsh, J. F. Weissner Beneficial Association, Catherine Yuhn,

and having failed to appear thereto having been duly summoned to appear to the Bill of Complaint and the amendment thereto, according to the exigency of the writ.

It is thereupon this 29th day of March, 1937, by the Circuit Court of Baltimore City,

ADJUDGED, ORDERED AND DECREED, That the complainants are entitled to relief in the premises, and that the Bill of Complaint and the amendment thereto be and is hereby taken pro confesso against said defendants.

George A. Solter
Judge.

PETITION Filed 12" April 1937

Ex Parte In The Matter of First Mortgage Bond
Homestead Association, Inc., a body corporate,

In The Circuit Court
of Baltimore City

Fred M. Supplee, Plaintiff, vs.
First Mortgage Bond Homestead Association, Inc., a
body corporate, Defendant,

In The Circuit Court
of Baltimore City
Consolidated Cases

To The Honorable, The Judge of said Court:

The petition of William M. Maloy, Receiver, respectfully represents:

1. That as the Court has heretofore been advised, your petitioner as Receiver, holds title to a large tract of land located at Horn Point, Anne Arundel County, Maryland, divided into building lots.

11. That heretofore your petitioner has sold various lots out of the tract under separate orders of this Court.

111. That your petitioner has received an offer from Linwood L. Clark of \$1100.00 cash for lots No. 35, 37 and 39, Plat B, with the understanding that all expenses including taxes

be adjusted to the date of settlement, and subject to the usual broker's commission.

1V. That the offer received by your petitioner appears to be a fair one and your petitioner believes that it would be wise and expedient to dispose of the said lots and accept the said offer which has been received in view of the large number of properties owned by the defendant corporation and the difficulty of disposing of their properties at any fair figure in any manner except at private sale.

Wherefore, your petitioner prays this Honorable Court to pass an order authorizing and empowering him to sell the aforesaid property at private sale and for the price and upon the terms herein mentioned unto Linwood L. Clark.

William M. Maloy
Petitioner

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 10th day of April, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Seal) John McCullough
(Place) Notary Public

CERTIFICATE

We, the undersigned, real estate brokers located in Anne Arundel County, do hereby certify that we have examined Lots No. 35, 37 and 39, Plat B. Horn Point, described in the foregoing petition, and in our opinion the price named for said lot is a fair one and all that said property is reasonably worth.

L. L. Monnett, Jr.
Fred Schoen

ORDER

Upon the foregoing petition, affidavit and certificate, it is this 12th day of April, 1937, by the Circuit Court of Baltimore City,

Ordered, That William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., be and he is hereby authorized to sell at private sale unto Linwood L. Clark at and for the sum of \$1100.00 cash, lots No. 35, 37 and 39, Plat B, Horn Point, Anne Arundel County, Maryland, mentioned in said petition, and with all expenses upon the property to be adjusted to the date of settlement, and subject to the usual broker's commissions; and

It Is Further Ordered, That said Receiver be and he is hereby authorized to execute a deed for said/Linwood L. Clark upon receipt of the net purchase money; and

It Is Further Ordered, That said Receiver shall report said sale to this Court for ratification thereof.

Edwin T. Dickerson
Judge

REPORT OF SALE Filed 12" April 1937

Ex Parte In The Matter of First Mortgage Bond Homestead Association, Inc., a body corporate,

Fred M. Supplee, Plaintiff, vs.
First Mortgage Bond Homestead Association, Inc., a body corporate, defendant,

In The Circuit Court of Baltimore City

In The Circuit Court of Baltimore City Consolidated Cases

To The Honorable, The Judge of Said Court:

The Report of Sale of William M. Maloy, Receiver for the First Mortgage Bond Homestead Association, Inc., respectfully shows:

That pursuant to the authority conferred upon him by an order of this Court dated the 12th day of April, 1937, he sold unto Linwood L. Clark, for \$1100.00 cash, subject to the usual broker's commission to Charles F. Lee, the following described property.

Being Lots No. 35, 37 and 39, Plat " B", Anne Arundel County, Maryland, in fee simple , and being also three of the lots in a deed from Linwood L. Clark and wife to the First Mortgage Bond Homestead Association, Inc., dated the 7th day of September, 1934, and duly recorded among the Land Records of Anne Arundel County.

William Maloy
Receiver

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 10th day of April, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, 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 was fairly made.

As Witness my hand and Notarial Seal.

(Seal) John McCullough
(Place) Notary Public

ORDER NISI Filed 12" April 1937

Ex Parte In the Matter of First Mortgage Bond Homestead Ass'n., Inc.,

In The

Circuit Court of

Fred M. Supplee vs.
First Mortgage Bond Homestead Ass'n., Inc.,

Baltimore City

Ordered, by the Circuit Court of Baltimore City this 12th day of April, 1937, that the private Sale of the property mentioned in these proceedings, made and reported by William M. Maloy, Receiver be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 12th day of May, 1937 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 May, 1937.

The Report states the amount of private sale to be \$1100.00

Edwin T. Dickerson

PETITION Filed 12" April 1937

Ex Parte In The Matter of First Mortgage Bond Homestead Association, Inc., a body corporate,

In The Circuit Court of Baltimore City

Fred M. Supplee, Plaintiff, vs.
First Mortgage Bond Homestead Association, Inc.,
a body corporate, Defendant,

In The Circuit Court of Baltimore City

To The Honorable, The Judge of Said Court:

The petition of William M. Maloy, Receiver, respectfully represents:

1. That as the Court has heretofore been advised, your petitioner as receiver, holds title to a large tract of land located at Horn Point, Anne Arundel County, Maryland, divided into building lots.

11. That heretofore your petitioner has sold various lots out of the tract under separate orders of this Court.

111. That your petitioner has received an offer from J. Willis Martin of \$400.00 cash for lot No. 38, Plat B, and the un-numbered lot at the end of Beach Avenue shown on said plat, with the understanding that all expenses including taxes be adjusted to the date of settlement, and subject to the usual broker's commission.

IV. That the offer received by your petitioner appears to be a fair one and your petitioner believes that it would be wise and expedient to dispose of the said lots and accept the said offer which has been received in view of the large number of properties owned by the defendant corporation and the difficulty of disposing of their properties at any fair figure in any manner except at private sale.

Wherefore, your petitioner prays this Honorable Court to pass an order authorizing and empowering him to sell the aforesaid property at private sale and for the price and upon the terms herein mentioned unto J. Willis Martin.

William M. Maloy
Petitioner

State of Maryland, Baltimore City, to wit:

I Hereby Certify, That on this 10th day of April, 1937, before me, the subscriber, a Notary public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Seal) John McCullough
(Place) Notary Public

CERTIFICATE

We, the undersigned, real estate brokers located in Anne Arundel County, do hereby certify that we have examined Lot No. 38, Plat B. Horn Point, and the unnumbered lot at the end of Beach Avenue shown on said Plat B of Horn Point, described in the foregoing petition, and in our opinion the price named for said lots is a fair one and all that said property is a reasonably worth.

L. L. Monnett, Jr.
Fred Schoen

ORDER

Upon the foregoing petition, affidavit and certificate, it is this 12th day of April, 1937, by the Circuit Court of Baltimore City,

Ordered, That William M. Maloy, Receiver of the First Mortgage Bond-Homestead Association, Inc., be and he is hereby authorized to sell at private sale unto J. Willis Martin, at and for the sum of Four Hundred Dollars cash, lot No. 38 on Plat B, Horn Point, and the un-numbered lot at the end of Beach Avenue, shown on Plat B of Horn Point, Anne Arundel County, Maryland, mentioned in said petition, and with all expenses upon the property to be adjusted to the date of settlement, and subject to the usual broker's commissions; and

It Is Further Ordered, That said Receiver be and he is hereby authorized to execute a deed for said lots to the said J. Willis Martin, upon receipt of the net purchase money; and

It Is Further Ordered, That said Receiver shall report said sale to this Court for ratification thereof.

Edwin T. Dickerson
Judge

REPORT OF SALE Filed 12" April 1937

Ex Parte In The Matter of First Mortgage Bond
Homestead Association, Inc., a body corporate,

In The Circuit Court
of Baltimore City

Fred M. Supplee, Plaintiff, vs.
First Mortgage Bond Homestead Association, Inc.,
a body corporate, Defendant,

In The Circuit Court
of Baltimore City

To The Honorable, The Judge of Said Court:

The Report of Sale of William M. Maloy, Receiver for the First Mortgage Bond Homestead Association, Inc., respectfully shows:

That pursuant to the authority conferred upon him by an order of this Court dated the 12th day of April, 1937, he sold unto J. Willis Martin, for \$400.00 cash, subject to the usual broker's commission to Charles F. Lee, the following described property:

Being Lot No. 38 and the un-numbered lot at the end of Beach Avenue, shown on Plat B of Horn Point, Anne Arundel County, Maryland, in fee simple, being also two of the lots described in a deed from Linwood L. Clark and wife to the First Mortgage Bond Homestead Association, Inc. dated the 7th day of September, 1934, and duly recorded among the Land Records of Anne Arundel County.

William M. Maloy
Receiver

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 10th day of April, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, 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 was fairly made.

As Witness my hand and Notarial Seal.

(Seal) John McCullough
(Place) Notary Public

ORDER NISI Filed 12" April 1937

Ex Parte In the Matter of First Mortgage Bond
Homestead Ass'n., Inc.

In The Circuit Court
of

Fred M. Supplee vs.
First Mortgage Bond Homeatead Ass'n., Inc.

Baltimore City

Ordered, by the Circuit Court of Baltimore City this 12th day of April, 1937, that the private Sale of the property mentioned in these proceedings, made and reported by William M. Maloy, Receiver, be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 12th day of May, 1937. 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 May, 1937.

The Report states the amount of sale to be \$400.00

Edwin T. Dickerson

ANSWER Filed 15" April 1937

Ex Parte In The Matter of First Mortgage Bond
Homestead Association, Inc., a body corporate

In The Circuit Court
of Baltimore City

Fred M. Supplee, Plaintiff vs.
First Mortgage Bond Homestead Association, Inc.,
a body corporate

Consolidated Cases

To The Honorable, The Judge of said Court:

The Answer of Samuel A. Brooks to the petition of William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., and the First Mortgage Bond Homestead Association, Inc., Trustee, against him and others exhibited, respectfully shows:

1. That he admits he is the owner of the following bonds of the said Association as alleged in said petition, which he received from his mother, Sallie J. Brooks, now deceased:

M 1977	\$1,000.00
669	300.00
CC 1353	200.00
D 1556	500.00

11. That he admits that the said Sallie J. Brooks, now deceased, signed the agreement of April 15, 1934, referred to in said petition.

As to all other matters and facts set forth in said petition, your respondent having no knowledge thereof can neither admit nor deny the same but submits to the passage of whatever decree the Court may seem proper.

Samuel A. Brooks

Respondent.

State of Maryland, Baltimore City, To Wit:

I Hereby Certify, That on this 14th day of April, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Samuel A. Brooks, the respondent in the above entitled case, and made oath in due form of law that the matters and facts set forth in the foregoing Answer are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Seal)

Elizabeth J. Cross

(Place)

Notary Public

Eugene A. Edgett, Solicitor, 3 East Lexington Street,

Richard D. Biggs, Solicitor, Union Trust Building,

Harry D. Kauffman, Solicitor, 207 North Calvert Street,

In The Circuit Court of Baltimore City--(A--120--1936)-- Ex Parte In The Matter of First Mortgage Bond Homestead Ass'n., Inc., Fred M. Supplee, vs. First Mortgage Bond Homestead Association, Inc.

Ordered, by the Circuit Court of Baltimore City this 17th day of March, 1937, that the private sale of the property mentioned in these proceedings, made and reported by William M. Maloy, Receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th day of April, 1937; 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 10th day of April, 1937. Te report states the amount of private sale to be \$400.

George A. Solter.

True Copy--Test: Chas. R. Whiteford. Clerk.

Certificate of Publication. Filed 17" April 1937

Baltimore, Apr. 1, 1937

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court of Baltimore City, Case of Fred M. Supplee vs. First Mtge Bond Homestead Assn. was published in ^{The Daily Record, a daily newspaper published in} the City of Baltimore, once in each of three successive weeks before the 10th day of April, 1937.

First insertion Mar, 18th., 1937

The Daily Record
Per Arthur M. Stevenson, 3rd.

FINAL ORDER Filed 19" April 1937

Ex Parte First Mtge, Bond
Homestead Ass'n., Inc.

In The Circuit Court
of Baltimore City

Ordered By the Court, This 19th day of April, 1937, that the private sale made and reported by the Receiver on March 17 1937 aforesaid, be and the same is hereby finally Rati-
fied 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 al-
lowed the usual commissions and such proper expenses as he shall produce vouchers for to
the Auditor.

George A. Solter

PETITION Filed 30" April 1937

Ex Parte In The Matter of First Mortgage Bond
Homestead Association, Inc., a body corporate,

In The Circuit Court
of Baltimore City

Fred M. Supplee, Plaintiff, vs.
First Mortgage Bond Homestead Association, Inc.,
a body corporate, Defendant,

In The Circuit Court
of Baltimore City

To The Honorable, The Judge of said Court:

The petition of William M. Maloy, Receiver, respectfully represents:

I. That as the Court has heretofore been advised, your petitioner as Receiver holds
title to a large tract of land located at Horn Point, Anne Arundel County, Maryland, divid-
ed into building lots.

II. That heretofore your petitioner has sold various lots out of the tract under sep-
arate orders of this Court.

III. That your petitioner has received an offer from George Dickerson and Lillian
Augusta Dickerson, his wife, of \$900.00 cash for lots No. 9 and 10, Plat "A", with the un-
derstanding that all expenses including taxes be adjusted to the date of settlement, and sub-
ject to the usual broker's commission.

IV. That the offer received by your petitioner appears to be a fair one and your peti-
tioner believes that it would be wise and expedient to dispose of the said lots and accept
the said offer which has been received in view of the large number of properties owned by
the defendant corporation and the difficulty of disposing of their properties at any fair
figure in any manner except at private sale.

Wherefore, your petitioner prays this Honorable Court to pass an order authorizing and
empowering him to sell the aforesaid property at private sale and for the price and upon the
terms herein mentioned unto George Dickerson and Lillian Augusta Dickerson, his wife.

William M. Maloy, Receiver
Petitioner

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 29th day of April, 1937, before me, the subscriber, a
Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared
William M. Maloy, Receiver in the above entitled case, and made oath in due form of law that
the matters and facts set forth in the foregoing Petition are true to the best of his know-
ledge and belief.

As Witness my hand and Notarial Seal.

(Seal)
(Place)

John McCullough
Notary Public

CERTIFICATE

We, the undersigned, real estate brokers located in Anne Arundel County, do hereby certify that we have examined Lots No. 9 and 10, Plat "A", Horn Point, described in the foregoing Petition, and in our opinion the price named for said lots is a fair one and all that said property is reasonably worth.

Carey L. Meredith

James H. Murray

ORDER

Upon the foregoing petition, affidavit and certificate, it is this 30th day of April, 1937, by the Circuit Court of Baltimore City,

Ordered, That William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., be and he is hereby authorized to sell at private sale unto George Dickerson and Lillian Augusta Dickerson, his wife, at and for the sum of \$900.00 cash, lots No. 9 and 10, Plat "A", Horn Point, Anne Arundel County, Maryland, mentioned in said petition, and with all expenses upon the property to be adjusted to the date of settlement, and subject to the usual broker's commission; and

It Is Further Ordered, That said Receiver be and he is hereby authorized to execute a deed for said lots to the said George Dickerson and Lillian Augusta Dickerson, his wife, upon receipt of the net purchase money; and

It Is Further Ordered, That said Receiver shall report said sale to this Court for ratification thereof.

George A. Solter

Judge

REPORT OF SALE Filed 30th April 1937

Ex Parte In The Matter of First Mortgage Bond Homestead Association, Inc., a body corporate,

In The Circuit Court of Baltimore City

Fred M. Supplee, Plaintiff, vs.
First Mortgage Bond Homestead Association, Inc.,
a body corporate, Defendant,

In The Circuit Court of Baltimore City
Consolidated Cases

To The Honorable, The Judge of said Court:

The Report of Sale of William M. Maloy, Receiver for the First Mortgage Bond Homestead Association, Inc., respectfully shows:

That pursuant to the authority conferred upon him by an order of this Court dated the ___ day of April, 1937, he sold unto George Dickerson and Lillian Augusta Dickerson, his wife, for \$900.00 cash, subject to the usual broker's commission to Charles F. Lee, the following described property:

Being lots No. 9 and 10, Plat "A", Anne Arundel County, Maryland, in fee simple, and being also two of the lots described in a deed from Linwood L. Clark and wife to the First Mortgage Bond Homestead Association, Inc. dated the 7th day of September, 1934, and duly recorded among the Land Records of Anne Arundel County.

William Milnes Maloy

Receiver

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 29th day of April, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, 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 was

fairly made.

As Witness my hand and Notarial Seal.

(Seal)

John McCullough

(Place)

Notary Public

ORDER NISI Filed 30, April 1937

Ex Parte In the Matter of First Mortgage Bond
Homestead Association, Inc.

In The Circuit Court
of Baltimore City

Fred M. Supplee vs.
First Mortgage Bond Homestead Association, Inc.

Ordered, by the Circuit Court of Baltimore City this 30th day of April, 1937, that the private Sale of the property mentioned in these proceedings, made and reported by William M. Maloy, Receiver, be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 1st day of June, 1937. 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 25th day of May, 1937.

The Report states the amount of private sale to be \$900.00

George A. Solter

Harry D. Kaufman, Solicitor, 207 North Calvert Street.

Eugene A. Edgett, Solicitor, 3 East Lexington Street.

Richard D. Biggs, Solicitor, Union Trust Building.

In The Circuit Court of Baltimore City--(A--120--1936)--Ex parte in the matter of First Mortgage Bond Homestead Assn., Inc.--Fred M. Supplee vs. First Mortgage Bond Homestead Assn., Inc.

Ordered, by the Circuit Court of Baltimore City, this 12th day of April, 1937, that the private sale of the property mentioned in these proceedings, made and reported by William M. Maloy, receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th day of May, 1937; 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 May, 1937.

The report states the amount of private sale to be \$1,100.

Edwin T. Dickerson.

True Copy--Test: Chas. R. Whiteford, Clerk.

Certificate of Publication. Filed 13th May 1937

Baltimore, Apr. 27, 1937

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court of Baltimore City, Case of Fred M. Supplee vs. First Mtge Bond Homestead Assn. 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 May, 1937. First insertion Apr. 13th, 1937

The Daily Record

Per Arthur M. Stevenson, 3rd.

FINAL ORDER Filed 13th May 1937

Ex Parte First Mortgage Bond

Homeatead Association, Inc.

Fred M. Supplee vs. First Mtge. Bond

Homeatead Ass'n., Inc.

In The Circuit Court

of Baltimore City

and reported by the Receiver on April 12th 1937 aforesaid, be and
Ordered By The Court, This 13th day of May, 1937, that the private sale made/ 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.

George A. Solter

Harry D. Kaufman, Solicitor, 207 North Calvert Street.

Eugene A. Edgett, Solicitor, 3 East Lexington Street.

Richard D. Biggs, Solicitor, Union Trust Building.

In The Circuit Court of Baltimore City--(A--120--1936)--Ex Parte in the matter of First Mortgage Bond Homestead Assn., Inc.--Fred M. Supplee vs. First Mortgage Bond Homestead Assn., Inc.

Ordered, by the Circuit Court of Baltimore City, this 12th day of April, 1937, that the private sale of the property mentioned in these proceedings, made and reported by William M. Maloy, receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th day of May, 1937; 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 May, 1937.

The report states the amount of private sale to be \$400.

Edwin T. Dickerson.

True Copy--Test: Chas. R. Whiteford, Clerk.

Certificate of Publication. Filed 13" May 1937

Baltimore, Apr. 27, 1937

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court of Baltimore City, Case of Fred M. Supplee vs. First Mtge Bond Homestead Assn. 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 May, 1937. First insertion Apr. 13th, 1937

The Daily Record

Per Arthur M. Stevenson, 3rd.

FINAL ORDER Filed 13" May 1937

Ex Parte In the Matter of First Mortgage Bond Homeatead Ass'n.,,Inc. Fred M. Supplee vs. First Mortgage Bond Homeatead Ass'n., Inc.

In The Circuit Court Of Baltimore City

Ordered By The Court, This 13th day of May, 1937, that the private sale made and reported by the Receiver on April 12th, 1937 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.

George A. Solter

Eugene A. Edgett, Solicitor, Central Savings Bank Building.

Harry D. Kaufman, Solicitor, 207 North Calvert Street.

Richard D. Biggs, Solicitor, Union Trust Building.

In The Circuit Court of Baltimore City--(A---120--1936)--Ex parte in the matter of First Mortgage Bond Homestead Association, Inc., Fred M. Supplee, vs. First Mortgage Bond Homestead Association, Inc.

Ordered, by the Circuit Court of Baltimore City this 30th day of April, 1937, that the private sale of the property mentioned in these proceedings made and reported by William M. Maloy, receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of June, 1937; 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 25th day of May, 1937.

The report states the amount of private sale to be \$900.

George A. Solter.

True Copy-- Test: Chas. R. Whiteford
Clerk.

Certificate of Publication. Filed 2" June 1937

Baltimore, May 15, 1937

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court of Baltimore City, Case of Fred M. Supplee, etc., et al vs. First Mtge Bond Homestead Assn., Inc. was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 25th day of May, 1937. First insertion May 1st. 1937

The Daily Record

Per Arthur M. Stevenson, 3rd.

FINAL ORDER Filed 2" June 1937

Ex Parte In the Matter of First
Mortgage Bond Homestead Ass'n., Inc.
Fred M. Supplee vs. First Mortgage Bond
Homestead Association, Inc.

In The Circuit Court
of Baltimore City

Ordered By The Court, This 2nd day of June, 1937, that the private sale made and reported by the Receiver on April 30th, 1937 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.

George A. Solter

DECREE Filed 4" June 1937

Ex Parte In The Matter of First Mortgage Bond
Homestead Association, Inc., a body corporate
Fred M. Suppoe, Plaintiff vs. First Mortgage Bond Homestead
Association, Inc., a body corporate Defendant.

In The Circuit Court
of Baltimore City
Consolidated Cases

The cause standing ready for hearing on bill and amended bill of complaint, and answers, and a decree pro confesso having been filed against the defaulting defendants, and the time allowed under said decree having expired, and testimony having been taken, and counsel for respective parties having been heard in arguments and their arguments having been considered, it is this 4th day of June, 1937, by the Circuit Court of Baltimore City,

ORDERED, ADJUDGED AND DECREED:

(1) That after reading and considering all the papers and exhibits in the three cases as consolidated, after considering the testimony, evidence and papers in said consolidated cases, and after hearing and considering the arguments of counsel for all parties to said three cases consolidated as above stated, it is ordered, adjudged and decreed that all bond-

holders, parties to the agreement of April 15, 1934, and further all parties to the petitions for the dismissal of the prior receivership and substituted trusteeship of the First Mortgage Bond Homestead Association, Inc. and represented by counsel in said petitions in said proceedings of Schneider vs. First Mortgage Bond Homestead Association, Inc. et al. (Circuit Court No. 2 of Baltimore City, Docket No. 41-A, Folio 265), and in said petitions and in said proceedings of Sherwood, et al. Receivers, et al. vs. First Mortgage Bond Homestead Association, Inc., et al. (Circuit Court No. 2 of Baltimore City, Docket No. 41-A, folio 275), be and they and each and all of said bondholders are found, declared, ordered, adjudged and decreed to be bound by that in accordance with the true interpretation of said agreement said agreement of April 15, 1934, and further/that the rights and interests of each and all of said bondholders are hereby adjudged and declared as follows:

(a) to be bondholders in and to the amount of fifty percent of the face value of the bonds that they hold and own;

(b) that said bonds be and they are reduced to fifty percent of their face value as provided in said agreement of April 15, 1934;

(c) that each and every of said bonds is without lien on any of the properties described and referred to in the said bond and mortgage securing said bond; that each and every of said bonds has, in said agreement of April 15, 1934, surrendered, waived and yielded up, every lien on the property described in said bond and in the mortgage securing said bond; and that each and every bond herein concerned be and it is without lien on any particular property, and that all bonds herein concerned, have an equal and common lien on the proceeds of all bonded properties, and on the proceeds of one-half of all other assets of said Association, as in said agreement of April 15, 1934, provided;

(d) that accordingly, by the true meaning and effect of said agreement of April 15, 1934, as found, declared and decreed by this Court, all mortgagors are to be given full credit for all principal payments hereinbefore made to said Association, as a corporation, or as Trustee, on account of the principal of their particular mortgage of said Association as a corporation or as Trustee;

(e) that upon all mortgages which the Association holds as a corporation or as Trustee, and upon all other debts due the Association, whether secured or otherwise, the mortgagor or debtor is to be given credit for all sums paid heretofore on the principal of their particular debts;

(f) that said agreement of April 15, 1934, be and it is hereby declared to be binding and effective between all bondholders, free-shareholders, creditors and all persons interested in the affairs, assets and property of said Association, as a corporation or as Trustee.

(2) That William M. Maloy, Receiver in these proceedings, consolidated as hereinbefore ordered and decreed, be and he is hereby authorized, empowered and directed to sell or otherwise dispose of, at public auction, or at private sale, (I) all properties and assets of this Association, which are not subject to mortgage or other lien; (II) all properties of the Association, which are held by said Association as purchaser at foreclosure sale; (III) all properties of the Association which are held by title under deed, directly or indirectly, from the original mortgagor or mortgagors who had executed the bonds on said property or properties; (IV) all those properties held by the Association, upon which properties the mortgages and bonds secured thereby, were executed by Lula Boone, "straw" mortgagor.

(3) That William M. Maloy, Receiver in these proceedings consolidated as hereinbefore or-

dered and decreed, be and he is hereby authorized, empowered and directed; (a) to collect the sum due on, to institute and conduct foreclosure or other proper proceedings to collect and enforce payment of the sums due on, loans, debts or mortgages due the Association and to secure which the Association holds title by deed to said property; (b) to collect the amounts due, to release and enter satisfied and settled, all confessed judgments held by the Association as security for loans or debts, and in the event of inability to obtain payment of the amounts due under said confessed judgments, then by execution, sale under judicial process or other proper proceedings to enforce payment and satisfaction of said judgments; (c) to collect the amounts due, or by suit, action, judicial process, execution or other legal process, to enforce payment of the amounts due to the Association secured by contracts of sale; (d) to collect and enforce payment by foreclosure, judicial sale or other proper proceeding, of all amounts due the Association under collateral or other loan agreements; (e) to collect and to enforce payment and satisfaction by foreclosure or other proper proceedings, all debts and sums due the Association under Building and Loan Association, installment or term mortgages.

(4) That William M. Maloy, Receiver in these proceedings consolidated as hereinbefore decreed and ordered, and that the First Mortgage Bond Homestead Association, Inc., Trustee, a party to these proceedings, be and they are hereby authorized, empowered, ordered and directed, upon receipt of the balance of principal and interest due upon all of the trustee mortgages with full credit being given for all amounts of principal at any time heretofore paid on the principal of the particular mortgage, to execute a full and complete release of the mortgage on said property, which release shall have the force and effect of releasing and freeing the particular property from the lien and effect of said mortgage and of releasing and freeing the mortgagors and signers of the bonds secured by said mortgage of every liability under said mortgage and said bonds.

(5) That William M. Maloy, Receiver in these proceedings, consolidated as hereinbefore decreed and ordered, and that the First Mortgage Bond Homestead Association, Inc., Trustee, a party to these proceedings, be and they are hereby authorized, empowered and directed upon receipt of the balance due on any of the mortgages of which said Association is Trustee, and which mortgage is on a property or properties which the original mortgagors and signers of the bonds thereon have transferred to other persons, and where persons other than the original mortgagors and signers of the bonds thereon, are now the owners of the said property or properties, to execute a full and complete release of said mortgage, which release shall have the force and effect of freeing the particular property from the lien of said mortgage, the lien of said bonds, and of any lien or claim of the holders and owners of said bonds.

(6) It Is Further Ordered and Decreed, That the rights of the defendants, Marie C. Steinmetz, Committee for Joseph Steinmetz, and Robert Suiter be reserved for further determination and direction by this Honorable Court, and that in the event any property is sold or mortgages released on which the said Marie C. Steinmetz, Committee as aforesaid, or the said Robert Suiter hold bonds, that the cash representing the face amount of said bonds be held by the Receiver in a special fund to be paid out only after the judicial determination of the rights of the said parties.

Eli Frank

PETITION Filed 11" June 1937

Ex Parte In The Matter of First Mortgage	In The Circuit Court
Bond Homestead Association, Inc., a body corporate,	of Baltimore City
Fred M. Supplee, Plaintiff, vs. First Mortgage Bond	In The Circuit Court
Homestead Association, Inc., a body corporate, Defendant,	of Baltimore City
	Consolidated Cases

To The Honorable, The Judge of Said Court:

The petition of William M. Maloy, Receiver, respectfully represents:

1. That as the Court has heretofore been advised, your petitioner as Receiver, holds title to a large tract of land located at Horn Point, Anne Arundel County, Maryland, divided into building lots.

11. That heretofore your petitioner has sold various lots out of the tract under separate orders of this Court.

111. That your petitioner has received an offer from Richard C. H. Wheeler and Lucille H. Wheeler, his wife, of \$700.00 cash for lot No. 24, Plat "A", with the understanding that all expenses including taxes be adjusted to the date of settlement, and subject to the usual broker's commission.

1V. That the offer received by your petitioner appears to be a fair one and your petitioner believes that it would be wise and expedient to dispose of the said lot and accept the said offer which has been received in view of the large number of properties owned by the defendant corporation and the difficulty of disposing of their properties at any fair figure in any manner except at private sale.

Wherefore, your petitioner prays this Honorable Court to pass an order authorizing and empowering him to sell the aforesaid property at private sale and for the price and upon the terms herein mentioned unto Richard C. H. Wheeler and Lucille H. Wheeler, his wife.

William M. Maloy
Receiver
Petitioner

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 10th day of June, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Seal)

John McCullough

(Place)

Notary Public

CERTIFICATE

We, the undersigned, real estate brokers located in Anne Arundel County, do hereby certify that we have examined Lot No. 24, Plat "A", Horn-Point, described in the foregoing petition, and in our opinion the price named for said lot is a fair one and all that said property is reasonably worth.

Carey L. Meredith

James H. Murray

ORDER

Upon the foregoing petition, affidavit and certificate, it is this 11th day of June, 1937, by the Circuit Court of Baltimore City,

Ordered, That William M. Maloy, Receiver of the First Mortgage Bond Homestead Association,

Inc., be and he is hereby authorized to sell at private sale unto Richard C. H. Wheeler and Lucille H. Wheeler, his wife, at and for the sum of \$700.00 cash, Lot No. 24, Plat "A", Horn Point, Anne Arundel County, Maryland, mentioned in said petition, and with all expenses upon the property to be adjusted to the date of settlement, and subject to the usual broker's commissions; and

It Is Further Ordered, That said Receiver be and he is hereby authorized to execute a deed for said lots to the said Linwood L. Clark upon receipt of the net purchase money; and

It Is Further Ordered, That said Receiver shall report said sale to this Court for ratification thereof.

George A. Solter

Judge

REPORT OF SALE Filed 11" June 1937

Ex Parte In The Matter of First Mortgage Bond Homestead Association, Inc., a body corporate,	In The Circuit Court of Baltimore City
Fred M. Supplee, Plaintiff, vs. First Mortgage Bond Homestead Association, Inc., a body corporate,	In The Circuit Court of Baltimore City
Defendant,	Consolidated Cases

To The Honorable, The Judge of Said Court:

The Report of Sale of William M. Maloy, Receiver for the First Mortgage Bond Homestead Association, Inc., respectfully shows:

That pursuant to the authority conferred upon him by an order of this Court dated the ____ day of June, 1937, he sold unto Richard C. H. Wheeler and Lucille H. Wheeler, his wife, for \$700.00 cash, subject to the usual broker's commission to Charles F. Lee, the following described property:

Being Lot No. 24, Plat "A", Horn Point, Anne Arundel County, Maryland, in fee simple, being also one of the lots described in a deed from Linwood L. Clark and wife to the First Mortgage Bond Homestead Association, Inc., dated the 7th day of September, 1934, and duly recorded among the Land Records of Anne Arundel County.

William M. Maloy

Receiver

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 10th day of June, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, 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 was fairly made.

As Witness my hand and Notarial Seal.

(Seal)

John McCullough

(Place)

Notary Public

ORDER NISI Filed 11" June 1937

Ex Parte in the Matter of First Mortgage Bond Homestead Association, Inc.	In The Circuit Court of Baltimore City
Fred M. Supplee, vs. First Mortgage Bond Homestead Association, Inc.	

Ordered, by the Circuit Court of Baltimore City this 11th day of June, 1937, that the private Sale of the property mentioned in these proceedings, made and reported by William M.

Maloy, Receiver be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 12th day of July, 1937. 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 6th day of July, 1937.

The Report states the amount of sale to be \$700.00

George A. Solter

Harry D. Kaufman, Solicitor, 207 North Calvert Street.

Eugene A. Edgett, Solicitor, 3 East Lexington Street.

Richard D. Biggs, Solicitor, Union Trust Building.

In The Circuit Court of Baltimore City--(A--120--1936)--Ex parte in the matter of First Mortgage Bond Homestead Assn., Inc.--Fred M. Supplee vs. First Mortgage Bond Homestead Assn., Inc.

Ordered, by the Circuit Court of Baltimore City, this 12th day of April, 1937, that the private sale of the property mentioned in these proceedings made and reported by William M. Maloy, receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th day of May, 1937; 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 May, 1937.

The report states the amount of private sale to be \$400.

Edwin T. Dickerson

True Copy--Test: Chas. R. Whiteford, Clerk

Certificate of Publication. Filed 13th May, 1937

Baltimore, Apr. 27, 1937

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court of Baltimore City, Case of Fred M. Supplee vs. First Mtge Bond Homestead Assn. was published in the City of Baltimore, once in each of three successive weeks before the 5th day of May, 1937
The Daily Record, a daily newspaper published in-
First insertion Apr. 13th, 1937

The Daily Record

Per Arthur M. Stevenson, 3rd.

FINAL ORDER Filed 13th May 1937

Ex Parte In the Matter of First Mortgage

In The Circuit Court

Bond Homeatead Ass'n., Inc.

of Baltimore City

Fred M. Supplee vs. First Mortgage

Bond Homeatead Ass'n., Inc.

Ordered By The Court, This 13th day of May, 1937, that the private sale made and reported by the Receiver on April 12th 1937 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.

George A. Solter

Harry Kaufman, Solicitor, 207 North Calvert Street.

Eugene A. Edgett, Solicitor, Central Savings Bank Building.

Richard D. Biggs, Solicitor, Union Trust Building.

In The Circuit Court of Baltimore City,--(A--120--1936)--Ex parte in the matter of First Mortgage Bond Homestead Association, Inc., Fred M. Supplee, vs. First Mortgage Bond Homestead Association, Inc.

Ordered, by the Circuit Court of Baltimore City this 11th day of June, 1937, that the

private sale of the property mentioned in these proceedings, made and reported by William M. Maloy, receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th day of July, 1937; 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 6th day of July, 1937.

The report states the amount of sale to be \$700.

George A. Solter.

True Copy--Test: Chas. R. Whiteford,
Clerk.

Certificate of Publication. Filed 13" July 1937

Baltimore, June 26, 1937

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court of Baltimore City, Case of Fred M. Supplee vs. First Mtge Bond Homestead Assn/ was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 6th day of July, 1937. First insertion June 12th, 1937

The Daily Record

Per Arthur M. Stevenson, 3rd.

FINAL ORDER Filed 13" July 1937

Ex Parte In the Matter of First

In The Circuit Court

Mortgage Bond Homestead Ass'n., Inc.

of Baltimore City

Fred M. Supplee vs. First Mtge/ Homestead Ass'n., Inc.

Ordered By The Court, This 13th day of July, 1937, that the private sale made and reported by the Receiver, William M. Maloy 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

PETITION Filed 5" August 1937

Ex Parte In The Matter of First Mortgage Bond

In The Circuit Court

Homestead Association, Inc., a body corporate

of Baltimore City

Fred M. Supplee, Plaintiff vs. First Mortgage

Consolidated Cases

Bond Homestead Association, Inc., a body corporate Defendant.

To The Honorable, The Judge of Said Court:

The petition of William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., a body corporate, respectfully shows:

1. That on the 20th day of February, 1937, an order was passed in these proceedings making Marie C. Steinmetz, now known as Marie C. Munday, Committee for Joseph A. Steinmetz, party defendant in these proceedings and directing that a writ of subpoena be served on her as said Committee to answer the Bill of Complaint filed herein.

2. That the said Marie C. Munday was at that time out of the jurisdiction of said Court, and as a consequence of which the said writ of subpoena was not served on the said Joseph Steinmetz or the said Marie C. Munday, Committee.

3. That on the 4th day of June, 1937, a decree was passed in these proceedings against all of the bondholders against whom summonses had been issued, reserving, however, for future

determination any and all rights which the said Marie C. Munday, Committee, might have herein.

4. That your petitioners are advised that the said Joseph A. Steinmetz is now an inmate of Mount Hope Retreat, and that the said Marie C. Munday is now residing in Baltimore City.

Wherefore, your petitioner prays that a writ of subpoena be directed to the above named defendants to answer the Bill of Complaint filed in these proceedings.

May It Please Your Honor to grant unto your petitioner the writ of subpoena directed to the said Joseph A. Steinmetz, now confined at Mount Hope Retreat, Baltimore City, Maryland, and Marie C. Munday, Committee for Joseph A. Steinmetz, residing at 626 St. John's Road, Baltimore, Maryland, commanding them to be and appear in this Court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

And, as in duty bound, etc.

Richard D. Biggs
Counsel for Receiver for First Mortgage
Bond Homestead Association, Inc.

State of Maryland, Baltimore City, To Wit:

I Hereby Certify, That on this 5th day of August, 1937, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Seal) Elizabeth J. Cross
(Place) Notary Public

REPORT OF SALE Filed 3rd September 1937

Ex Parte In The Matter of First Mortgage Bond
Homestead Association, Inc., a body corporate,
Fred M. Supplee, Plaintiff, vs. First Mortgage
Bond Homestead Association, Inc., a body corporate,
Defendant.
In The Circuit Court
of Baltimore City
In The Circuit Court
of Baltimore City

To The Honorable, The Judge of Said Court:

The Report of William M. Maloy, Receiver, appointed by a decree of this Court, passed in the above entitled cause, dated the 4th day of June, 1937, to make sale of certain fee simple property therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law and the decree in said case, your Receiver sold at private sale, subject to the ratification of this Honorable Court, and subject to the usual broker's commission, the following described properties:

Being Lots No. 16 and 17, Plat "A" Horn Point, Anne Arundel County, Maryland, in fee simple, and being also two of the lots described in a deed from Linwood L. Clark and wife to the First Mortgage Bond Homestead Association, Inc., dated the 7th day of September, 1934, and duly recorded among the Land Records of Anne Arundel County.

Your Receiver reports that he has sold said properties to William F. Miller and Hilda Griscom, at and for the sum of Five Hundred Dollars, they being the highest bidders therefor and electing to pay cash.

William M. Maloy
William Milnes Maloy
Receiver

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 3rd day of September, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

As Witness my hand and Notarial Seal.

(Seal)

John McCullough

(Place)

Notary Public

CERTIFICATE

We, the undersigned, real estate brokers located in Anne Arundel County, do hereby certify that we have examined lots No. 16 and 17, Plat "A" Horn Point, Anne Arundel County, Maryland, described in the foregoing Report of Sale, and in our opinion the price named for said lots is a fair one and all that said lots are reasonably worth.

Carey L. Meredith

James H. Murray

ORDER NISI Filed 3" September 1937

Ex Parte In the Matter of First Mortgage
Bond Homestead Ass'n., Inc.
Fred M. Supplee vs. First Mortgage Bond
Homeatead Ass'n., Inc.

In The Circuit Court
of
Baltimore City

Ordered, by the Circuit Court of Baltimore City this 3rd day of September, 1937, that the private Sale of the property mentioned in these proceedings, made and reported by William M. Maloy, Receiver be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 4th day of October, 1937. 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 27th day of September, 1937.

The Report states the amount of private sale to be \$500.00

Eugene O'Dunne

REPORT OF SALE Filed 14" September 1937

Ex Parte In The Matter of First Mortgage Bond
Homestead Association, Inc., a body corporate,

In The Circuit Court
of Baltimore City
Consolidated Cases

To The Honorable, The Judge of Said Court:

The report of William M. Maloy, Receiver, appointed by a decree of this Court, passed in the above entitled cause, dated the 4th day of June, 1937, to make sale of certain fee simple property therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law and the decree in said case, your Receiver sold at private sale, subject to the ratification of this Honorable Court, and subject to the usual broker's commission, the following described property:

Being Lot No. 20, Plat "A", Horn Point, Anne Arundel County, Maryland, in fee simple, and being also one of the lots described in a deed from Linwood L. Clark and wife to the First Mortgage Bond Homestead Association, Inc., dated the 7th day of September, 1934, and duly recorded among the Land Records of Anne Arundel County.

Your Receiver reports that he has sold said property to William N. Brashears and Eliza-

beth P. Brashears, his wife, at and for the sum of Two Hundred and Fifty Dollars, they being the highest bidders therefor and electing to pay cash.

William M. Maloy

Receiver

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 3rd day of September, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

As Witness my hand and Notarial Seal.

(Seal)

John McCullough

(Place)

Notary Public

CERTIFICATE

We, the undersigned, real estate brokers located in Anne Arundel County, do hereby certify that we have examined Lot No. 20, Plat "A", Horn Point, Anne Arundel County, Maryland, described in the foregoing Report of Sale, and in our opinion the price named for said lot is a fair one and all that said lot is reasonably worth.

David S. Jenkins

James H. Murray

ORDER NISI Filed 14" September 1937

Ex Parte In The Matter of First Mortgage
Bond Homestead Association, Inc.

In The Circuit Court
of Baltimore City

Ordered, by the Circuit Court of Baltimore City this 14th day of September, 1937, that the private Sale of the property mentioned in these proceedings, made and reported by William M. Maloy, Receiver, be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 15th day of October, 1937. 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 8th day of October, 1937.

The Report states the amount of private sale to be \$250.00

George A. Solter

REPORT OF SALE Filed 30" September 1937

Ex Parte In The Matter of First Mortgage
Bond Homestead Association, Inc. a body corporate

In The Circuit Court
of Baltimore City
Consolidated Cases

To The Honorable, The Judge of Said Court:

The Report of William M. Maloy, Receiver, appointed by a decree of this Court, passed in the above entitled cause, dated the 4th day of June, 1937, go make sale of certain leasehold property therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law and the decree in said case, your Receiver sold at private sale, subject to the ratification of this Honorable Court, and subject to the usual brokers' commission, the following described property:-

All that property situate and lying in the Second District of Anne Arundel County, Maryland, being Lots Nos. 30 and 31 as shown on Plat "B" of Horn Point, made by J. Revel Carr, Surveyor. Fee simple.

Your Receiver reports that he has sold said property to Albert G. Stumptner and Mary K. Stumptner, his wife, at and for the sum of Five Hundred Dollars (\$500.00).

William M. Maloy

Receiver

State of Maryland, Baltimore City, to wit:

I Hereby Certify - that on this 24th day of September, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

As Witness: my hand and Notarial Seal.

(Seal)

John McCullough

(Place)

Notary Public

CERTIFICATE

We, the undersigned, real estate brokers located in Anne Arundel County, do hereby certify that we have examined property situate and lying in the Second District of Anne Arundel County, Maryland, being Lots Nos. 30 and 31 as shown on Plat "B" of Horn Point, described in the foregoing Report of Sale, and in our opinion the price named for said property is a fair one and all that said property is reasonably worth.

David S. Jenkins

James H. Murray

ORDER NISI Filed 30" September 1937

Ex Parte In the Matter of First Mortgage
Bond Homestead Association, Inc.

In The Circuit Court
of Baltimore City

Ordered, by the Circuit Court of Baltimore City this 30th day of September, 1937, that the private Sale of the property mentioned in these proceedings, made and reported by William M. Maloy, Receiver, be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 30th day of October, 1937. 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 23rd day of October, 1937.

The Report states the amount of private sale to be \$500.00

George A. Solter

Eugene A. Edgett, Solicitor, 3 East Lexington Street.

Richard D. Biggs, Solicitor, Union Trust Building.

Harry D. Kaufman, Solicitor, 218 East Lexington Street.

In The Circuit Court of Baltimore City--(A--120--1936)--Ex parte in the matter of First Mortgage Bond Homestead Assn., Inc., Fred M. Supplee, vs. First Mortgage Bond Homestead Assn., Inc.

Ordered, by the Circuit Court of Baltimore City this 3rd day of September, 1937, that the private sale of the property mentioned in these proceedings, made and reported by William M. Maloy, receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th day of October, 1937; 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 27th day of September, 1937.

The report states the amount of private sale to be \$500.

Eugene O'Dunne.

True Copy--Test: Chas. R. Whiteford. Clerk.

Certificate of Publication. Filed 5th October, 1937.

Baltimore, Sept. 18, 1937.

We hereby certify, that the annexed advertisement of Order of Nisi Circuit Court of Baltimore City, Case of Fred M. Supplee vs. First Mtge Bond Homestead Assn. was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 27th day of Sept., 1937. First insertion Sept. 4th, 1937.

The Daily Record

Per Arthur M. Stevenson, 3rd.

FINAL ORDER Filed 5th October, 1937

Ex Parte First Mortgage Bond Homestead Ass'n., Inc.
Fred M. Supplee vs. First Mortgage Bond
Homestead Ass'n., Inc.

In The Circuit Court
of Baltimore City

Ordered By The Court, This 5th day of October, 1937, that the private sale made and reported by the Receiver on September 3rd, 1937 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.

George A. Solter

DECREE PRO CONFESSO Filed 7th October 1937

Ex Parte In The Matter of First Mortgage
Bond Homestead Association

In The Circuit Court
of Baltimore City
September Term 1937

The Defendant, Marie Steinmetz Mundy, Committee for Joseph A. Steinmetz, having been duly summoned to appear to the Bill of Complaint and having failed to appear thereto, according to the exigency of the writ

It is, thereupon, this 7th day of October in the year nineteen hundred and thirty-seven, by the Circuit Court of Baltimore City, ADJUDGED, ORDERED, AND DECREED, that the complainant is entitled to relief in the premises, and that the Bill of Complaint be and is hereby taken pro confesso against the defendant Marie Steinmetz Mundy, Committee for Joseph A. Steinmetz. But because it doth not certainly appear to what relief the plaintiff is entitled, it is further ADJUDGED AND ORDERED, that one of the Examiners of this Court take testimony to support the allegations of the Bill.

George A. Solter

REPORT OF SALE Filed 7th October 1937

Ex Parte In The Matter of First Mortgage Bond
Homestead Association, Inc., a body corporate.
Fred M. Supplee, Plaintiff, vs. First Mortgage Bond
Homestead Association Inc., a body corporate,
Defendant.

In The Circuit Court
of Baltimore City
In The Circuit Court
of Baltimore City
Consolidated Cases

To The Honorable, The Judge of Said Court:

The Report of William M. Maloy, Receiver appointed by a decree of this Court, passed in the above entitled cause, dated the fourth day of June, 1937, to make sale of certain leasehold property therein mentioned, respectfully shows:-

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law and the decree in said case your Receiver sold at private sale, subject to the ratification of this Honorable Court, and

subject to the usual broker's commission, the following described property:-

All that property situate in Anne Arundel County, in the State of Maryland, and known as Lots Nos. 26, 40 and 41, as shown on the Plat of Horn Point.

Your Receiver reports that he has sold said property to John C. Hyde and Edna K. Hyde, his wife, at and for the sum of One Thousand Two Hundred and Fifty Dollars (\$1,250.00), that being the highest price obtainable therefor.

William M. Maloy
Receiver

State of Maryland, Baltimore City, to wit:-

I Hereby Certify - that on this 6th day of October, in the year nineteen hundred and thirty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

As Witness: my hand and Notarial Seal.

(Seal)

John McCullough

(Place)

Notary Public

CERTIFICATE

We, the undersigned, real estate brokers located in Anne Arundel County, do hereby certify that we have examined Lots Nos. 26, 40 and 41, on the plat of Horn Point, aforesaid, described in the foregoing Report of Sale, and in our opinion the price named for said property is a fair one and all that said property is reasonably worth.

L. L. Monnett, Jr.

T. Carroll Worthington

ORDER NISI Filed 7th October 1937

Ex Parte In the Matter of First Mortgage

In The Circuit Court

Bond Homestead Association, Inc.

of Baltimore City

Fred M. Supplee vs. First Mortgage

Bond Homestead Association, Inc.

Ordered, by the Circuit Court of Baltimore City this 7th day of October, 1937, that the private Sale of the property mentioned in these proceedings, made and reported by William M. Maloy, Receiver, be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 8th day of November, 1937. 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 November, 1937.

The Report states the amount of private sale to be \$1,250.00

George A. Solter

PETITION Filed 11th October 1937

Ex Parte In The Matter of First Mortgage

In The Circuit Court

Bond Homestead Association, Inc., a body corporate,

of Baltimore City

Fred M. Supplee, Plaintiff vs. First Mortgage Bond

In The Circuit Court

Homestead Association, Inc., a body corporate, Defendant.

of Baltimore City

Consolidated Cases

To The Honorable, The Judge of Said Court:-

The petition of William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., respectfully represents:

1. That on the 11th day of June, 1937, an order was passed by this Honorable Court, authorizing your petitioner to sell at private sale unto Richard C. H. Wheeler and Lucille H. Wheeler, his wife, at and for the sum of Seven Hundred Dollars (\$700), Lot No. 24, Plat "A", Horn Point, Anne Arundel County, Maryland; that through inadvertence the said order also contained the following language: "It Is Further Ordered, That said Receiver be and he is hereby authorized to execute a deed for said lots to the said Linwood L. Clark upon receipt of the net purchase money."

11. That the said order should have read as follows: "It Is Further Ordered, That said Receiver be and he is hereby authorized to execute a deed for said lot to the said Richard C. H. Wheeler and Lucille H. Wheeler, his wife, upon receipt of the net purchase money."

111. That a report of the said sale was filed on said order and the said sale was finally ratified on July 13, 1937.

1V. That the said Richard D. H. Wheeler and wife are now in a position to take title to said lot from the Receiver, but feel that the language above referred to contained in said order of court should be modified so as to authorize your petitioner to convey the said lot to them.

Wherefore your petitioner prays the passage of an order of court accordingly.

And as in duty bound, etc.

Richard D. Biggs
Attorney for Receiver

State of Maryland City of Baltimore S S

I Hereby Certify that on this 13th day of October, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

As Witness my hand and notarial seal.

(Seal)

Elizabeth J. Cross

(Place)

Notary Public

ORDER

Upon the foregoing petition and affidavit, it is this 14th day of October, 1937, by the Circuit Court of Baltimore City,

Ordered, That the order of this Court passed on June 11, 1937, authorizing William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., to sell Lot No. 24, Plat "A", Horn Point, Anne Arundel County, Maryland, to Richard C. H. Wheeler and Lucille H. Wheeler, his wife, for the sum of Seven Hundred Dollars (\$700) be modified as to the second paragraph thereof, so as to read as follows: "It Is Further Ordered, That said Receiver be and he is hereby authorized to execute a deed for said lot to the said Richard C. H. Wheeler and Lucille H. Wheeler, his wife, upon receipt of the net purchase money."

George A. Solter

Eugene A. Edgett, Solicitor, 3 East Lexington Street.

Richard D. Biggs, Solicitor, Union Trust Building.

Harry D. Kaufman, Solicitor, 207 North Calvert Street.

In The Circuit Court of Baltimore City--(A--120--1936)--Ex Parte in the matter of First

Mortgage Bond Homestead Association, Inc.

Ordered, by the Circuit Court of Baltimore City this 14th day of September, 1937, that the private sale of the property mentioned in these proceedings, made and reported by William M. Maloy, receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of October, 1937; 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 8th day of October, 1937.

The report states the amount of private sale to be \$250.

George A. Solter.

True Copy--Test: Chas. R. Whiteford, Clerk.

Certificate of Publication. Filed 16th October 1937

Baltimore, Sept. 29, 1937

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court of Baltimore City, Case of Matter of First Mtge Bond Homestead Assn. Inc. was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 8th day of Oct., 1937. First insertion Sept. 15th, 1937.

The Daily Record

Per Arthur M. Stevenson, 3rd.

FINAL ORDER Filed 16th October 1937

Ex Parte First Mtge. Bond Homestead Ass'n., Inc.

In The Circuit Court
of Baltimore City

Ordered By The Court, This 16th day of October, 1937, that the private sale made and reported by the Receiver on September 14th, 1937 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.

George A. Solter

Richard D. Biggs, Solicitor, Union Trust Building.

In The Circuit Court of Baltimore City--(A--120--1936)--Ex parte in the matter of First Mortgage Bond Homestead Association, Inc.

Ordered, by the Circuit Court of Baltimore City this 30th day of September, 1937, that the private sale of the property mentioned in these proceedings, made and reported by William M. Maloy, receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of October, 1937; 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 23rd day of October, 1937.

The report states the amount of private sale to be \$500.

George A. Solter

True Copy--Test: Chas. R. Whiteford, Clerk.

Certificate of Publication. Filed 1st November 1937

Baltimore, Oct., 15, 1937

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court of Baltimore City, Case of Matter of First Mtge Bond Homestead Assn. was published in The Daily Record a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 23rd. day of Oct., 1937. First insertion Oct. 1st. 1937

The Daily Record

Per Arthur M. Stevenson.

FINAL ORDER Filed 1" November 1937

Ex Parte First Mortgage Bond Homestead
Association, Inc.

In The Circuit Court
of Baltimore City

Ordered By The Court, This 1st day of November, 1937, that the private sale made and reported by the Receiver on September 30th, 1937 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.

George A. Solter

Richard D. Biggs, Solicitor, Union Trust Building.

In The Circuit Court of Baltimore City--(A--120--1936)--Ex parte in the matter of First Mortgage Bond Homestead Association, Inc., Fred M. Supplee, vs, First Mortgage Bond Homestead Association, Inc.

Ordered, by the Circuit Court of Baltimore City this 7th day of October, 1937, that the private sale of the property mentioned in these proceedings, made and reported by William M. Maloy, receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of November, 1937; 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 November, 1937.

The report states the amount of private sale to be \$1,250.

George A. Solter.

True Copy--Test: Chas. R. Whiteford, Clerk

Certificate of Publication. Filed 9" November 1937

Baltimore, Oct. 22, 1938

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court of Baltimore City, Case of Fred M. Supplee vs. First Mtge Bond Homestead Assn. 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 Nov., 1938. First insertion Oct. 8th, 1938

The Daily Record

Per Arthur M. Stevenson, 3rd.

FINAL ORDER Filed 9" November 1937

Ex Parte In the Matter of First
Mortgage Bond Homestead Association, Inc.
Fred M. Supplee vs. First Mortgage
Bond Homestead Ass'n., Inc.

In The Circuit Court
of Baltimore City

Ordered By The Court, This 9th day of November, 1937, that the private sale made and reported by the Receiver on October 7th, 1937 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.

George A. Solter

PETITION Filed 22" November 1937

Ex Parte In The Matter of First Mortgage Bond
Homestead Association, Inc., a body corporate
Fred M. Supplee, Plaintiff vs. First Mortgage
Bond Homestead Association, Inc., a body corporate Defendant

In The Circuit Court
of Baltimore City

Consolidated Cases

To The Honorable, The Judge of Said Court:

The Petition of William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., respectfully represents:

1. That on the 20th day of February, 1937, your petitioner filed in these proceedings a supplemental petition upon which an order was passed making various bondholders parties defendant herein; that said petition and order were the basis for having the decree of June 4, 1937, signed as against said bondholders so as to enable your petitioner to sell the assets of said estate and make proper distribution to the bondholders and free shareholders.

2. That said decree of June 4, 1937, reserved the right of two of said defendants, namely, Marie C. Steinmetz, Committee for Joseph A. Steinmetz, and Robert M. Suiter for the following reasons:

(a) The said Marie C. Steinmetz, Committee as aforesaid, was not within the jurisdiction of this Court;

(b) And the said Robert M. Suiter filed ^{his} answer which will be referred to hereafter;

(c) That testimony had been taken as against all other bondholders and the case ready for decree;

(d) That your petitioner did not think it advisable to delay the liquidation of the estate for the purpose of obtaining summons on a non-resident or in the adjudication of the rights of one bondholder setting forth in his answer a set of circumstances distinct from every other bondholder.

3. That the said Robert M. Suiter in his answer set forth the following facts:

That he is now the owner of bonds numbered M 1678, M1996 and M 1979, but that by deed dated January 6, 1932, and recorded among the Land Records of Baltimore City in Liber S. C. L. No. 5276, folio 492, the title thereto was placed in Linwood L. Clark, the trustee, and that Linwood L. Clark was properly relieved and discharged from said trust but no substituted trustee appointed.

That said deed of trust among other things provides as follows:

"Said grantor (Suiter) reserves unto himself during his natural lifetime the right to use, occupy and enjoy all the aforesaid property, including the right to mortgage, lease, convey absolutely or will the same including the right by mesne conveyance to absolutely repossess himself of same as though this deed of trust had never been made," and a further provision that upon the death of the said Robert M. Suiter, said estate is to go to Della Johnson.

4. That your petitioner is advised that since the resignation of the said Linwood L. Clark as trustee, the said Robert M. Suiter has had possession of said bonds and has dealt with them as though said deed of trust had never been made and actually sold one of said bonds; your petitioner is further advised that under the circumstances the said Robert M. Suiter is the absolute owner thereof and that the decree of June 4, 1937, should now be effective against him, but in view of the fact that the said deed of trust provides for disposition of said bonds upon the death of the said Robert M. Suiter to the said Della Johnson, your petitioner is advised to have the said Della Johnson made a party defendant to these proceedings.

Wherefore, your petitioner prays that an order be passed by this Honorable Court amending the said original Bills of Complaint filed in these consolidated cases so as to make the said Della Johnson party defendant to these proceedings, and that her said rights, if any,

be determined along with those of the said Robert M. Suiter.

May It Please Your Honor to grant unto your petitioner the writ of subpoena directed to the said Della Johnson, residing at 618 Dolphin Street, Baltimore City, commanding her 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.

William M. Maloy, Receiver
Petitioner

State of Maryland, Baltimore City, To Wit:

I Hereby Certify, That on this 19th day of November, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, petitioner herein, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Seal)

John McCullough

(Place)

Notary Public

ORDER

Upon the foregoing petition and affidavit, it is this 22nd day of November, 1937, by the Circuit Court of Baltimore City,

Ordered, That the above named Della Johnson be, and she is hereby made party defendant to these proceedings, as consolidated, and that the writ of subpoena be directed to the above named party as mentioned in the foregoing petitions ^{as} / prayed.

George A. Solter
Judge

REPORT OF SALE Filed 18th December 1937

Ex Parte In The Matter of First Mortgage	In The Circuit Court
Bond Homestead Association, Inc., a body corporate	of Baltimore City
Fred M. Supplee, Plaintiff, vs. First Mortgage Bond	In The Circuit Court
Homestead Association, Inc., a body corporate, Defendant	of Baltimore City
	Consolidated Cases

To The Honorable, The Judge of said Court:

The Report of William M. Maloy, Receiver appointed by a decree of this Court, passed in the above entitled cause, dated the 4th day of June, 1937, to make sale of certain fee simple property therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law and the decree in said case, your Receiver sold at private sale, subject to the ratification of this Honorable Court, and subject to the usual broker's commission to Charles F. Lee, the following described property:

Being lots 18, 19 and 20, Plat B. Horn Point, Anne Arundel County Maryland, and being also three of the lots in a deed from Linwood L. Clark and wife to the First Mortgage Bond Homestead Association, Inc., dated the 7th day of September, 1934, and duly recorded among the Land Records of Anne Arundel County.

Your Receiver reports that he has sold said property to George Dickerson and Lillian Augusta Dickerson, his wife, at and for the sum of Seven Hundred and Fifty Dollars.

William M. Maloy
Receiver

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 13th day of December, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, 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 was fairly made.

As Witness my hand and Notarial Seal.

(Seal)

Elizabeth J. Cross

(Place)

Notary Public

CERTIFICATE

We, the undersigned, real estate brokers located in Anne Arundel County, do hereby certify that we have examined lots No. 18, 19 and 20, Plat B, Horn Point, described in the foregoing Report of Sale, and in our opinion the price named for said lots is a fair one and all that said lots are reasonably worth.

James H. Murray

David S. Jenkins

ORDER NISI Filed 18th December 1937

Ex Parte First Mortgage Bond
Homestead Association, Inc.
Fred M. Supplee vs. First Mortgage
Bond Homestead Association, Inc.

In The Circuit Court
of
Baltimore City

Ordered, by the Circuit Court of Baltimore City this 18th day of December, 1937, that the private Sale of the property mentioned in these proceedings, made and reported by William M. Maloy, Receiver, be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 19th day of January, 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 12th day of January, 1938.

The Report states the amount of private sale to be \$750.00

Edwin T. Dickerson

REPORT OF SALE Filed 12th January 1938

Ex Parte In The Matter of First Mortgage Bond
Homestead Association, Inc., a body corporate,
Fred M. Supplee, Plaintiff, vs. First Mortgage
Bond Homestead Association, Inc., a body corporate,
Defendant,

In The Circuit Court
of Baltimore City
In The Circuit Court
of Baltimore City

To The Honorable, The Judge of Said Court:

The Report of William M. Maloy, Receiver appointed by a decree of this Court, passed in the above entitled cause, dated the 4th day of June, 1937, to make sale of certain fee simple property therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law and the decree in said case, your Receiver sold at private sale, subject to the ratification of this Honorable Court, and subject to the usual broker's commission to Charles F. Lee, the following described property:

Being lot 11, Plat A, Horn Point, Anne Arundel County, Maryland, and being also one of the

lots in a deed from Linwood L. Clark and wife to the First Mortgage Bond Homestead Association, Inc., dated the 7th day of September, 1934, and duly recorded among the Land Records of Anne Arundel County.

Your Receiver reports that he has sold said property to Lawrence E. Wilde and Bessie R. Wilde, his wife, at and for the sum of Four Hundred and Fifty Dollars.

William M. Maloy.

Receiver

State of Maryland, Baltimore City, To wit: .

I Hereby Certify, That on this 6th day of January, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, 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 was fairly made.

As Witness my hand and Notarial Seal.

(Seal)

John McCullough

(Place)

Notary Public

CERTIFICATE

We, the undersigned, real estate brokers located in Anne Arundel County, do hereby certify that we have examined lot No. 11, Plat A, Horn Point, described in the foregoing Report of Sale, and in our opinion the price named for said lot is a fair one and all that said lot is reasonably worth.

Carey L. Meredith

James H. Murray

ORDER NISI Filed 12th January 1938

Ex Parte In the Matter of First Mortgage
Bond Homestead Association, Inc.
Fred M. Supplee vs. First Mortgage Bond Homestead
Association, Inc.

In The Circuit Court
of
Baltimore City

Ordered, by the Circuit Court of Baltimore City this 12th day of January, 1938, that the private Sale of the property mentioned in these proceedings, made and reported by William M. Maloy, Receiver, be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 12th day of February, 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 February, 1938.

The Report states the amount of private sale to be \$450.00

Sam'l K. Dennis

Eugene A. Edgett, Solicitor, Central Savings Bank Building.

Richard D. Biggs, Solicitor, Union Trust Building.

Harry D. Kaufman, Solicitor, 207 North Calvert Street.

In The Circuit Court of Baltimore City-(A--120--1936)--Ex parte First Mortgage Bond Homestead Association, Inc. Fred M. Supplee vs. First Mortgage Bond Homestead Association, Inc.

Ordered by the Circuit Court of Baltimore City this 18th day of December, 1937, that the private sale of the property mentioned in these proceedings, made and reported by William M. Maloy, receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th day of January, 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 12th day

of January, 1938.

The report states the amount of private sale to be \$750.

Edwin T. Dickerson.

True Copy--Test: Chas. R. Whiteford,
Clerk.

Certificate of Publication. Filed 20th January 1938

Baltimore, Jan. 3, 1938

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court of Baltimore City, Case of Fred M. Supplee vs. First Mtge Bond Homestead Assn. was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 12th day of Jan. 1938. First insertion Dec., 1938.

The Daily Record

Per A. W. Ritzel

FINAL ORDER Filed 20th January 1938

Ex Parte First Mortgage Bond

In The Circuit Court

Homestead Ass'n., Inc.

of

Fred M. Supplee vs. First Mortgage

Baltimore City

Bond Homestead Association, Inc.

Ordered By The Court, This 20th day of January, 1938, that the private sale made and reported by the Receiver on December 18th 1937 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

Certificate of Publication. Filed 14th February 1938

Baltimore, Jan, 27 1938

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court of Baltimore City, Case of Fred M. Supplee vs. First Mtge Bond Homestead Assn. 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 Feb., 1938. First insertion Jan. 13th, 1938.

The Daily Record

Per Arthur M. Stevenson, 3rd.

FINAL ORDER Filed 14th February 1938

Ex Parte In the Matter of First Mortgage

In The Circuit Court

Bond Homestead Association, Inc.

of

Fred M. Supplee vs. First Mortgage

Baltimore City

Bond Homestead Ass'n., Inc.

Ordered By The Court, This 14th day of February, 1938, that the private sale made and reported by the Receiver on January 12th, 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

REPORT OF SALE Filed 26th February 1938

Es Parte In The Matter of First Mortgage

In The Circuit Court

Bond Homestead Association, Inc., a body corporate,

of Baltimore City

Fred M. Supplee, Plaintiff, vs. First Mortgage
Bond Homestead Association, Inc., a body
corporate, Defendant,

In The Circuit Court
of
Baltimore City

To The Honorable, The Judge of Said Court:

The Report of William M. Maloy, Receiver appointed by a decree of this Court, passed in the above entitled cause, dated the 4th day of June, 1937, to make sale of certain fee simple property therein mentioned respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law and the decree in said case, your Receiver sold at private sale, subject to the ratification of this Honorable Court, and subject to the usual broker's commission to Charles F. Lee, the following described property:

Being Lot No. 1, Plat B, Horn Point, Anne Arundel County, Maryland, and being also one of the lots in a deed from Linwood L. Clark and wife to the First Mortgage Bond Homestead Association, Inc., dated the 7th day of September, 1934, and duly recorded among the Land Records of Anne Arundel County.

Your Receiver reports that he has sold said property to James J. Logan and Violet May Logan, his wife, at and for the sum of Three Hundred and Fifty Dollars.

William M. Maloy
Receiver

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 23rd day of February, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared entitled case, and made oath in due form of law that the facts stated in the William M. Maloy, Receiver in the above /aforegoing Report of Sale are true as therein set forth, and that the sale was fairly made.

As Witness my hand and Notarial Seal.

(Seal) John McCullough
(Place) Notary Public

CERTIFICATE

We, the undersigned, real estate brokers located in Anne Arundel County, do hereby certify that we have examined Lot No. 1, Plat B, Horn Point, described in the foregoing Report of Sale, and in our opinion the price named for said lot is a fair one and all that/said lot is reasonably worth.

James H. Murray
David S. Jenkins

ORDER NISI Filed 26th February 1938

Ex Parte In the Matter of First Mortgage
Bond Homestead Association, Inc.

In The Circuit Court
of Baltimore City

Ordered, by the Circuit Court of Baltimore City this 26th day of February, 1938, that the private Sale of the property mentioned in these proceedings, made and reported by William M. Maloy, Receiver, be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 30th day of March, 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 23rd day of March, 1938.

The Report states the amount of private sale to be \$350.00

Edwin T. Dickerson

DECREE Filed 28" February 1938

The cause standing ready for hearing on bill and amended bill of complaint against Marie C. Steinmetz Mundy, Committee for Joseph A. Steinmetz, formerly Marie C. Steinmetz, Committee as aforesaid, and Robert M. Suiter and others, and a decree pro confesso having been filed against the defaulting defendant, Marie C. Steinmetz Mundy, Committee for Joseph A. Steinmetz, and the time allowed under said decree having expired and testimony having been taken; and the answer of Robert M. Suiter to the bill of complaint and amended bill of complaint having been read and considered, it is this 28th day of February, 1938, by the Circuit Court of Baltimore City,

ORDERED, ADJUDGED & DECREED:

(1) That Marie C. Steinmetz Mundy, Committee for Joseph A. Steinmetz, and Robert M. Suiter, parties to the agreement of April 15, 1934, and also parties to the petition for the dismissal of the prior receivership and substituted trusteeship of the First Mortgage Bond Homestead Association, Inc. in the proceedings of Schneider vs. First Mortgage Bond Homestead Association, Inc. et al (Circuit Court No. 2 of Baltimore City, Docket No. 41-A folio 265) and in said petitions and in said proceedings of Sherwood et al Receivers et al vs. First Mortgage Bond Homestead Association, Inc. et al (Circuit Court No. 2 of Baltimore City, Docket 41-A folio 275) be and they are found, declared, ordered, adjudged and decreed to be bound by said agreement of April 15, 1934, and further that in accordance with the true interpretation of said agreement that the rights and interests of each of said defendants as aforesaid are hereby adjudged and declared as follows:

(a) to be bondholders in and to the amount of 50% of the face value of the bonds that they hold and own;

(b) that said bonds be and they are reduced to 50% of their face value as provided in said agreement of April 15, 1934;

(c) that each of said bonds is without lien on any of the properties described and referred to in the said bonds and mortgages securing said bond; that each and every of said bonds has in said agreement of April 15, 1934, surrendered, waived and yielded up, every lien on the property described in said bond and in the mortgage securing said bond; and that each and every bond herein concerned be and it is without lien on any particular property and that all bonds herein concerned have an equal and common lien on the proceeds of all bonded property and on the proceeds of one-half of all of the assets of said Association, as in said agreement of April 15, 1934, provided;

(d) that accordingly, by the true meaning and effect of said agreement of April 15, 1934 as found, declared and decreed by this Court, all mortgagors are to be given full credit for all principal payments hereinbefore made to said Association as a corporation, or as trustee, on account of the principal of their particular mortgage to said Association as a corporation or as trustee.

(e) that upon all mortgages which the Association holds as a corporation or as trustee and upon all other debts due the Association, whether secured or otherwise, the mortgagor or debtor is to be given credit for all sums paid heretofore on the principal of their particular debts.

(f) that said agreement of April 15, 1934 be and it is hereby declared to be binding and effective between the aforesaid bondholders, free-shareholders and creditors of said As-

sociation as a corporation or as trustee.

(2) That William M. Maloy, Receiver in these proceedings, consolidated as aforesaid, be and he is hereby authorized, empowered and directed to sell or otherwise dispose of at public auction or at private sale the following classes of property in which the said Marie C. Steinmetz Mundy, Committee for Joseph A. Steinmetz and Robert M. Suiter, are interested,

(1) all properties & assets of this Association which are not subject to mortgages or other liens; (2) all properties of the Association which are held by said Association as purchaser at foreclosure sale; (3) all properties of the Association held by title under deed, directly or indirectly from the original mortgagor or mortgagors who had executed bonds on said property or properties; (4) all those properties held by the Association upon which properties the mortgages and bonds secured thereby were executed by Lula Boone "straw" mortgagor.

(3) That William M. Maloy, Receiver, in these proceedings consolidated as aforesaid, be and he is hereby authorized, empowered and directed (a) to collect the sums due on, to institute and conduct foreclosure or other proper proceedings to collect and enforce payment of the sums due on loans, debts, or mortgages due the Association, and to secure which the Association holds title by deed to said properties; (b) to collect the amounts due, to release and enter "satisfied and settled" all confessed judgments held by the Association as security for loans or debts, and in the event of inability to obtain payment of the amounts due under said confessed judgments, then by execution, sale under judicial process or other proper proceedings to enforce payment and satisfaction of said judgments; (c) to collect the amounts due, or by suit, action, judicial process, execution or other legal process, to enforce payment of the amounts due to the Association secured by contracts of sale; (d) to collect and enforce payment by foreclosure, judicial sale or other proper proceeding, of all amounts due the Association under collateral or other loan agreements; (e) to collect and enforce payment and satisfaction by foreclosure or other proper proceedings, all debts and sums due the Association under building and loan association, installment or term mortgages.

(4) That William M. Maloy, Receiver in these proceedings, consolidated as aforesaid, and that the First Mortgage Bond Homestead Association, Inc., Trustee, a party to these proceedings, be and they are hereby authorized, empowered, ordered and directed, upon receipt of the balance of principal and interest due upon all of the trustee mortgages, with full credit being given for all amounts of principal at any time heretofore paid on the principal of the particular mortgage, to execute a full and complete release of the mortgage on said property, which release shall have the force and effect of releasing and freeing the particular property from the lien and effect of said mortgage, and of releasing and freeing the mortgagors and signers of the bonds secured by said mortgage of every liability under said mortgage and said bonds.

(5) That William M. Maloy, Receiver, in these proceedings consolidated as aforesaid, and that the First Mortgage Bond Homestead Association, Inc., Trustee, a party to these proceedings, be and they are hereby authorized, empowered and directed, upon receipt of the balance due on any of the mortgages of which said Association is Trustee, and which mortgage is on property or properties which the original mortgagors and signers of the bonds thereon have transferred to other persons, and where persons other than the original mortgagors and signers of the bonds thereon are now the owners of the said property or properties to execute a full and complete release of said mortgage, which release shall have the force and effect of freeing the particular property from the lien of said mortgage, the lien of said bonds and of any lien or claim of the

holders and owners of said bonds.

(6) That paragraph 6 of the Decree of this Court passed in the above entitled cases, as consolidated, be and it is hereby rescinded, and that this Decree be and it is hereby declared to be the determination of the rights of Marie C. Steinmetz Mundy, Committee for Joseph A. Steinmetz, and Robert M. Suiter.

Edwin T. Dickerson

REPORT OF SALE Filed 22nd March 1938

Ex Parte In The Matter of First Mortgage	In The Circuit Court
Bond Homestead Association, Inc., a body corporate,	of Baltimore City
Fred M. Supplee, Plaintiff, vs. First Mortgage	In The Circuit Court
Bond Homestead Association, Inc., a body corporate,	of Baltimore City
Defendant,	Consolidated Cases

To The Honorable, The Judge of Said Court:

The report of William M. Maloy, Receiver appointed by a decree of this Court, passed in the above entitled cause, dated the 4th day of June, 1937, to make sale of certain fee simple property therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law and the decree in said case, your Receiver sold at private sale, subject to the ratification of this Honorable Court, and subject to the usual broker's commission to Charles F. Lee, the following described property:

Being Lot 12, Plat A, Horn Point, Anne Arundel County, Maryland, and being also one of the lots in a deed from Linwood L. Clark and wife to the First Mortgage Bond Homestead Association, Inc., dated the 7th day of September, 1934, and duly recorded among the Land Records of Anne Arundel County.

Your Receiver reports that he has sold said property to Kendrick L. Kelly and Beulah E. Kelly, his wife, at and for the sum of Three Hundred Dollars.

William M. Maloy
Receiver

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 17th day of March, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, 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 was fairly made.

As Witness my hand and Notarial Seal.

(Seal) John McCullough
(Place) Notary Public

CERTIFICATE

We, the undersigned, real estate brokers located in Anne Arundel County, do hereby certify that we have examined Lot No. 12, Plat A, Horn Point, described in the foregoing Report of Sale, and in our opinion the price named for said lot is a fair one and all that said lot is reasonably worth.

David S. Jenkins
James H. Murray

ORDER NISI Filed 22" March 1938

Ex Parte In The Matter of First Mortgage
 Bond Homestead Association, Inc.
 Fred M. Supplee vs. First Mortgage
 Bond Homestead Association, Inc.

In The Circuit Court
 of Baltimore City

Ordered, by the Circuit Court of Baltimore City this 22nd day of March, 1938, that the private Sale of the property mentioned in these proceedings, made and reported by William M. Maloy, Receiver, be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 22" day of April, 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 14th day of April, 1938.

The Report states the amount of private sale to be \$300.00

Sam'l K. Dennis

Richard D. Biggs, Solicitor, Union Trust Building.
 Eugene A. Edgett, Solicitor, 3 East Lexington Street.
 Harry D. Kaufman, Solicitor, 218 East Lexington Street.

In The Circuit Court of Baltimore City--(A--120--1936)--Ex parte in the matter of First Mortgage Bond Homestead Association, Inc., Fred M. Supplee, vs. First Mortgage Bond Homestead Association, Inc.

Ordered, by the Circuit Court of Baltimore City this 22nd day of March, 1938, that the private sale of the property mentioned in these proceedings, made and reported by William M. Maloy, receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd day of April, 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 14th day of April, 1938. The Report states the amount of private sale to be \$300.00

Sam'l K. Dennis

True Copy--Test: Chas. R. Whiteford, Clerk.

Baltimore, Apr. 6, 1938

Certificate of Publication, Filed 23" April 1938
 We hereby certify that the annexed advertisement of Order of Nisi Circuit Court of Baltimore City, Case of Fred M. Supplee vs. First Mtge Bond Homestead Assn. was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 14th day of April, 1938. First insertion March 23rd. 1938

The Daily Record

Per Arthur M. Stevenson, 3rd.

Ex Parte First Mortgage Bond
 Homestead Ass'n., Inc.
 Fred M. Supplee vs. First Mortgage
 Bond Homestead Ass'n., Inc.

In The Circuit Court
 of Baltimore City

Ordered By The Court, This 23rd day of April, 1938, that the private sale made and reported by the Receiver on March 22nd, 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

REPORT OF SALE Filed 28" June 1938

Ex Parte In The Matter of First Mortgage
 Bond Homestead Association, Inc., a body corporate,

In The Circuit Court
 of Baltimore City

Consolidated Cases

To The Honorable, The Judge of Said Court:

The Report of William M. Maloy, Receiver, appointed by a decree of this Court, passed in the above entitled cause, dated the 4th day of June, 1937, to make sale of certain fee simple

property therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law and the decree in said cause, your Receiver sold at private sale, subject to the ratification of this Honorable Court, and subject to the usual broker's commission, the following described property:

Being Lots No. 14 and 15, Plat "A" Horn Point, Anne Arundel County, Maryland, in fee simple, and being also two of the lots described in a deed from Linwood L. Clark and wife to the First Mortgage Bond Homestead Association, Inc., dated the 7th day of September, 1934, and duly recorded among the Land Records of Anne Arundel County.

Your Receiver reports that he has sold said property to Velma Brooks White, at and for the sum of Six Hundred Dollars.

William M. Maloy

Receiver

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 27th day of June, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

As Witness my hand and Notarial Seal.

(Seal)

John McCullough

(Place)

Notary Public

CERTIFICATE

We, The undersigned, real estate brokers located in Anne Arundel County, do hereby certify that we have examined Lots No. 14 and 15, Plat "A", Horn Point, Anne Arundel County, Maryland, described in the foregoing Report of Sale, and in our opinion the price named for said lots is a fair one and all that said lots are reasonably worth.

James H. Murray

David S. Jenkins

ORDER NISI Filed 28th June 1938

Ex Parte In the Matter of First Mortgage
Bond Homestead Association, Inc., a body corporate.

In The Circuit Court
of Baltimore City

Ordered, by the Circuit Court of Baltimore City this 28th day of June, 1938, that the private Sale of the property mentioned in these proceedings, made and reported by William M. Maloy Receiver, be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 28th day of July, 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 21st day of July, 1938.

The Report states the amount of sale to be \$600.00

Edwin T. Dickerson

Richard D. Biggs, Solicitor, Union Trust Building.

Harry D. Kaufman, Solicitor, 220 East Lexington Street.

Eugene A. Edgett, Solicitor, 3 East Lexington Street.

In The Circuit Court of Baltimore City--(A--120--1936)--Ex parte in the matter of First Mortgage Bond Homestead Association, Inc., a body corporate.

Ordered, by the Circuit Court of Baltimore City, this 28th day of June, 1938, that the private sale of the property mentioned in these proceedings, made and reported by William M. Maloy, receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of July, 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 21st day of July, 1938.

The report states the amount of private sale to be \$600.

Edwin T. Dickerson

True Copy--Test: Chas. R. Whiteford, Clerk.

Certificate of Publication. Filed 29" July 1938

Baltimore, July 13, 1938

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court of Baltimore City, Case of Matter of First Mtge Bond Homestead Assn. Inc. was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 21st day of July, 1938. First insertion June 29th, 1938

The Daily Record

Per C. T. Watkins

FINAL ORDER Filed 29" July 1938

Ex Parte In The Matter of The First
Mortgage Bond Homestead Ass'n., Inc., etc.

In The Circuit Court
of Baltimore City

Ordered By The Court, This 29th day of July, 1938, that the private sale made and reported by the Receiver on the 28th day of June, 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.

Joseph N. Ulman

REPORT OF SALE Filed 6" August 1938

Ex Parte In The Matter of First Mortgage
Bond Homestead Association, Inc., a body corporate,

In The Circuit Court
of Baltimore City

Consolidated Cases

To The Honorable, The Judge of Said Court:

The Report of William M. Maloy, Receiver, appointed by a decree of this Court, passed in the above entitled cause, dated the 4th day of June, 1937, to make sale of certain fee simple property therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law and the decree in said case, your Receiver sold at private sale, subject to the ratification of this Honorable Court, and subject to the usual broker's commission, the following described properties:

Being Lots No. 18 and 19, Plat "A" Horn Point, Anne Arundel County, Maryland, in fee simple, and being also two of the lots described in a deed from Linwood L. Clark and wife to the First Mortgage Bond Homestead Association, Inc., dated the 7th day of September, 1934, and duly recorded among the Land Records of Anne Arundel County.

Your Receiver reports that he has sold said properties to John Williams and Gertrude Williams, his wife, at and for the sum of Five Hundred Dollars.

William M. Maloy

Receiver

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 4th day of August, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

As Witness my hand and notarial seal.

(Seal)

John McCullough

(Place)

Notary Public

CERTIFICATE

We, the undersigned, real estate brokers located in Anne Arundel County, do hereby certify that we have examined lots No. 18 and 19, Plat "A" Horn Point, Anne Arundel County, Maryland, described in the foregoing Report of Sale, and in our opinion the price named for said lots is a fair one and all that said lots are reasonably worth.

James H. Murray

David S. Jenkins

ORDER NISI Filed 6" August 1938

Ex Parte First Mortgage Bond

In The Circuit Court

Homestead Association, Inc.

of Baltimore City

Ordered, by the Circuit Court of Baltimore City this 6th day of August, 1938, that the private Sale of the property mentioned in these proceedings, made and reported by William M. Maloy Trustee, be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 7th day of September, 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 31st day of August, 1938.

The Report states the amount of private sale to be \$500.00

Sam'l K. Dennis

Report of Sale Filed 22" August 1938

Fred M. Supplee vs. First Mortgage Bond

In The Circuit Court

Homestead Association, Inc. of Baltimore City

of Baltimore City

To The Honorable, The Judge of Said Court:

The Report of Sale of William M. Maloy, Receiver for the First Mortgage Bond Homestead Association, Inc. of Baltimore City authorized by the Decree of this Court dated the 4th day of June, 1937 in the above entitled cause, to make sale of fee simple property lying in Eastport, in the Second Election District of Anne Arundel County, Maryland, being Lots 13, Plat A; Lots 2, 3 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 21, 22, 23, 24, 25, 26, 27, 28, 29, and the lot marked "Reserved, " Plat B, Horn Point. Subject to the ratification by the Circuit Court for Baltimore City, Maryland. The proceedings in said cause mentioned respectfully shows that he has, pursuant to said authority, sold unto George E. Rullman, at private sale for \$900.00 cash, with understanding that all expenses, including taxes, be adjusted to the

date of settlement, subject to the usual brokerage commission.

William M. Maloy
Receiver

State of Maryland, City of Baltimore, to wit:

I Hereby Certify that on this 22 day of August 1938 before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared William M. Maloy, Receiver for the First Mortgage Bond Homestead Association of Baltimore City, 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.

(Seal) John McCullough
(Place) Notary Public

CERTIFICATE

We, the undersigned real estate brokers, located in Anne Arundel County, do hereby certify that we have examined the fee simple property lying in Eastport, in the Second Election District of Anne Arundel County, Maryland and described in the foregoing Report of Sale and in our opinion the price name of \$900.00 cash, for said fee simple property is a fair one and all that said property is reasonable worth.

David S. Jenkins
James H. Murray

ORDER NISI Filed 22nd August 1938

Fred M. Supplee vs. First Mortgage Bond
Homestead Association of Baltimore City, Inc.

In The Circuit Court
of Baltimore City

Ordered, by the Circuit Court of Baltimore City this 22nd day of August, 1938, that the private Sale of the property mentioned in these proceedings, made and reported by William M. Maloy, Receiver, be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 22nd day of September, 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 15th day of September, 1938.

The Report states the amount of private sale to be \$900.00

J. Abner Payler

PETITION Filed 30th August 1938

Ex Parte In The Matter of First Mortgage
Bond Homestead Association, Inc.

In The Circuit Court
Of Baltimore City

To The Honorable, The Judge of Said Court:

The petition of William M. Maloy, Receiver, respectfully represents:

1. That on or about the 22nd day of July, 1938, your petitioner filed his report of sale in these proceedings for the sale of lots 14 and 15, Plat A, Horn Point, Anne Arundel County, Maryland, to Velma Brooks White.

2. That your petitioner is advised that the said Velma Brooks White has refused to consummate the sale for said lots; that she is out of the jurisdiction of this Court and a non-resident of the State of Maryland, and your petitioner is further advised that she is financially irresponsible and consequently it would be a waste of time and money to attempt to enforce the

said contract, and that it would be to the better advantage of this estate to have the said report of sale rescinded so that your petitioner might be in a position to immediately attempt a resale of the same.

Wherefore, your petitioner prays that an order may be passed accordingly.

William M. Maloy
Petitioner-Receiver

State of Maryland, Baltimore, To wit:

I Hereby Certify, That on this 29th day of August, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver of the First Mortgage Bond Homestead Association, Inc., and made oath in due form of law that the matters and facts set forth in the foregoing Petition is true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Seal) John McCullough
(Place) Notary Public

ORDER

Upon the foregoing petition and affidavit, it is this 30th day of August, 1938, by the Circuit Court of Baltimore City,

Ordered, That the report of sale of lots 14 and 15, Plat A, Horn Point, Anne Arundel County, Maryland, to Velma Brooks White, filed in these proceedings, be and the same is hereby rescinded.

Sam'l K. Dennis
Judge

REPORT OF SALE Filed 2nd September 1938

Ex Parte In The Matter of First Mortgage
Bond Homestead Association, Inc., a body corporate,
To The Honorable, The Judge of Said Court:

In The Circuit Court
of Baltimore City

The Report of William M. Maloy, Receiver, appointed by a decree of this Court passed in the above entitled cause, dated the 4th day of June, 1937, to make sale of certain fee simple property therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law and the decree in said case, your Receiver sold at private sale, subject to the ratification of this Honorable Court, and subject to the usual broker's commission, the following described properties:

Being Lots No. 14 and 15, Plat A, Horn Point, Anne Arundel County, Maryland, in fee simple, and being also two of the lots described in a deed from Linwood L. Clark and wife to the First Mortgage Bond Homestead Association, Inc., dated the 7th day of September, 1934, and duly recorded among the Land Records of Anne Arundel County.

Your Receiver reports that he has sold said properties to George R. Rullman, at and for the sum of \$150.

William M. Maloy
Receiver

State of Maryland, Baltimore City, To wit:

I Hereby Certify, That on this 29th day of August, 1938, before me, the subscriber, a

Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William M. Maloy, Receiver in the above entitled case, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

As Witness my hand and Notarial Seal.

(Seal)

John McCullough

(Place)

Notary Public

CERTIFICATE

We, the undersigned, real estate brokers located in Baltimore City, do hereby certify that we have examined lots Nos. 14 and 15, Plat A, Horn Point, Anne Arundel County, Maryland, described in the foregoing Report of Sale, and in our opinion the price named for said lots is a fair one and all that said lots are reasonably worth.

David S. Jenkins

James H. Murray

ORDER NISI Filed 2" September 1938

Ex Parte In the Matter of First Mortgage

In The Circuit Court

Bond Homestead Association, Inc., etc.

of Baltimore City

Ordered, by the Circuit Court of Baltimore City this 2nd day of September, 1938, that the private Sale of the property mentioned in these proceedings, made and reported by William M. Maloy Receiver, be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 3rd day of October, 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 26th day of September, 1938.

The Report states the amount of private sale to be \$150.00

Sam'l K. Dennis

Harry D. Kaufman, Solicitor, 207 North Calvert Street.

Eugene A. Edgett, Solicitor, Central Savings Bank Building.

Richard D. Biggs, Solicitor, Union Trust Building.

In The Circuit Court of Baltimore City--(A--120--1936)--Ex parte First Mortgage Bond Homestead Association, Inc.

Ordered by the Circuit Court of Baltimore City this 6th day of August, 1938, that the private sale of the property mentioned in these proceedings, made and reported by William M. Maloy, trustee, be^{ratified} and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of September, 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 31st day of August, 1938.

The report states the amount of private sale to be \$500.

Samuel K. Dennis.

True Copy--Test: Chas. R. Whiteford, Clerk.

Certificate of Publication, Filed 8" September, 1938

Baltimore, Aug. 22, 1938

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court of Baltimore City, Case of Matter of First Mtge Bond Homestead Assn. Inc. was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 31st day of Aug., 1938. First insertion Aug. 8th, 1938.

The Daily Record
Per Arthur M. Stevenson, 3rd.

FINAL ORDER Filed 8th September 1938

Ex Parte First Mortgage Bond Homestead
Association, Inc.

In The Circuit Court
of Baltimore City

Ordered by the Court, This 8th day of September, 1938, that the private sale made and reported by the Receiver on August 6th, 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

William M. Maloy, Solicitor, Baltimore Life Building.

In The Circuit Court of Baltimore City--(A--1047--1936)--Fred M. Supplee vs. First Mortgage Bond Homestead Association of Baltimore City, Inc.

Ordered, by the Circuit Court of Baltimore City this 22nd day of August, 1938, that the private sale of the property mentioned in these proceedings, made and reported by William M. Maloy, receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd day of September, 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 15th day of September, 1938.

The report states the amount of private sale to be \$900.

J. Abner Sayler,

True Copy--Test: Chas. R. Whiteford, Clerk.

Certificate of Publication. Filed 23rd September 1938

Baltimore, Sept. 6, 1938

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court of Baltimore City, Case of Fred M. Supplee vs. First Mtge. Bond Homestead Assn. was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 15th day of Sept., 1938. First insertion Aug. 23rd., 1938

The Daily Record

Per A. W. Ritzel

FINAL ORDER Filed 23rd September 1938

Fred M. Supplee vs. First Mortgage
Bond Homestead Association, Inc.

In The Circuit Court
of Baltimore City

Ordered By The Court, This 23rd day of September, 1938, that the private sale made and reported by the Receiver, on August 22nd, 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

Harry D. Kaufman, Solicitor, 220 East Lexington Street.

Eugene A. Edgett, Solicitor, Central Savings Bank Building.

Richard D. Biggs, Solicitor, Union Trust Building.

In The Circuit Court of Baltimore City--(A--1056-1936)--Ex parte in the matter of First Mortgage Bond Homestead Association, Inc., etc.

Ordered by the Circuit Court of Baltimore City this 2nd day of September, 1938, that the

private sale of the property mentioned in these proceedings, made and reported by William M. Maloy, receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd day of October, 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 26th day of September, 1938.

The report states the amount of private sale to be \$150.

Samuel K. Dennis

True Copy--Test: Chas. R. Whiteford, Clerk.

Certificate of Publication. Filed 4th October 1938

Baltimore, Sept. 17, 1938

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court of Baltimore City, Case of Matter of First Mtge Bond Homestead Assn. Inc. 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 26th day of Sept., 1938. First insertion Sept. 3rd, 1938.

The Daily Record

Per Arthur M. Stevenson, 3rd.

FINAL ORDER Filed 4th October 1938

Ex Parte In the Matter of First Mortgage
Bond Homestead Association, Inc., etc.

In The Circuit Court
of Baltimore City

Ordered By The Court, This 4th day of October, 1938, that the sale made and reported by the Receiver on September 2nd, 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 and Order of Court filed February 8th, 1936; Bill of Complaint filed March 26, 1936; Answer filed March 26, 1936; Order of Court dated March 26, 1936; Notation of Bond; Order of Court dated March 31, 1936; Petition and Order of Court filed April 15, 1936; Petition and Order of Court filed May 18, 1936; Petition and Order of Court filed May 18, 1936; Receivers Report of Sale filed May 19, 1936; Order Nisi filed May 19, 1936; Receivers Report of Sale filed May 19, 1936; Order Nisi filed May 19, 1936; Petition and Order of Court filed May 23, 1936; Petition and Order of Court filed May 23, 1936; ~~Petition and Order of Court filed May 23, 1936;~~ Receivers Report of Sale filed May 25, 1936; Order Nisi filed May 25, 1936; Receiver Report of Sale filed May 25, 1936; Order Nisi filed May 25, 1936; Certificate of Publication of Order Notice to Creditors filed June 2, 1936; Certificate of Publication of Receivers Report of Sale filed June 20, 1936; Final Order of Ratification of Receivers Report of Sale filed June 20, 1936; Certificate of Publication of Receivers Report of Sale filed June 20, 1936; Final Order of Ratification of Receivers Report of Sale filed June 20th, 1936; Certificate of Publication of Receivers Report of Sale filed June 26, 1936; Final Order of Ratification of Receivers Report of Sale filed June 26, 1936; Certificate of Publication of Receivers Report of Sale filed June 26, 1936; Final Order of Ratification of Receivers Report of Sale filed June 26, 1936; Receivers Report of Sale filed June 26, 1936; Petition and Order of Court filed June 29, 1936; Receivers Report of Sale filed July 1, 1936; Order Nisi on Receivers Report of Sale filed July 1, 1936;

Certificate of Publication of Receivers Report of Sale filed August 3, 1936; Final Order of Ratification of Receivers Report of Sale filed August 3, 1936; Petition, Exhibit and Order of Court filed November 10, 1936; Petition and Order of Court filed February 20, 1937; Petition and Order of Court filed February 20, 1937; Petition and Order of Court filed March 1, 1937; Answers filed March 8, 9th and 11, 1937; Petition and Order of Court filed March 16, 1937; Receivers Report of Sale filed March 17, 1937; Order Nisi on Receivers Report of Sale filed March 17", 1937; Answers filed March 19, 22nd and 23, 1937; Petition and Order of Court filed March 24, 1937, Answer filed March 27, 1937; Decree Pro Confesso filed March 29, 1937; Petition and Order of Court filed April 12, 1937; Receivers Report of Sale filed April 12, 1937; Order Nisi on Receivers Report of Sale filed April 12, 1937; Petition and Order of Court filed April 12, 1937; Receivers Report of Sale filed April 12, 1937; Order Nisi on Receivers Report of Sale filed April 12, 1937; Answer filed April 15, 1937; Certificate of Publication of Receivers Report of sale filed April 19, 1937; Final Order of Ratification of Receivers Report of Sale filed April 19, 1937; Petition and Order of Court filed April 30, 1937; Receivers Report of Sale filed April 30, 1937; Order Nisi on Receivers Report of Sale filed April 30, 1937; Certificate of Publication of Receivers Report of Sale filed May 13, 1937; Final Order of Ratification of Receivers Report of Sale filed May 13, 1937; Certificate of Publication of Receivers Report of Sale filed May 13, 1937; Final Order of Ratification of Receivers Report of Sale filed May 13, 1937; Certificate of Publication of Receivers Report of Sale filed June 2, 1937; Final Order of Ratification of Receivers Report of Sale filed June 2, 1937; Decree of Court filed June 4, 1937; Petition and Order of Court filed June 11, 1937; Receivers Report of Sale filed June 11, 1937; Order Nisi on Receivers Report of Sale filed June 11, 1937; Certificate of Publication of Receivers Report of Sale filed July 13, 1937; Final Order of Ratification of Receivers Report of Sale filed July 13, 1937; Petition filed August 5, 1937; Receivers Report of Sale filed September 3, 1937; Order Nisi on Receivers Report of Sale filed September 3, 1937; Receivers Report of Sale filed September 14, 1937; Order Nisi on Receivers Report of Sale filed September 14, 1937; Receivers^{Report} of Sale filed September 30, 1937; Order Nisi on Receivers Report of Sale filed September 30, 1937; Certificate of Publication of Receivers Report of Sale filed October 5, 1937; Final Order of Ratification of Receivers Report of Sale filed October 5, 1937; Decree Pro Confesso filed October 7, 1937; Receivers Report of Sale filed October 7, 1937; Order Nisi on Receivers Report of Sale filed October 7, 1937; Petition and Order of Court filed October 11, 1937; Certificate of Publication of Receivers Report of Sale filed October 16, 1937; Final Order of Ratification of Receivers Report of Sale filed October 16, 1937; Certificate of Publication of Receivers Report of Sale filed November 1, 1937; Final Order of Ratification of Receivers Report of Sale filed November 1, 1937; Certificate of Publication of Receivers Report of Sale filed November 9, 1937; Final Order of Ratification of Receivers Report of Sale filed November 9, 1937; Petition and Order of Court filed November 22, 1937; Receivers Report of Sale filed December 18, 1937; Order Nisi on Receivers Report of Sale filed December 18, 1937; Receivers Report of Sale filed January 12, 1938; Order Nisi on Receivers Report of Sale filed January 12, 1938; Certificate of Publication of Receivers Report of Sale filed January 20, 1938; Final Order of Ratification of Receivers Report of Sale filed January 20, 1938; Certificate of Publication of Receivers Report of Sale filed February 14, 1938; Final Order of Ratification of Receivers Report of Sale filed February 14, 1938; Receivers Report of Sale filed February 26, 1938; Order Nisi on Receivers Report of Sale filed February 26, 1938; Decree

of Court filed February 28, 1938; Receivers Report of Sale filed March 22, 1938; Order Nisi on Receivers Report of Sale filed March 22, 1938; Certificate of Publication of Receivers Report of Sale filed April 23, 1938; Final Order of Ratification of Receivers Report of Sale filed April 23, 1938; Receivers Report of Sale filed June 28, 1938; Order Nisi on Receivers Report of Sale filed June 28, 1938; Certificate of Publication of Receivers Report of Sale filed July 29, 1938; Final Order of Ratification of Receivers Report of Sale filed July 29, 1938; Receivers Report of Sale filed August 6, 1938; Order Nisi Receivers Report of Sale filed August 6, 1938; Receivers Report of Sale filed August 22, 1938; Order Nisi on Receivers Report of Sale August 22, 1938; Petition and Order of Court filed August 30, 1938; Receivers Report of Sale filed September 2, 1938; Order Nisi on Receivers Report of Sale filed September 2, 1938; Certificate of Publication of Receivers Report of Sale filed September 8, 1938; Final Order of Ratification of Receivers Report of Sale filed September 8, 1938; Certificate of Publication of Receivers Report of Sale filed September 23, 1938; Final Order of Ratification of Receivers Report of Sale filed September 23, 1938; Certificate of Publication of Receivers Report of Sale filed October 4, 1938 and Final Order of Ratification of Receivers Report of Sale filed October 4, 1938, now on file in this office in the cause therein entitled Ex Parte First Mortgage Bond Homestead Association, Inc.; and Fred M. Supplee vs. First Mortgage Bond Homestead Association, Inc.

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court, this 7th day of August A. D. 1939.

(Court)

Chas. R. Whiteford,

(Seal)

Clerk.

In the matter of the : No. 6367 Equity
 Trust Estate of : In the Circuit Court
 Folger McKinsey & wife. : for Anne Arundel County.

Petition & Order of Court Filed August 4th 1932

To the Honorable the Judges of said Court,

The petition of Orlando Ridout, Trustee in the above entitled case respectfully states,

First: That by Deed of Trust dated the 27th day of April in the year 1932 and recorded among the land record books of Anne Arundel County in Liber F. S. R. No. 96 folio 435, Folger McKinsey and Fannie H. McKinsey, his wife conveyed unto the said Orland Ridout, Jr., Trustee all of that property situated in the Third Election District of Anne Arundel County in special confidence and trust to take over, control and manage, invest, re-invest, sell, mortgage, deed or convey and to collect the rents, profits, incomes and issues arising from said estate and after paying there out taxes, insurance, mortgage interest and all other expenses incident to the management and control of the said estate and the costs of administering of said trust, including a commission to the Trustee at the rate of five percent upon the receipts, incomes and revenue, the remainder of the net income to be applied to the payment of all liens against said property until the same are fully paid and satisfied and upon the full payment of all liens against said property the remaining portions of said property not sold by said Trustee in the execution of this trust as provided by the terms hereof shall be conveyed and transferred by the Trustee to the three following named children and one grandchild of the said Folger and Fannie H. McKinsey, to wit: Lois McKinsey Williams, Mary McKinsey Ridout, Dungan McKinsey and Woerner McKinsey, Jr., as tenants in common.

Second: That in compliance with the terms of the trust the said Orland Ridout sold six (6) acres of land to a Mr. Messick for which he received Six hundred dollars (\$600.00), a deed for which property has been signed, executed and delivered to Dr. Messick's Counsel, Mr. Oscar Hatton.

Third: That prior to the sale of this property your Trustee filed a personal bond in the Circuit Court for Anne Arundel County in the penalty of Twenty thousand dollars (\$20,000.00).

Fourth: That after the filing of this bond he negotiated the sale of one lot to Donald A. Logan for the sum of Seven hundred dollars (\$700.00) and Logan presented the title examination to the Maryland Title Company who refused to pass the title unless a corporate bond was given and in order to comply with the demands of the Maryland Title Company your petitioner secured a corporate bond through E. Churchill Murray, agent for the New Amsterdam Casualty Company with the understanding that the premium on said bond would be One hundred and ten dollars (\$110.00) a year, however, the said Agent after taking the matter up with his Company found that the premium on said bond would be One hundred and ninety dollars (\$190.00) a year, which your petitioner felt was too great an expense for the estate and consequently he solicited a bond from another security Company, the Indemnity Insurance Company of North America through the agency of Allen Bowie Howard of Annapolis, the premium on which bond is eighty dollars (\$80.00) a year.

Fifth: That your petitioner had filed the bond of the New Amsterdam Casualty Company before he knew definitely what the premium would be and in view of the fact that the premium of the Indemnity Insurance Company of North America is One hundred and ten dollars (\$110.00) cheaper, your petitioner is requesting the Court to permit him to withdraw the bond of the New Amsterdam Casualty Company and file instead the bond of the Indemnity Insurance Company of

North America.

Sixth: That your petitioner files herewith a statement of all assets that have come into his hands since the execution of the Deed of Trust and all expenditures made for or on account of said Estate.

To the end therefore, Your Petitioner prays the Court to pass an order directing him to withdraw the bond of the New Amsterdam Casualty Company filed with the Clerk of the Circuit Court for Anne Arundel County and to substitute therefore the bond of the Indemnity Insurance Company of North America.

Orlando Ridout, Jr.

Trustee.

Ordered on the foregoing this 4th day of August in the year of our Lord Nineteen hundred and thirty-two that Orlando Ridout, Trustee is hereby authorized and directed to substitute the bond of the Indemnity Insurance Company of North America in the place and stead of the bond heretofore filed of the New Amsterdam Casualty Company, it appearing from his statement under oath that no obligation has accrued for which the bond of the New Amsterdam Casualty Company could be made liable to the present day, it is further ordered that said bond be and is hereby approved.

Robert Moss, A. J.

Statement of Orlando Ridout, Trustee

<u>Income</u>	Cowden rent	\$200.00	
	Brown rent	28.84	
	Ashehurst rent	78.85	
	Messick Sale	5.00	
	Kemler rent	300.00	
	Stenersen rent	125.00	
	Messick Sale ground	595.00	
	Brown rent	20.84	
	Cash advanced by Orlando Ridout, Trustee	<u>74.11</u>	\$1,427.64
<u>Expenditures</u>			
	Mr. Hall, survey	80.00	
	C. & P. Telephone	10.15	
	Gas & Electric	5.80	
	Gas & Electric	1.90	
	Gas & Electric	7.76	
	Gas & Electric	2.40	
	Trash can	8.25	
	Garbage cans	2.50	
	Dishes	2.00	
	Preston Bldg. & Loan Assn.	400.00	
	Insurance	60.00	
	Gas & Electric	2.10	
	Gas & Electric	10.38	
	Gas & Electric	7.88	
	Gas & Electric	6.15	

Amount brought forward

\$1,427.64

Expenditures

Window shades	1.35	
Window glass	1.40	
Dishes	1.00	
Preston Bldg. & Loan Assn.	400.00	
Gas & Electric	3.00	
C. & P. Telephone	.90	
Recording bonds	1.00	
Preston Bldg. & Loan Ass.	50.00	
Meredith Supply Co.	23.18	
Macht Mortgage	168.00	
C. & P. Telephone	5.70	
Prudential Loan	28.05	
Preston Bldg. & Loan Assn.	100.00	
Mr. Hall, survey	25.00	
W. F. Childs & Co.	4.62	
Window shades	3.00	\$1,423.47
Cash in Bank		\$ 4.17

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this fourth day of August in the year 1932, before me the subscriber a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Orlando Ridout, Trustee and made oath in due form of law that the above statement is true to the best of his knowledge and belief and the same includes all the money received and paid out since his appointment as Trustee.

Witness my hand and seal Notarial.

(Notarial Seal)

F. Wilhelmina Pettebone

Notary Public.

Bond -- Filed and Approved 4th. August, 1932

Know All Men By These Presents:

That we, Orlando Ridout, of Annapolis, Maryland, Principal, and the Indemnity Insurance Company of North America, of Philadelphia, Pennsylvania, a corporation of the State of Pennsylvania, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nineteen Thousand Dollars (\$19,000.00) 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 2nd. day of August in the year of our Lord one thousand, nine hundred and thirty-two.

Whereas The Above Bounden Orlando Ridout by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, has been appointed trustee to sell real estate mentioned in the proceedings in the case of trust estate of Folger McKinsey and wife now pending in said Court.

Now The Condition Of The Above Obligation Is Such That, if the above bounden Orlando Ridout 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.

Mary M. Munroe.

(Corporate)

(Seal)

Orlando Ridout (Seal)
Indemnity Insurance Company
of North America

By Allen B. Howard (Seal)
Attorney-in-fact.

Petition for Court to assume jurisdiction of Trust. Filed 30 Sept. 1932

To the Honorable the Judges of said Court:

The petition of Orlando Ridout, Jr., Trustee, respectfully states,

1. That by Deed of Trust dated the 27th day of April in the year 1932, Folger McKinsey and Fannie H. McKinsey, his wife, executed to your Petitioner a Deed of Trust conveying all of their property upon the following trust, to wit,

"To take over, control, manage, invest, reinvest, sell, mortgage, deed or convey, and to collect the rents, profits, incomes and issues arising from said estate, and after paying thereout taxes, insurance, mortgage interest and all other expenses incident to management and control of said property, etc., -----the remaining net income to be applied to the payment of all liens against said property until the same are fully paid and satisfied, etc.-----"

11. That your Petitioner deisres this Court to assume control of said Trust and direct the administration thereof.

To the end therefore

Your Petitioner prays the Court to assume jurisdiction of said Trust.

Orlando Ridout
Petitioner

Eugene P. Childs
Solicitor for Petitioner.

Ordered this 30th day of September in the year 1932 that jurisdiction of the Trust mentioned in the foregoing petition be assumed by the Circuit Court for Anne Arundel County.

Robert Moss, A. J.

Petition and Order of Court to renew mortgage and give additional security. Filed 30, Sept. 1932
To the Honorable the Judges of said Court

The petition of Orlando Ridout, Jr. Trustee, in the above entitled case respectfully states,

1. That by Deed of Trust dated the 27th day of April in the year 1932 certain property was conveyed unto your Orator by Folger McKinsey and Fannie H. McKinsey, his wife in special trust and confidence to take over, control, manage, invest, reinvest, sell, mortgage, deed or convey, and to collect the rents, profits, incomes and issues arising from said estate, and after paying thereout taxes, insurance, mortgage interest and all other expenses incident to management and control of said property, etc., ----- the remaining net income to be applied to the payment of all liens against said property until the same are fully paid and satisfied, etc.-----.

11. That prior to said Deed of Trust the said Folger McKinsey and wife conveyed by way of second mortgage to the Welsh Construction Company to secure a loan of Fifty six hundred dollars (\$5600.) a certain portion of said property containing about eight acres of land more or less, said mortgage bearing date of August 14, 1929 and recorded in F. S. R. No. 59 folio 414, one of the land records of Anne Arundel County.

111. That said mortgage is now overdue and in order to renew the same the mortgagee has requested additional security of fourteen acres of land, which additional security according to the terms of said renewal will be released upon the payment of the sum of One Thousand Dollars (\$1,000.00).

1V. That your petitioner believes that such a renewal will be most advantageous to the trust estate.

To the end therefore,

Your petitioner prays the Court to pass an order authorizing the renewal of said mortgage by way of renewal the additional security of fourteen acres of land.

Orlando Ridout

Petitioner

Eugene P. Childs

Solicitor for Petitioner.

Ordered on the foregoing petition this 30th day of September in the year of our Lord Nineteen hundred and thirty-two, by the Circuit Court for Anne Arundel County that Orlando Ridout, Jr., Trustee be and he is hereby authorized and directed to extend the mortgage now overdue from Folger McKinsey and Fannie H. McKinsey, his wife to the Welsh Construction Company dated August 14, 1929 and recorded in F. S. R. No. 59 folio 414, one of the land record books of Anne Arundel County, until June 1st, 1933, at the rate of six percent per annum, and the said Orlando Ridout, Jr., is hereby further ordered and directed to convey as additional security for said loan in consideration of said extension, an additional collateral mortgage for same indebtedness covering a tract of fourteen acres of land described as follows, "Beginning for the same at a gum tree on the shore line of Cypress Creek; thence, with the lines of Dr. Messick's property North 19 degrees 12 minutes West four hundred and seventy-eight and seven tenths (478.7) feet to a stake by a chestnut tree, thence still with Messick's lands, North 21 degrees 12 minutes West three hundred and eight and one-tenths (308.1) feet to the centre line of a twenty (20) foot road, with the use thereof in common, thence with said centre line, North 88 degrees 53 minutes East six hundred and two and eighteen-hundredths (602.18) feet, and North 84 degrees 11 minutes East one hundred and fifty-nine and one-tenths (159.1) feet to intersect the centre line of a thirty (30) foot road, with the use in common thereof; thence with said centre line of said thirty (30) foot road, South 45 degrees East three hundred (300) feet; thence leaving said road, South 8 degrees 53 minutes West five hundred and sixty-seven and sixty-five-hundredths (567.65) feet to the said shore line of said Creek; thence, with the meanders of said shore line in a westerly direction, to the place of beginning, containing fourteen (14) acres of land, more or less", said additional land to be released upon the payment of said Trustee of the sum of One Thousand Dollars (\$1,000.00) and accrued interest to date of release.

Robert Moss, A. J.

Deed of Trust. Filed 30th Sept. 1932.

This Deed of Trust made this 27th day of April in the year of our Lord Nineteen hundred and thirty-two by and between Folger McKinsey and Fannie H. McKinsey, his wife, parties of the first part and Orlando Ridout, Jr., party of the second part, for purpose of creating the trust hereinafter mentioned.

Witnesseth, that for and in consideration of the sum of One Dollar (\$1.00) and for and upon the following trusts and purposes, the said Folger McKinsey and Fannie H. McKinsey, his wife, parties of the first part do hereby grant and convey unto Orlando Ridout, Jr.,

Trustee, his heirs and assigns all of their right, title, interest and estate both at law and in Equity, including all of their equities of redemption in properties included in said tract of land subject to mortgages, all of that lot of land situated in the Third Election District of Anne Arundel County on the Magothy River and described as follows,

Beginning for the same at an iron pipe set at the end of the North 52 degree 25 minute West 1237 foot line of the conveyance from McKinsey to Debnam as recorded in G. W. No. 129 folio 167 etc. (said point of beginning being in the centre line of a thirty foot right of way), thence with another right of way and with the County Road from Arundel Beach to the Baltimore Annapolis Boulevard South 57 degrees West 892.1 feet to intersect the closing line of "Rockholds Stand" as recorded in N. H. G. No. 10 folio 89 etc., thence with said line of Rockholds Stand and with the lines of Henry Bourke, South 43 degrees 35 minutes East 1857.8 feet to a stone, the beginning stone of said Rockholds Stand and the lines of White and Messick, South 43 degrees 22 minutes East 1109.15 feet to a pipe previously set, thence with the lines of Messick North 72 degrees 37 minutes East 680.0 feet and South 19 degrees 12 minutes East 178.7 feet to a marked gum tree on the shore line of Cypress Creek; thence running down the shore line of said Cypress Creek in an easterly direction and southeasterly direction to the lines of the conveyance from McKinsey to Hobbs, as recorded in W. N. W. No. 52 folio 494 etc., thence leaving said creek and with the lines of said Hobbs North 36 degrees East 175.0 feet and South 53 degrees East 74.0 feet to the lines of the conveyance to James McKinsey as recorded in F. S. R. No. 81 folio 424 etc., thence with the lines of said McKinsey South 63 degrees East 226.9 feet and South 7 degrees 10 minutes West 106.1 feet to the lines of the conveyance to Sarah Grief, as recorded in F. S. R. No. 84 folio 158 etc., thence with the lines of said Grief-South 86 degrees 14 minutes East 76.8 feet and South 19 degrees 14 minutes East 202.25 feet to the shore line of Cypress Creek, thence running down the said shore line, in a generally easterly and northeasterly direction, to intersect the North 60 degrees 22 minutes West 247.0 foot line of the aforesaid conveyance to Debnam as surveyed by E. V. Coonan and Company in June 1916, thence with the lines of said conveyance North 60 degrees 22 minutes West 247.0 feet and North 19 degrees 11 minutes West 227.0 feet to the centre line of a thirty foot right of way to be laid out, thence with the centre line of said right of way the following: North 84 degrees 48 minutes West 838.6 feet, North 63 degrees 54 minutes West 549.5 feet, North 52 degrees 24 minutes West 1778.6 feet, North 55 degrees 15 minutes West 1182.5 feet and North 52 degrees 25 minutes West 1237.0 feet to the beginning.

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

In special confidence and upon the following trusts, to wit: To take over, control, manage, invest, reinvest, sell, mortgage, deed or convey, and to collect the rents, profits, incomes and issues arising from said estate, and after paying thereout taxes, insurance, mortgage interest and all other expenses incident to the management and control of said property and the costs of the administration of said trust including a commission to the Trustee at the rate of five percent upon the receipts, income and revenue, the remaining net income to be applied to the payment of all liens against said property until the same are fully paid and satisfied and upon the full payment of all liens against said property, the remaining portion of said property not sold by said Trustee in the execution of this trust as provided by the terms

hereof shall be conveyed and transferred by the Trustee to the three following named children and one grand-child of the parties of the first part hereto, to wit:

Lois McKinsey Williams, Mary McKinsey Ridout, Dungan McKinsey and Woerner McKinsey, Jr., as tenants in common, upon the death however of any of said above named children or grandchild his, her or their respective interest shall become the property of his, her or their respective descendants per stripes and not per capita.

It is further agreed and understood that for the purpose of effectually carrying out the provisions of this trust, that the Trustee is hereby vested with full power to sell any portion or all of said property if need be to pay the liens, costs, taxes, expenses, interest and charges in the administration of said estate and to sign, seal and acknowledge said deed or deeds in his name as Trustee as fully to all intents and purposes as the parties of the first part hereto could do.

It is further agreed and understood that said Trustee shall have full power to mortgage any portion or all of said property if need be, to carry out the provisions of this trust and to sign, seal and acknowledge said mortgage or mortgages as fully to all intents and purposes as the parties of the first part hereto could do.

It is further agreed and understood that power is hereby given to the Trustee to give proper receipts, releases, acquittances and deeds and to demand, sue for and recover all claims due said estate, and in no case shall a purchaser or mortgagee be charged with the application of the purchase money.

It is further agreed and understood by the parties hereto that the said Trustee shall render an account of all of his transactions relative to said property once each year if such an account is demanded by the parties of the first part hereto, and when all liens against said property are fully paid and satisfied and all costs and incidental expenses are paid and the trust is at an end, by the fulfillment of the conditions herein, said Trustee shall make a full and perfect account to the parties then entitled to the balance of said property, if any, setting forth fully all transactions relative thereto, and shall execute to them his deed as Trustee for the balance of said property, if any, in compliance with the provisions of this deed of trust.

In testimony whereof we have hereunto set our hands and affixed our seals this twenty-seventh day of April 1932.

Witness:

F. Wilhelmina Pettebone

Folger McKinsey (Seal)

Fannie H. McKinsey (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 27th day of April in the year 1932, before me the subscriber a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Folger McKinsey and Fannie H. McKinsey, his wife, and they each acknowledged the foregoing deed of trust to be their act and deed.

Witness my hand and seal Notarial.

(Notarial Seal) F. Wilhelmina Pettebone

Notary Public.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 27th day of April in the year 1932, before me the sub-

scriber a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Orlando Ridout, Jr., the above named Trustee and made oath in due form of law that the consideration set forth in said deed of trust is true and bona fide and that he will accept said trust upon the terms and conditions therein set forth.

Witness my hand and seal Notarial.

Orlando Ridout Jr. (Seal)

Trustee

(Notarial Seal) F. Wilhelmina Pettebone

Notary Public.

I hereby certify that the property named in this deed has been transferred as provided by act 1920

R. Harry Arnold, Clerk.

Petition to change description in Extension of Mortgage & Order of Court thereon.

Filed Oct. 7th., 1932

To the Honorable the Judges of said Court,

The petition of Orlando Ridout, Trustee in said case, respectfully states,

First: That by an Order of this Court dated the 30th day of September 1932, your petitioner as Trustee was directed to execute a certain mortgage by way of additional security for the purpose of extending a prior mortgage from Folger McKinsey and Fannie H. McKinsey, his wife to the Welsh Construction Company dated August 14, 1929 and recorded in F. S. R. No. 59 folio 414, one of the land record books of Anne Arundel County, a description of said additional security being fully set out in the Courts order, as follows:

"Beginning for the same at a gum tree on the shore line of Cypress Creek; thence, with the lines of Dr. Messick's property North 19 degrees 12 minutes West four hundred and seventy-eight and seven tenths (478.7) feet to a stake by a chestnut tree, thence still with Messick's lands, North 21 degrees 12 minutes West three hundred and eight and one-tenths (308.1) feet to the centre line of a twenty (20) foot road, with the use thereof in common, thence with said centre line, North 88 degrees 53 minutes East six hundred and two and eighteen-hundredths (602.18) feet, and North 84 degrees 11 minutes East one hundred and fifty-nine and one-tenths (159.1) feet to intersect the centre line of thirty (30) foot road, with the use in common thereof; thence with said centre line of said thirty (30) foot road, South 45 degrees East three hundred (300) feet; thence leaving said road, South 8 degrees 53 minutes West five hundred and sixty-seven and sixty-five hundredths (567.65) feet to the said shore line of said Creek; thence, with the meanders of said shore line in a westerly direction, to the place of beginning, containing fourteen (14) acres of land, more or less".

Second: That there was found to be an error in said description and that they desire the Court to direct that said error be corrected and the description in said mortgage be changed to read, according to the true description, as follows,

"Beginning for the same at a gum tree on the shore line of Cypress Creek; thence, with the lines of Dr. Messick's property, North, 19 degrees, 12 minutes, West, four hundred and seventy eight and seven tenths (478-7/10) feet to a stake by a chestnut tree, thence, still with Messick's lands, North 21 degrees, 12 minutes, West three hundred and eight and one tenths (308-1/10) feet to the centre line of a thirty (30) foot road, with the use thereof in common, thence with said centre line North 88 degrees, 53 minutes, East six hundred and two and eighteen hundredths (602-18/100) feet, and North 84 degrees 11 minutes, East one hundred and fifty nine and one tenths (159-1/10) feet to intersect the centre line of a thirty (30) foot road, mentioned in deed from

McKinsey to Debnam recorded in Liber G. W. No. 129 folio 167 with the use thereof in common; thence with said centre line of said thirty (30) foot road, South 52 degrees 24 minutes East three hundred (300) feet thence, leaving said road South 8 degrees 53 minutes West five hundred and sixty seven and sixty-five hundredths (567-65/100) feet to the said shore line of said Creek; thence with the meanders of said shore line in a westerly direction to the place of beginning. Containing 14 acres of land, more or less. Being a part of the property conveyed by said Folger McKinsey and wife to said Orlando Ridout, Trustee by deed dated April 27th, 1932 and recorded among the land record books of Anne Arundel County in Liber F. S. R. No. 96 folio 435 etc."

To the end therefore,

Your petitioner prays the Court to pass an order authorizing the changes in said description be made.

Eugene P. Childs

Solicitor for Petitioner.

Ordered on the foregoing petition this 7th day of October in the year 1932 that the changes set forth in the above petition be made as herein prayed.

Robert Moss, A. J.

Petition to ratify Contract of Sale and Order of Court. Filed Aug. 15" 1933.

To the Honorable the Judges of said Court,

The Petition of Orlando Ridout, Jr., Trustee in the above entitled case respectfully shows:

1. That by Deed of Trust dated the 27th day of April in the year 1932 Folger McKinsey and Fannie H. McKinsey, his wife conveyed unto Orlando Ridout, Jr., Trustee certain property in said Deed of Trust described, in special confidence and trust, as follows:

"To take over, control, manage, invest, reinvest, sell, mortgage, deed or convey and to collect the rents, profits, incomes and issues arising from said Estate and after paying there-out taxes, insurance, mortgage interest and all other expenses incident to the management and control of said property and the costs of the administration of said Trust, including a commission to the Trustee at the rate of five percent upon the receipts, income and revenue, the remaining net income to be applied to the payment of all liens against said property until the same are fully paid and satisfied, and upon the full payment of all liens against said property the remaining portion of said property not sold by said Trustee in the execution of this Trust provided by the terms thereof shall be conveyed and transferred by the Trustee to the three following named children and one grand-child of the parties of the first part, to wit, Lois McKinsey Williams, Mary McKinsey Ridout, Dungan McKinsey and Woerner McKinsey, Jr., as tenants in common, upon the death, however, of any of said above named children or grand-child, his, her or their respective interests shall become the property of his, her or their respective descendents per stripes and not per capita."

11. The second paragraph of said Deed of Trust recites as follows,

"It is further agreed and understood that for the purpose of effectually carrying out the provisions of this Trust that the Trustee is hereby vested with full power to sell any portion or all of said property if need be to pay the liens costs, taxes, expenses, interest and charges in the administration of said Estate and to sign, seal and acknowledge said deeds in his name as Trustee as fully to all intents and purposes as the parties to the first part

hereto could do."

III. That the property in said Deed of Trust is considerably involved, all of which indebtedness is secured by mortgages, amounting in the aggregate to about twenty-two thousand dollars.

IV. That the income from said Estate is not sufficient at the present time to take care of the taxes, interest and insurance and in order to reduce the indebtedness of said Estate your Trustee has considered it wise to sell the property as provided in said Deed of Trust.

V. He therefore has entered into two contracts, as follows, first, Contract dated August 7, 1933 with one Alfred M. Geis and Katharine R. Geis, his wife for fourteen acres of unimproved land, at and for the sum of Eighteen hundred dollars (\$1800.00), subject to a commission of ten percent to Charles H. Steffy, Inc., who made the sale, second, he has entered into a Contract dated the 8th day of August 1933, with one Myer Cox and Therese Cox, his wife for the sale of eight and two-tenths (8.2) acres of unimproved land, for the sum of twenty-two hundred dollars (\$2200.00), this also being subject to a commission of ten percent. The assessed value of this land being forty dollars per acre.

VI. That there is a lien of one thousand dollars secured by mortgage on the fourteen acre tract of land, and a lien of three thousand seven hundred and fourteen dollars on the eight acre tract and a bungalow not included in this eight acre sale.

VII. That your Petitioner feels that it is advantageous to the Estate to make these sales in order that he can pay off the liens against the same.

VIII. That by an Order of Court passed in this case dated September 30, 1932 this Court assumed jurisdiction of the Trust, and the Trustee has filed his bond in conformity with the law, which bond has been approved by the Circuit Court for Anne Arundel County.

To the end therefore, your Petitioner prays the Court to confirm the Contracts herein mentioned and to authorize and direct that the Sale of the properties herein mentioned be made according to the terms of said Contracts.

Eugene P. Childs

Solicitor for Trustee.

The foregoing Petition having been read and considered it is thereupon this ____ day of August in the year 1933, ordered and decreed that the Contracts in said Petition mentioned be and the same are hereby confirmed and that the Trustee is hereby directed to make sale of the properties in said Contracts mentioned.

It is further ordered and decreed that as soon as said Sales are made that the Trustee report fully to this Court.

Order Nisi

Ordered, this 15th day of August, 1933, That the sale of the properties mentioned in these proceedings made and reported by Orlando Ridout, Jr. Trustee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 16th 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 16th day of September next.

The report states that the aggregate amount of sales to be \$4,000.00.

Frank S. Revell, Clerk.

Agreement of Sale with Geis and wife Filed August 15th 1933.

This Agreement, Made 7th day of August, Nineteen Hundred and Thirty-three, between Orlando

Ridout, Trustee, party of the first part, hereinafter called Vendor, and Alfred M. Geis and Katherine R. Geis, his wife, parties of the second part, hereinafter called Vendees.

Witnesseth, That the said party of the first part does hereby bargain and sell unto the said parties of the second part, and the latter do hereby purchase from the former the following described property, situate and lying in Anne Arundel County, Maryland; viz:-

All that unimproved, fee simple tract of land Beginning for the same at a gum tree on the shore line of Cypress Creek; thence, with the lines of Dr. Messick's property, North 19 degrees, 12 minutes, West, four hundred and seventy eight and seven tenths (478-7/10) feet to a stake by a chestnut tree, thence, still with Messick's lands, North 21 degrees, 12 minutes, West three hundred and eight and one tenths (308-1/10) feet to the centre line of a thirty (30) foot road, with the use thereof in common, thence with said centre line North 88 degrees, 53 minutes, East six hundred and two and eighteen hundredths (602-18/100) feet, and North 84 degrees 11 minutes, East One hundred and fifty nine and one tenths (159-1/10) feet to intersect the centre line of a thirty (30) foot road, mentioned in deed from McKinsey to Debnam recorded in Liber G. W. No. 129, folio 167 with the use thereof in common; thence with said centre line of said thirty (30) foot road, South 52 degrees 24 minutes East three hundred (300) feet thence, leaving said road South 8 degrees 53 minutes West five hundred and sixty seven and sixty-five hundredths (567-65/100) feet to the said shore line of said Creek; thence with the meanders of said shore line in a westerly direction to the place of beginning. Containing 14=acres of land, more or less. Being a part of the property conveyed by said Folger McKinsey and wife to said Orlando Ridout, Trustee by deed dated April 27th, 1932, and recorded among the land record books of Anne Arundel County in Liber F. S. R. No. 96, folio 435, etc.

At and for the price of Eighteen Hundred (\$1800.00) Dollars, of which Two Hundred (\$200.00) Dollars has been paid prior to the signing hereof, and the balance is to be paid as follows:

Sixteen Hundred (\$1600.00) Dollars in cash within thirty days from date hereof. Settlement to be made within thirty days from date hereof, when possession of the property is to be given.

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 Vendees.

Taxes to be paid or allowed for by the Vendor to day of transfer.

It Is Agreed, Between the parties hereto, that in the event that title to said premises proves unmarketable the deposit money already paid, shall be refunded, and in such event no action, or right of action, either at law or in equity shall accrue to either party to this contract, except for the return of the deposit money paid hereunder.

It Is Agreed, That the Vendor will pay to Chas. H. Steffey, Incorporated, commissions as established by The Real Estate Board of Baltimore on the purchase price as stated herein. Commissions due and payable on the signing of this Contract. Commission as agreed 10%

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations except those herein written.

Witness our hands and seals.

Test:

Paul E. Hillgrist
E. Maynadier
E L Maynadier

Orlando Ridout (Seal)
Trustee
Alfred M. Geis (Seal)
Katherine R. Geis (Seal)

Contract of Sale -- Filed August 15th., 1933

This Contract made this ____ day of August in the year Nineteen hundred and thirty-three, by and between Orlando Ridout, Jr., Trustee as hereinafter mentioned, party of the first part and Meyer Cox and Therese Cox parties of the second part.

Whereas by Deed of Trust dated the twenty-seventh day of April in the year 1933 certain property was conveyed unto Orlando Ridout, Jr., Trustee by Folger McKinsey and wife wherein the said Orlando Ridout, Jr., was to manage and control said property and was given power to sell and mortgage the same, the purpose of said Trust being to pay off the debts of the said Folger McKinsey and the balance of said property, if any, after said debts were paid to be conveyed to certain persons in said Deed of Trust named. And

Whereas Meyer Cox and Therese Cox have offered the said Orlando Ridout, Jr., Trustee the sum of Twenty-two hundred dollars (\$2200.00) for eight acres of land, more particularly described as follows,

Beginning for the same at a point on the shore line of Cypress Creek (said point of beginning being a corner of the 14 acre tract mentioned in a mortgage from Orlando Ridout, Trustee, to Morris Macht, thence North 8 degrees 53 minutes East 567.65 feet to the centre of a thirty foot road, with the use thereof in common; thence running with the said centre line of said thirty foot road, South 44 degrees 03 minutes East 824.5 feet; South 33 degrees 28 minutes West 22.8 feet and South 52 degrees 37 minutes East 212 feet, more or less, to intersect a line drawn North 36 degrees East, from the northwest corner of the conveyance from McKinsey to Hobbs, as recorded in Liber W. N. W. No. 52 folio 494; thence with said line reversed, South 36 degree West 45 feet, more or less, to the said northwest corner of said Hobbs; thence with the line of said Hobbs South 36 degrees West 175 feet to the said shore line of Cypress Creek; thence with the meanders of said shore line, in a westerly direction to the beginning. Containing eight and two tenths (8.2) acres, more or less.

Said money to be paid in cash. And

Whereas the said Orlando Ridout, Jr., Trustee has agreed to sell said property, subject to the Order of Court.

Now therefore in consideration of the sum hereinafter mentioned, the said Orlando Ridout, Jr., Trustee does hereby agree to sell unto Meyer Cox and Therese Cox all of the above described property containing eight and two tenths (8.2) acres of land, more or less, and the said Meyer Cox and Therese Cox do hereby agree to purchase said property at and for the sum of Twenty-two hundred dollars (\$2200.00), subject to the Order of Court ratifying said sale.

Witness our hands and seals this ____ day of August in the year 1933.

Witness:

Eugene P. Childs

Orlando Ridout Jr. (Seal)

Trustee

Meyer Cox (Seal)

Therese Cox (Seal)

Report of Sales --Filed 3 October 1933.

To the Honorable the Judges of said Court:

The Report of Sale of Orlando Ridout, Jr., Trustee in the above entitled case respectfully shows:

That he was appointed Trustee by Deed of Trust from Folger McKinsey and Fannie H. McKinsey, his wife, dated the 27th day of April in the year 1932 and recorded among the land record books of Anne Arundel County in Liber F. S. R. No. 96 folio 435.

That your Trustee has sold to Meyer Cox and Therese Cox, his wife, a lot or tract of land situated in the Third Election District of Anne Arundel County, and described as follows, to wit:

Beginning for the same at a point on the shore line of Cypress Creek (said point of beginning being a corner of the 14 acre tract mentioned in a mortgage from Orlando Ridout, Trustee to Morris Macht, thence North 8 degrees 53 minutes East 567.65 feet to the centre of a thirty foot road, with the use thereof in common; thence running with the said centre line of said thirty foot road, South 44 degrees 03 minutes East 824.5 feet; South 33 degrees 28 minutes West 22.8 feet and South 52 degrees 37 minutes East 212 feet, more or less, to intersect a line drawn North 36 degrees East, from the northwest corner of the conveyance from McKinsey to Hobbs, as recorded in Liber W. N. W. No. 52 folio 494; thence with said line reversed South 36 degrees West 45 feet, more or less, to the said northwest corner of said Hobbs; thence with the line of said Hobbs South 36 degrees West 175 feet to the said shore line of Cypress Creek; thence with the meanders of said shore line, in a westerly direction to the beginning.

Containing eight and two tenths (8.2) acres, more or less.

That your Trustee has sold to Alfred M. Geis and Katherine R. Geis, his wife, a lot or tract of land situated in the Third Election District of Anne Arundel County, and described as follows, to wit:

Beginning for the same at a gum tree on the shore line of Cypress Creek; thence, with the lines of Dr. Messick's property, North 19 degrees, 12 minutes, West four hundred and seventy eight and seven tenths ($478-7/10$) feet to a stake by a chestnut tree, thence, still with Messick's lands, North 21 degrees 12 minutes West three hundred and eight and one tenths ($380-1/10$) feet to the centre line of a thirty (30) foot road, with the use thereof in common, thence with said centre line North 88 degrees, 53 minutes, East six hundred and two and eighteen hundredths ($602-18/100$) feet, and North 84 degrees 11 minutes East one hundred and fifty-nine and one-tenths ($159-1/10$) feet to intersect the centre line of a thirty (30) foot road, mentioned in deed from McKinsey to Debnam recorded in Liber G. W. No. 129 folio 167 with the use thereof in common; thence with said centre line of said thirty (30) foot road, South 52 degrees 24 minutes East three hundred (300) feet thence, leaving said road South 8 degrees 53 minutes West five hundred and sixty-seven and sixty-five hundredths ($567-65/100$) feet to the said shore line of said Creek; thence with the meanders of said shore line in a westerly direction to the place of beginning. Containing 14 acres of land, more or less.

That your Trustee has sold to Virginia Watts a lot or tract of land situated in the Third Election District of Anne Arundel County, and described as follows, to wit:

Beginning for the same at a stake on the south side of a road fifteen feet wide, with the use thereof in common, said stake being located due west one hundred fifty-three and eighty-five one-hundredths feet from the beginning of the east or south nine degrees, forty-five minutes West two hundred thirty-six feet line of the whole ground containing eight acres more or less described in a Mortgage from Folger McKinsey to Alfred S. Niles Trustee, dated January 11, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 50 folio 173, etc., and running from thence with the south side of said road north eighty degrees west forty-five and nine-tenths feet to a stake; thence leaving said road and running south five degrees west two hundred twenty-two feet to a locust tree on the shore of

Cypress Creek; thence with the shore line of Cypress Creek in a northeasterly direction fifty five feet; thence leaving said Creek and running north three degrees east two hundred twelve feet to the place of beginning. Improved by a four room bungalow, and including a pier abutting on the property and extending into Cypress Creek.

Together With a right of way for ingress and egress to, over and upon said road fifteen feet wide and other roads or right of way with which it communicates, now owned or used by said Vendor out to the Annapolis Boulevard.

And your Trustee further reports that he has sold the above described properties at private sale, the said 8.2 acres to Meyer Cox and Therese Cox, his wife at and for the sum of \$2,200.00, the said 14 acres to Alfred M. Geis and Katherine R. Geis at and for the sum of \$1,800.00 and the third described tract of land to Virginia Watts at and for the sum of \$1,500.00, the same being the highest offers he could obtain for said properties, the terms of said sales being cash upon ratification of this Court.

Respectfully submitted.

Orlando Ridout Jr.,
Trustee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this third day of October in the year of our Lord Nineteen hundred and thirty-three, before me the subscriber a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Orlando Ridout, Jr., Trustee named in the above Report of Sale, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the Sales therein reported were fairly made.

Witness my hand and seal Notarial.

(Notarial Seal) F. Wilhelmina Pettebone
Notary Public.

ORDER NISI

Ordered, this 3rd day of October, 1933, that the Sale of the properties mentioned in these proceedings made and reported by Orlando Ridout, Jr., Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th day of November next; provided a copy of the Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the day of November next.

The Reports states that the Amount of Sales to be \$5,500.00.

Frank S. Revell, Clerk.

Certificate of Publication Annapolis, Md., December 28, 1933

We hereby certify, that the annexed Order Nisi--Sale--McKinsey--# 6367 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 4th day of November, 1933. The first insertion being made the 5th day of October, 1933

The Capital-Gazette Press, Inc.
By H. L. Strange

Ordered by the Court, this fourth day of November, 1934 that the Sales 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 exceptions withdrawn; and the Trustee allowed the

usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Nicholas H. Green A. J.

Order of Dismissal of Exceptions of Virginia Watts --Filed Jany. 4th., 1934

Mr. Clerk:

Please dismiss the Exceptions to the ratification of the Trustee's Report of Sale filed in the above entitled case on the fourth day of November, Nineteen Hundred and Thirty-three, upon the dismissal of certain exceptions to said ratification filed on September 11, 1933.

Virginia Watts

Joseph C. Grant

Exceptant

Attorney for Exceptant

Petition to substitute description and Order of Court thereon, and certificate.

To the Honorable the Judges of said Court,

Filed Jany. 16th., 1934..

The Petition of Orlando Ridout, Trustee in the above entitled case, respectfully states,

1st: That on the third day of October in the year 1933 your Petitioner acting as Trustee reported to this Court among other properties a certain property described as follows:

Beginning for the same at a point on the shore line of Cypress Creek (said point of beginning being a corner of the 14 acre tract mentioned in a mortgage from Orlando Ridout, Trustee to Morris Macht, thence North 8 degrees 53 minutes East 467.65 feet to the centre of a thirty foot road, with the use thereof in common; thence running with the said centre line of said thirty foot road, South 44 degrees 03 minutes East 824.5 feet; South 33 degrees 28 minutes West 22.8 feet and South 52 degrees 37 minutes East 212 feet, more or less, to intersect a line drawn North 36 degrees East, from the northwest corner of the conveyance from McKinsey to Hobbs, as recorded in Liber W. N. W. No. 52 folio 494; thence with said line reversed South 36 degrees West 45 feet, more or less, to the said northwest corner of said Hobbs; thence with the line of said Hobbs South 36 degrees West 175 feet to the said shore line of Cypress Creek, thence with the meanders of said shore line, in a westerly direction to the beginning.

Containing eight and two tenths (8.2) acres, more or less as having been sold to one Meyer Cox and Therese Cox, his wife.

2nd: That after the Report of Sale Mr. Cox and wife, through their counsel, Mr. James M. Munroe, filed exceptions to the confirmation of the sale and prior to the hearing of the exceptions they desired that said property be re-surveyed in order to definitely identify it to the satisfaction of the purchasers.

3rd: That the purchasers employed one Mr. Martinet of Baltimore to make the survey and the same was found to be the identical piece of property described in the Report of Sale, but the description is different because of the fact, we believe, that the starting point in the survey was different in the new description prepared by Mr. Martinet, which is as follows:

Beginning for the same in the center line of a road thirty feet wide laid out and described in the deed of property conveyed or intended to be conveyed by Orlando Ridout, Jr., Trustee to Virginia Watts prior hereto and leading to the County Road at a point distant seventy-two and sixty-eight one-hundredths feet northwesterly from the beginning of the parcel of land described in the deed from Folger McKinsey and wife to James McKinsey and wife dated December 1, 1930 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 81, folio 423, &c., said place of beginning being at a point in line with the fence there built

to form the northwest boundary line of the lot conveyed by Folger McKinsey and wife to Augusta R. Hobbs by deed dated July 7, 1922 and recorded among said Land Records in Liber W. N. W. No. 52, folio 494 &c., and running thence binding on the centre line of said road thirty feet wide the three following courses and distances North fifty-three degrees and nine minutes West two hundred and thirty-three feet, North thirty-three degrees and three minutes east two hundred and twenty-one and thirty-eight one-hundredths feet, and north forty-four degrees west eight hundred and thirty-three and seventy-one one-hundredths feet; thence leaving said road and running for line of division South eight degrees and thirty-six minutes West five hundred and fifty feet to the northeast shore of Cypress Creek, sometimes called Smiths Creek; thence binding on the northeast shore of Cypress Creek following the meanderings thereof in a generally southeasterly direction nine hundred feet, more or less, to a concrete monument heretofore set on said shore of Cypress Creek in the second line of the above mentioned parcel of land conveyed by Folger McKinsey and wife to Agusta R. Hobbs; thence binding on said line reversely and on the division fence there situate to the beginning of said line and continuing the same course as now surveyed north thirty-seven degrees and two minutes east, in all, two hundred and eight and eighty one-hundredths feet to the place of beginning. Containing eight and two-tenths acres of land, more or less.

4th: That on the 28th day of December Mr. Cox and wife dismissed their exceptions in this Court and had prepared a deed for the description secondly mentioned herein.

5th: That your Trustee could not execute the deed because of the fact that the descriptions were not the same.

6th: That your Trustee presented both descriptions to Mr. J. Revell Carr, a surveyor of Annapolis and after careful comparing them he informed your Petitioner that both descriptions were virtually the same.

Your petitioner requests the Court that the descriptions of the last survey made by Martinet and Company be substituted for the descriptions in the Report of Sale, in order that a deed can be executed and the transactions finally closed.

Respectfully submitted.

Eugene P. Childs

Solicitor for Trustee.

Ordered on the foregoing Petition this 15th day of January in the year 1934, that the description set forth in said petition as having been made by Martinet and Company to describe the identical property reported in the Report of Sale, as having been sold to Meyer Cox and Therese Cox, his wife, be and is hereby substituted in the place and stead of the description of the 8.2 acres sold to Meyer Cox and Therese Cox, his wife, and the Trustee is hereby authorized to execute a deed to the said Meyer Cox and Therese Cox, his wife, in accordance with the description and plat made by Martinet and Company.

Nicholas H. Green A. J.

January 13, 1934

This is to certify that I have examined the descriptions contained in the report of sale of Orlando Ridout Jr. Trustee in No. 6367 Equity of the property sold to Meyer Cox and Therese Cox his wife, and the description as contained in the deed from Orlando Ridout Jr. Trustee to Meyer Cox and Therese Cox his wife which last named description is taken from a recent survey by S. J. Martinet & Co. dated December 2nd 1933 and find that both description describe the iden-

tical and same property, the apparent difference in said descriptions results from inaccuracies in the old description.

J. Revell Carr, Surveyor.

Petition to grant and convey a small strip of land unto Carey L. Meredith and William G. Meredith, etc., -- Filed 1st. August, 1935

To the Honorable the Judges of said Court,

The Petition of Orlando Ridout, Trustee respectfully states,

That by Deed of Trust dated the 27 day of April in the year 1932 and recorded in F. S. R. No. 96 folio 435 Folger McKinsey and Fannie H. McKinsey, his wife conveyed unto your Petitioner as Trustee all of their property in said Deed as described in trust to control, manage, invest, reinvest, sell, mortgage or convey and to collect the rents, profits, incomes and issues arising from said Estate and after paying the taxes, insurance, mortgage interest and all other expenses incident to the management and control of said property and the costs of administering said Trust the remaining net income to be applied to the payment of all liens against said property until the same are fully paid and satisfied.

That your Petitioner has accepted said Trusteeship and has filed his bond which has been approved by this Court, this Court having assumed jurisdiction of this Trust on September 30, 1932.

That at the time of this Deed of Trust there was a mortgage against a certain part of the property known as Lot No. six (6) on the Plat herewith filed to the Meredith Lumber Company, that said mortgage became in default and was foreclosed and the property was purchased by Carey L. Meredith and William G. Meredith, trading as Meredith Lumber Company. That since the foreclosure proceedings the said Carey L. Meredith and William G. Meredith have attempted to sell said property but have found by reason of a surveyors mistake lot number six (6) does not abut on the road that was intended for the purpose of serving the lots in the McKinsey development and consequently he can not give a good title to his property by reason of this fact.

That your Petitioner believes that it was the original intent of the grantors in said Deed of Trust that this property should abut on this road and he desires to correct the same by deeding to the said Carey L. Meredith and William G. Meredith, trading as Meredith Lumber Company without consideration a small wedge shape strip of land described as follows,

Beginning for the same at a concrete post on the south side of a temporary road 15 feet wide, said concrete post being located South 89 degrees 53 minutes West 153.85 feet from the beginning of the last or South 9 degree 45 minute west 236.0 foot line of a lot of ground containing 8.0 acres more or less, described in the mortgage from Folger McKinsey and Fannie H. McKinsey, his wife, to Alfred S. Niles, Trustee, dated January 11, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 50 folio 173 and as shown on a plat recorded among the aforesaid land records W. N. W. 52 folio 488, with the mortgage from the said Folger McKinsey and wife to the Prudential Building Association, Incorporated, and running thence, with and reverse of the last line of Lot number 6 which is described in a mortgage dated March 10, 1927 by and between Folger McKinsey and Fannie McKinsey, his wife, parties of the first part and Carey L. Meredith and William G. Meredith, trading as the Meredith Lumber Company, parties of the second part of Anne Arundel County,

Maryland, South 81 degrees east 73.7 feet to the beginning of the said line, thence leaving the same and running with the prolongation of the third line of the said lot number 6 North 6 degrees 10 minutes east 11.55 feet more or less to intersect a line drawn South 89 degrees 29 minutes east from the beginning point of this description, the said line being shown as North 89 degrees 29 minutes West 153.85 feet on a plat made by S. J. Martenet & Company, December 2, 1933. The said line is fixed by concrete monuments at its easterly and westerly ends; the said line also forms the south side of a 20 foot road; thence, running with a part of the said line along the south side of the said road North 89 degrees 29 minutes West 73.94 feet more or less to the place of beginning, Containing 429.2 square feet of land. The above described triangular strip of land is shown by and between the south side of the said 20 foot road and the North end of the said lot number 6 as shown on a plat made by S. J. Martenet and Company, December 2, 1933.

To the end therefore your Petitioner prays the Court to authorize and direct him as Trustee of the Estate of Folger McKinsey and wife to grant unto Carey L. Meredith and William G. Meredith, trading as Meredith Lumber Company the small strip of land as described herein.

Orlando Ridout Jr.

Trustee.

Eugene P. Childs

Solicitor for Trustee.

We, the undersigned, being the grantors in the Deed of Trust above referred to do hereby certify that we had always believed that lot number 6 now owned by Carey L. Meredith and William G. Meredith, trading as Meredith Lumber Company did abut on the road and it was our belief when we mortgaged this lot that it did extent to the road and we hereby give our consent and approval to the passage of an Order of this Court directing Orlando Ridout, Trustee to make this conveyance.

Folger McKinsey

Fannie McKinsey

The Aforegoing petition of the Trustee and the consent of the Grantors in said Deed of Trust having been read and considered, and the Court being of the opinion that the original intent of the Mortgagors should be carried out in order to protect the Mortgagees, who have since become the purchasers of said property at foreclosure sale, it is thereupon this 1st day of August in the year 1935, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered and decreed that Orlando Ridout, Jr., Trustee, be and he is hereby authorized and directed to convey unto Carey L. Meredith and William G. Meredith, trading as the Meredith Lumber Company without consideration the strip of land lying between lot number six (6) and the twenty foot right of way shown on the plat of said property and which strip is particularly described by metes and bounds, courses and distances in the petition hereto attached.

Linwood L. Clark, Judge.

Report of Sale. --Filed 2nd August 1935

To the Honorable the Judges of said Court,

The Report of Sale of Orlando Ridout, Jr., Trustee in the above entitled case respectfully states,

First: That he was appointed Trustee by Deed of Trust from Folger McKinsey and wife dated the 27th day of April in the year 1932 and recorded in the land record books of Anne Arundel County in F. S. R. No. 96 folio 435.

Second: That the above estate is indebted to the City Real Estate Company in a sum includ-

ing interest and principal of twelve thousand three hundred and fifty dollars (\$12,350.00) secured by mortgages on certain properties belonging to said estate.

Third: That your Trustee has sold to the City Real Estate Company the property described in the attached contract at and for the sum of twelve thousand three hundred and fifty dollars (\$12,350.00) which sum will liquidate the entire mortgage debt and interest.

Fourth: That your Trustee believes it to be to the best interest and advantage of the estate to make this sale as he receives but little income from said estate and is unable to pay the interest and taxes on the properties as they become due and payable, and he further believes the price agreed upon is fair and reasonable under the present conditions.

Respectfully submitted.

Eugene P. Childs
Solicitor for Trustee.

Orlando Ridout Jr.
Trustee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this second day of August in the year 1935, before me, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Orlando Ridout, Jr., Trustee and made oath in due form of law that the matters and things stated in the foregoing Report of Sale, are true to the best of his knowledge and belief and that the sale reported was fairly made.

Witness my hand and seal Notarial.

(Notarial Seal) F. Wilhelmina Pettebone
Notary Public.

This Contract Of Sale, Made this 24th day of July, 1935, by and between Orlando Ridout, Jr. Trustee, of the first part and The City Real Estate Company, a body corporate of the State of Maryland, party of the second part.

Witnesseth, That the said Orlando Ridout, Jr. Trustee, acting under, by virtue and in pursuance of the power and authority vested in him by Deed of Trust from Folger McKinsey and wife dated April 27, 1932 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 96 folio 435, etc. does hereby bargain and sell unto the said party of the second part, and the latter does hereby purchase from the former the following described fee-simple properties, situate and lying on Cypress Creek, in Anne Arundel County, State of Maryland:

Beginning for the first thereof at a stake on the north shore of Cypress Creek opposite three small gum trees, which place of beginning is also the beginning point of the property described in a mortgage from Folger McKinsey and wife to The Welsh Construction Company dated August 14, 1929 and recorded among the Mortgage Records of Anne Arundel County in Liber F. S. R. No. 59 folio 414, etc., and running thence with the north shore line of said Creek and following the lines of the property described in said mortgage the following courses and distances: South sixty-two degrees fifteen minutes east seventy feet; north sixty-one degrees east one hundred and fifty-one feet; north seventy degrees thirty minutes east two hundred and nineteen feet, south eighty-four degrees forty-five minutes east eighty-five feet, south fifty-one degrees east one hundred fifteen and five-tenths feet; north thirty-two degrees fifteen minutes east three hundred forty-three and five tenths feet; north three degrees forty-five minutes east one hundred and seven feet; north eighty-two degrees thirty minutes east seventy-eight feet to the line of the property conveyed to George R. Debnam, Jr., and wife, by Deed from Folger McKinsey and wife dated November 1, 1916 and recorded among the Land Rec-

ords of Anne Arundel County in Liber G. W. No. 129 folio 167, then with the line of said Debnam property north fifty-eight degrees fifty-four minutes west two hundred and forty-seven feet (as now surveyed) thence leaving the line of the property described in the foregoing mortgage and running still with the line of said Debnam property north seventeen degrees forty-three minutes west two hundred and twenty-seven feet (as now surveyed) to the center of a thirty foot roadway, thence along the center of said roadway with the use thereof in common with others north eighty-three degrees twenty minutes west two hundred sixty and five-one hundredths feet (as now surveyed) to a pipe, thence leaving the center line of said roadway and running south ten degrees thirty minutes west two hundred and thirty-five feet more or less to the property described in the mortgage as aforesaid from Folger McKinsey and wife to The Welsh Construction Company, thence running with the line of said property north eighty-seven degrees thirty-six minutes west (as now surveyed) one hundred and eighty-five feet to the northwest corner of a concrete monument, thence running still with the line of the property described in said mortgage south four degrees forty-five minutes west (as now surveyed) one hundred and twenty-one feet to the intersection of the first and second lines of the property secondly described in a mortgage from Folger McKinsey and wife to Preston Permanent Building & Loan Association dated February 25, 1927 and recorded among the Mortgage Records, of Anne Arundel County in Liber F. S. R. No. 12 folio 256, etc., thence along the second line of said last-mentioned property north eighty-five degrees fifteen minutes west (as now surveyed) one hundred and twenty feet to the east side of a twenty foot roadway, thence running binding on the east side of said roadway with the use thereof in common with others south four degrees forty-five minutes west (as now surveyed) two hundred and eighteen feet more or less to the north side of another twenty foot roadway, thence along the north side of said last-mentioned roadway with the use thereof in common with others south eighty-nine degrees twenty-nine minutes east (as now surveyed) one hundred and twenty feet more or less to the property described in the aforementioned mortgage from Folger McKinsey and wife to The Welsh Construction Company, thence with the line of said last-mentioned property south four degrees forty-five minutes west (as now surveyed) twenty feet to a concrete post on the south side of the last mentioned roadway, and thence still with the line of said last-mentioned property south ten degrees thirty minutes west two hundred and thirty-six feet to the place of beginning, being lot No. 1 as outlined in red on the blue print attached hereto.

Beginning for the second thereof at a concrete post on the south side of a fifteen foot roadway at the end of the first line of the lot of ground described in a mortgage from Folger McKinsey and wife to the Prudential Building Association, Inc., dated September 7, 1922 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 52 folio 488, etc., and running thence along the south side of said road north eighty-four degrees thirty-seven minutes west as now surveyed forty-five feet to a concrete post on the south side of said road, thence for a line of division south eight degrees twenty-three minutes west as now surveyed two hundred and twenty-six feet to a concrete post on the northerly shore of Cypress Creek, thence along the waters of said creek south eighty-eight degrees seventeen minutes east as now surveyed fifty-five feet to a concrete post on the shore of said creek, thence for a line of division and reversely along the second line of the lot of ground described in the mortgage hereinabove referred to north five degrees fifty-two minutes east as now surveyed two hundred and twenty-two feet to the place of beginning. Being the lot designated by the number three (3) on a plat of surveys made by J. Carson Boush, December, 1921 and July, 1922 and by Hall & Carr, December, 1923

and by S. J. Martenet & Company, December, 2, 1933, and being the lot outlined in red and designated by the number two on the blue print attached hereto.

Together with all improvements thereon including the pumping plant now on said premises and the equipment and machinery belonging thereto, and the right to the Vendee, its successors and assigns, to use all roadways binding on or connecting with the above described lots of ground and especially and particularly the perpetual use of the right of way as now existing between the dwellings on the property hereinabove firstly described running northerly to the road binding along the southernmost line of the aforementioned Debnam property, as set forth in the mortgage from Folger McKinsey and wife to The Welsh Construction Company dated August 14, 1929 and recorded among the Mortgage Records of Anne Arundel County in Liber F. S. R. No. 59 folio 414, etc., and with the right to the Vendee, its successors and assigns to connect with and use all telephone and electric poles as now erected or as they may hereafter be erected on the remaining land of the Vendor, and the right to run, suspend and maintain wires from such poles for the purpose of transmission of electricity, telephone and kindred purposes over the remaining land of the Vendor to the hereinabove described lots of ground.

At And For The Price Of Twelve Thousand Three Hundred and Fifty Dollars (\$12,350.00), to be paid in cash on date of transfer, which is to be on or before forty-five days from date hereof. This Contract is subject to approval and ratification by the Circuit Court of Anne Arundel County.

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 to be paid or allowed for by the Vendor to date of transfer.

House Rents to be adjusted to date hereof.

As Witness the hand and seal of the said Orlando Ridout, Jr. Trustee, and also the corporate seal of the said The City Real Estate Company, and the signature of Morris Macht, its Vice-President.

Test:-

(Corporate)

Orlando Ridout Jr. (Seal)

(Seal)

Trustee

Test:

The City Real Estate Company

William B. Davidson

By: Morris Macht

Vice-President.

ORDER NISI

Ordered, this 2nd day of August, 1935, That the sale of the property mentioned in these proceedings made and reported by Orlando Ridout, Jr. Trustee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 3rd day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of September next.

The report states that amount of sales to be \$12350.00

Frank A. Munroe, Clerk.

Certificate of Publication Annapolis, Md., September 16, 1935.

We hereby certify, that the annexed Order Nisi --Sale--McKinsey--#6367 Equity was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 3rd day of September, 1935. The first

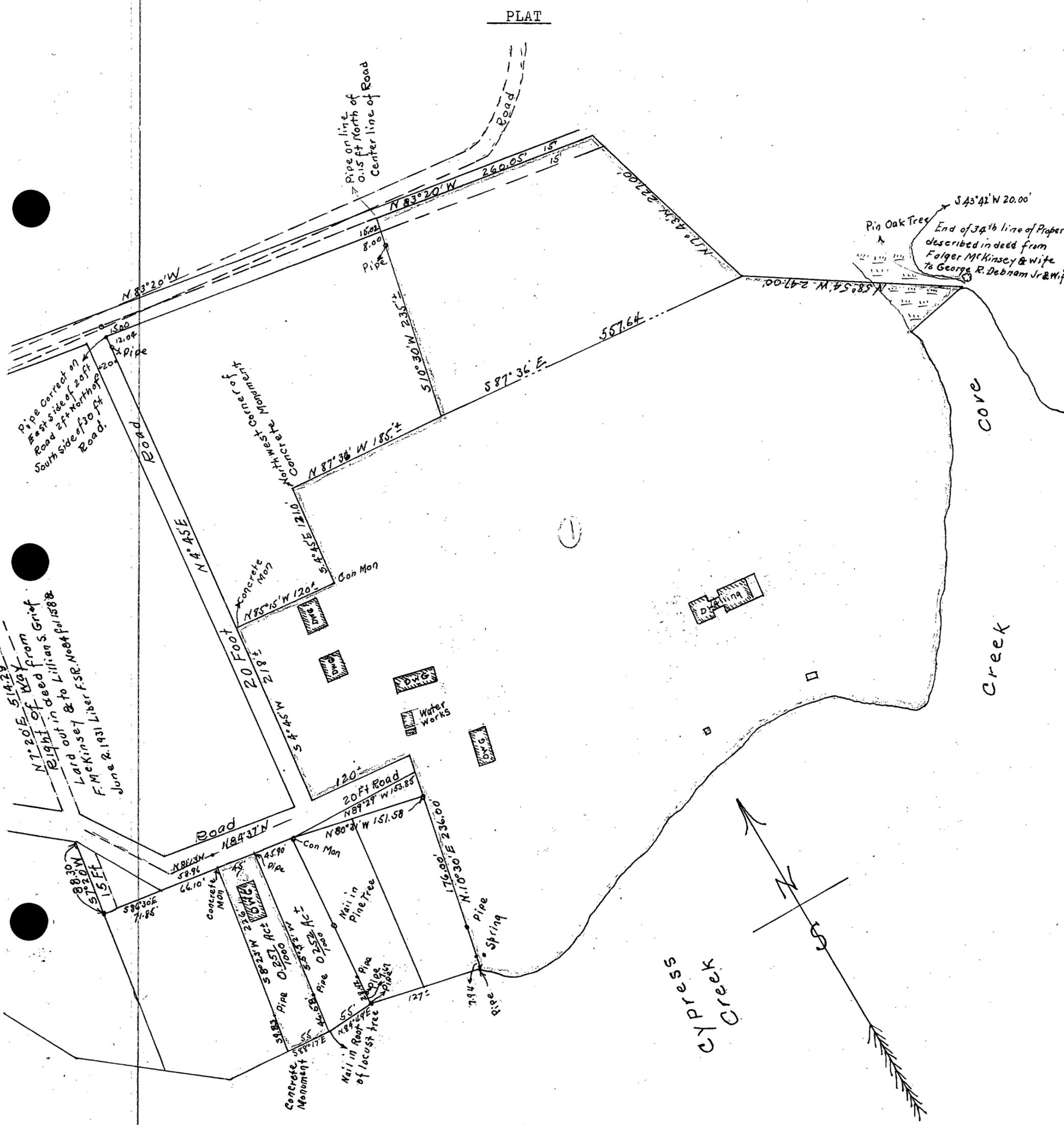
insertion being made the 3rd day of August, 1935.

The Capital-Gazette Press, Inc.

By H. L. Strange.

Ordered By The Court, this 6th day of December, 1935, 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.

Linwood L. Clark, Judge



Report of Sale and Exhibit. --Filed May 19th, 1936.

To the honorable the Judges of said Court,

The Report of Sale of Orlando Ridout, Jr., Trustee in the above entitled case respectfully states.

First: That he was appointed Trustee by Deed of Trust from Folger McKinsey and wife dated the 27th day of April in the year 1932 and recorded in the land record books of Anne Arundel County in Liber F. S. R. No. 96 folio 435.

Second: That your Trustee has sold to Folger McK. Williams the following three tracts of land for which he is receiving four hundred and fifty-one dollars (\$451.00) in cash, and the purchaser is assuming a judgment now held by the Meredith Lumber Company against said property for two thousand five hundred and thirty-nine dollars and forty-two cents (\$2,539.42) and the purchaser is also assuming a mortgage held by the Preston Building and Loan Association amounting to the sum of fourteen hundred dollars (\$1400.00).

Third: That the property hereinafter described comprises all of the rest of the property belonging to said trust estate and which was conveyed to the said Orlando Ridout, Jr., Trustee by the deed above referred to.

Fourth: That the three lots sold to Folger McK. Williams are described by metes and bounds, courses and distances, as follows:

Beginning for the same at a concrete post heretofore set at the Northeast corner of lot number six as shown on a plat made by S. J. Martenet & Co., Surveyors & Civil Engineers, December 2, 1933. The said lot number six having been conveyed By Eugene P. Childs, Assignee to Carey L. Meredith and others by deed dated April 20, 1935 and recorded in Liber F. A. M. No. 138 folio 531, thence running with and reverse of the eastern boundary line of the said last mentioned conveyance (lot number six) South 6 degrees 10 minutes West 214.0 feet more or less to the tide lines of Cypress Creek, thence leaving the said lot number six and with the said tide lines in an easterly direction 63.4 feet more or less to an iron pipe heretofore set, thence leaving the tide lines of the said creek and running with a line heretofore established between the lot now being described and another tract adjoining hereto on the East, North 10 degrees 30 minutes East 212.0 feet to another iron pipe thence continuing said last mentioned courses North 10 degrees 30 minutes East 24.0 feet to a concrete monument heretofore set on the south side of a 20.0 foot road, thence leaving the said property adjoining hereto on the east and running along the south side of the said 20.0 foot road North 89 degrees and 29 minutes West 79.91 feet to a point in the prolongation North 6 degrees 10 minutes East the first line of this description, thence leaving the said 20.0 foot road and running the reverse of the said last mentioned course South 6 degrees 10 minutes West 11.55 feet to the place of beginning. Containing 16,309 square feet of land. Being all of lot number seven and all of a small strip of land lying between the North end of said lot number seven and the South side of the said 20.0 foot road as shown on the aforesaid plat.

2nd. Beginning for the same at a point in the center of a 30.0 foot road distant North 3 degrees 41 minutes East 15.0 feet from a concrete monument heretofore set on the South side of the said road, the said concrete monument is at the Northeast corner of lot number one located on the south side of the said 30.0 foot road and shown on a plat made by S. J. Martenet & Co., Surveyors & Civil Engineers, December 2, 1933, thence running from the beginning point so fixed and with the center of the said 30.0 foot road South 84 degrees 37 minutes East 15.0

feet more or less to a point in line with the West side of a 20.0 foot road, thence leaving the said 30.0 foot road and running along the West side of the said 20.0 foot road North 4 degrees 45 minutes East 595.0 feet more or less to the center of another road, thence running with the said last mentioned road North 83 degrees 20 minutes West 227.8 feet, thence North 62 degrees 26 minutes West 549.6 feet and North 50 degrees 56 minutes West 856.3 feet more or less to the center line of the 30.0 foot road first mentioned in this description, thence running with the center of the said last mentioned road as follows: South 47 degrees 03 minutes East 300.0 feet South 44 degrees 00 minutes East 833.71 feet, South 33 degrees 03 minutes West 221.38 feet, South 53 degrees 09 minutes East 538.18 feet, South 33 degrees 09 minutes East 106.3 feet, South 81 degrees 13 minutes East 58.96 feet and South 84 degrees 37 minutes East 90.0 feet to the place of beginning. Containing nine and two tenths (9.2) acres more or less.

Note: Attention is called to various roads or rights of ways within the above described property.

The area shown was obtained by scaling from a blue print drawn to a scale of one inch equals one hundred feet, made by the said S. J. Martenet & Co.

3rd: Beginning for the same at an iron pipe heretofore set where the west end of a 30.0 foot road is intersected by the northwestern boundary line of the portion now being described.

The said intersection is the northwest corner of the said portion now being described and running from thence along the western side of the said road South 56 degrees 42 minutes West 892.1 feet to another iron pipe heretofore set near the southeastern side of the above mentioned road, thence leaving the same and with the outlines South 45 degrees 28 minutes East 1857.8 feet to a stone at the northwest corner of a lot of ground conveyed to Edith Martin, July 7, 1913, by Linda A. Steele and others, thence South 43 degrees and 38 minutes East 636.6 feet, thence leaving the outlines and running on or about the center of another 30.0 foot road North 76 degrees 11 minutes East 663.5 feet, North 88 degrees 36 minutes East 813.78 feet North 83 degrees 54 minutes East 153.6 feet to the center of the road first mentioned in this description thence with the same North 50 degrees 56 minutes West 922.3 feet, North 53 degrees and 47 minutes West 1182.5 feet and North 50 degrees 57 minutes West 1237.0 feet to the place of beginning. Containing sixty-six and five tenths (66.5) acres.

Note: Attention is called to various roads or rights of ways within the above described property.

The area shown was obtained by scaling from a blue print drawn to scale of one inch equals one hundred feet, made by the said S. J. Martenet & Co.

Fifth: And Your Trustee further reports that he has sold the above described properties at private sale and that the proceeds derived from said sale will pay off all of the claims against said property due by the said Folger McKinsey and that your Trustee believes that said sale is advantageous and therefore reports the same to this Court for its approval.

Respectfully submitted.

Orlando Ridout Jr.

Trustee.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 19th day of May in the year 1936, before me the subscriber a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Orlando Ridout, Jr., Trustee named in the above Report of Sale, and made oath in due form of law

that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and the Sale therein reported was fairly made.

Witness my hand and seal Notarial.

(Notarial Seal) F. Wilhelmina Pettebone
Notary Public.

ORDER NISI

Ordered, this 19th day of May, 1936, that the Sale of the properties mentioned in these proceedings made and reported by Orlando Ridout, Jr., Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of June next; provided a copy of the Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of June next. The Report states that the amount of Sale to be \$4,390.42.

Frank A. Munroe, Clerk.

Certificate of Publication Annapolis, Md., June 23, 1936.

We hereby certify, that the annexed Order Nisi- Sale--Equity 6367--Folger McKinsey and Fannie H. McKinsey 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 20th day of June, 1936. The first insertion being made the 21st day of May, 1936.

The Capital-Gazette Press, Inc.

By Adaline D. Moss.

Ordered by the Court this 23rd day of June, 1936, 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 to the Auditor.

Linwood L. Clark, Judge.

This Contract made this 12th day of May in the year 1936, by and between Orlando Ridout, Jr., Trustee, party of the first part and Folger McK. Williams, party of the second part.

Witnesseth, the said party of the first part does hereby agree to sell and the party of the second part agrees to purchase all of the remaining property belonging to the Estate of Folger McKinsey in No. 6367 Equity, consisting of eighty-eight (88) acres of land, more or less of unimproved land and lot number seven (7) improved by a five (5) room bungalow located on Cypress Creek, a tributary of the Magothy River at and for the sum of four hundred and fifty-one dollars (\$451.00) cash and the purchaser to assume the payment of the Judgment now held against the property by the Meredith Lumber Company amounting to Two thousand five hundred and thirty-nine dollars and forty-two cents (\$2,539.42) dated October 5, 1934, and to also assume the payment of a mortgage now constituting a lien on lot No. seven (7) and improvements thereon held by the Preston Building and Loan Association amounting to the sum of about fourteen hundred dollars (\$1400.00).

Taxes and other charges to be adjusted to date of transfer.

This Contract is subject to the approval and confirmation of the Circuit Court for Anne Arundel County.

Witness our hands and seals this 12th day of May 1936.

Witness:

F. Wilhelmina Pettebone

Orlando Ridout Jr. (Seal)

Trustee

Folger McK. Williams (Seal)

Auditor's Report and Account -- Filed August 11, 1936

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 Trust Estate of Folger McKinsey and Fannie H. McKinsey, his wife in ac. with Orlando Ridout, Jr., Trustee

To Trustee for his commissions, per Deed of Trust	\$ Waived	\$
To Trustee for Court Costs, viz:		
" Plaintiff's Solicitor's appearance fee	10.00	
" Clerk of Court	43.45	
" Clerk of Court, recording releases, etc.	7.50	
" Auditor	<u>18.00</u>	78.95
To Trustee for Expenses, viz:		
" Capital-Gazette Press, 4 Orders Nisi	20.00	
" Capital-Gazette Press, Order nisi on Aud. Acct.	5.00	
" J. Revell Carr, Surveyor (descriptions)	10.00	
" S. J. Martenet & Co., Surveyors, surveys, etc.	200.00	
" Indemnity Insurance Co. of N. A., bond premium	118.00	
" City Real Estate Co. $\frac{1}{2}$ U. S. Revenue Stamp	6.25	
" Chas. H. Steffey, Inc., Commissions on Sales	550.00	
" Expenditures, per statement filed 8/4/32	1423.47	
" Expenditures, per statement exhibited to Auditor	<u>1760.36</u>	4,093.08
To Trustee for Taxes, viz:		
" Taxes on sale to City Real Estate Co.	64.17	
" Taxes on sale to Folger McK. Williams,		
" 1935 State & County, balance	43.74	
" 1936 State & County	<u>47.56</u>	155.47
To City Real Estate Co., mtge. debt by conveyance	(d)	12,350.00
" Meredith Lumber Co., judgment assumed		2,539.42
" Preston Bldg. & Loan Assoc, mtge assumed		1,400.00
" Johnson Lumber Co. (in "lieu of \$3717.71" judgment)		3,358.36
" Welsh Construction Co., mortgage paid		1,000.00
" Preston Bldg. & Loan Assoc. mtge paid		<u>800.00</u>
		\$25,775.28

Dr. October 3 1933

Proceeds of Sale to Virginia Watts (a)	\$1,500.00
Proceeds of Sale to Alfred M. Geis & wf. (b)	1,800.00
Proceeds of Sale to Meyer Cox & wf. (c)	2,200.00
August 2 1935	
Proceeds of Sale to City Real Estate Co. (d)	12,350.00

Amounts brought forward	\$25,775.28	\$17,850.00
May 12 1936 Proceeds of Sale to Folger McK. Williams		<u>4,390.42</u>
Total Sales		\$22,240.42

Received from Rents:

Through Morris Macht		88.48
August 4 Statement filed		1,427.64
Received since July 27, 1932, per account exhibited to Auditor	<u>1,760.36</u>	<u>3,276.48</u>
Total received from sales and income		25,516.90
Amount paid by Trustee advanced		<u>258.38</u>
		<u>\$25,775.28</u>

ORDER NISI

Ordered, This 11th day of August, 1936, 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 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 12th day of September next.

Frank A. Munroe,

Clk.

Certificate of Publication Annapolis, Md., September 4, 1936.

We hereby certify, that the annexed Order Nisi--Auditors' Account - Equity 6367 Folger McKinsey and Fannie H. McKinsey, 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 12th day of September, 1936. The first insertion being made the 13th day of August, 1936.

The Capital-Gazette Press, Inc.

By Adaline S. Moss

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 1st day of Dec., 1937, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Linwood L. Clark,

Judge.

Report of Sale to Messick & wife --Filed Nov. 30th. 1936

To the Honorable the Judges of said Court.

The report of Orlando Ridout Jr., Trustee in the above entitled case respectfully states:

First: That he was named Trustee in a Deed of Trust from Folger McKinsey and wife, dated 27th day of April, 1932 and recorded in Liber F. S. R. No. 96, folio 435 one of the Land Records of Anne Arundel County.

Second: That one of the first properties sold by your trustee was a certain piece of land described as follows:

Beginning for the same at a stake set in the S. 43 degrees 22 minutes 1109.15 foot line

of the conveyance from Folger McKinsey and Fannie H. McKinsey, his wife, to Orlando Ridout, Jr., Trustee, said point of beginning being S. 43 degrees 22 minutes E. 636.6 feet from a stone set at the beginning of said line, thence S. 43 degrees 22 minutes E. 472.55 feet to a pipe, a corner boundary of Dr. William I. Messick, thence with the lines of said Messick N. 72 degrees 37 minutes E. 680.0 feet to a stone by a chestnut tree, thence leaving the outlines N. 21 degrees 12 minutes W. 308.1 feet to the centre of a thirty foot right of way, with the use thereof in common, thence with said right of way S. 88 degrees 53 minutes W. 211.6 feet and S. 76 degrees 38 minutes W. 663.5 feet to the beginning. Containing 6.5 acres, more or less, according to a survey and plat of same by Edward Hall Jr., County Surveyor of A. A. Co., June, 1932.

It being the identical property described in a deed from your trustee to William I, Messick and Amelia Messick, dated June 30th, 1932 and recorded in F. S. R. No. 98 folio 226 one of the Land Records of Anne Arundel County.

Third: That the counsel for the purchaser passed the title to said property without requiring your trustee to report the same to the Court for confirmation and your trustee neglected to do so.

Fourth: That the purchasers are desirous of disposing of the property herein described and the new purchaser refuses to take title to same until said sale is reported to and confirmed by the Court.

Fifth: That your trustee further reports that he sold the above described property at private sale unto William I. Messick and Amelia H. Messick at and for the sum of Six hundred (\$600.00) dollars, the same being the highest offer he could obtain for said property, the terms of sale being cash, and sale was fairly made.

Witness:

Orlando Ridout Jr. (Seal)

Dorothy M. Trench

Trustee

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 30th day of November in the year 1936 before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Orlando Ridout Jr., Trustee named in the above report of sale and made oath in due form of law that the matters and facts above set forth are true to the best of his knowledge and belief, and that said sale was fairly made.

Witness my hand and Seal Notarial.

(Notarial Seal) Dorothy M. Trench
Notary Public

ORDER NISI

Ordered this 30th day of November, 1936 that the private sale of the property mentioned in these proceedings made and reported by Orlando Ridout Jr., Trustee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 31st 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 31st day of December next.

The report states the amount of sales to be six hundred (\$600.00) dollars.
(Certificate of Publication will be found at end of case.) Frank A. Munroe, Clerk.

Ordered by the Court this 3rd day of February, 1937 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by

the Order Nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Linwood L. Clark, Judge.

Petition of Augusta R. Hobbs, Affidavit, Consent and Order of Court Thereon.

Filed Sept. 28th., 1937

To The Honorable, The Judge of Said Court:-

The Petition of Augusta R. Hobbs, respectfully shows unto Your Honor:-

1. That on July 7, 1922, for a valuable consideration then paid, your petitioner purchased from said Folger McKinsey and Fannie H. McKinsey, his wife, a lot of ground on the northeast shore of Cypress Creek in the Third Election/^{District} of Anne Arundel County, State of Maryland, the original deed from said Folger McKinsey and Fannie H. McKinsey, his wife, to your petitioner duly recorded among the Land Records of said county in Liber W. N. W. No. 52 folio 494&c., to be produced if and when required.

2. That in said deed, the lot of your petitioner is described as fronting on the south side of a "temporary road, fifteen feet wide" and by said deed your petitioner was also granted "a right of way for ingress, egress and regress to, over and upon said temporary road fifteen feet wide and other roads or rights of way with which it communicates now owned or used by said grantors out to the Annapolis Boulevard."

3. That at the time of the conveyance to your petitioner above referred to, the development of the McKinsey property was just starting and said "temporary road fifteen feet wide" and the other roads with which it communicated were the only means of access to her said property and it was represented to your petitioner that when the permanent location of said road was definitely determined upon, the lot so purchased by your petitioner should have a frontage thereon.

4. That on April 27, 1932, the said Folger McKinsey and Fannie H. McKinsey, his wife, executed to Orlando Ridout, Jr. as Trustee a deed of certain property therein described In Trust for the uses and purposes therein mentioned, said deed having been duly recorded among the Land Records of this county in Liber F. S. R. No. 96 folio 435 &c. That in this proceeding, this Honorable Court assumed jurisdiction over the administration of said trust and said Trustee has filed with this Court his duly approved bond.

That subsequently, Fannie H. McKinsey, the wife of said Folger McKinsey, and one of the grantors in said deed of trust, departed this life.

5. That the sales made by said Trustee in the execution of said trust and reported to this Court refer to a survey and plat of the McKinsey Property made by S.J. Martenet & Co., Surveyors and Civil Engineers, Baltimore, Md., on December 3, 1933, on which plat there is laid out as the means of access to all of said McKinsey property and in place of said "temporary road fifteen feet wide" shown on the earlier plats, a thirty foot road running parallel or nearly so, where it passes the lot of your petitioner, with the line of the "temporary road fifteen feet wide" but at a distance of 21.60 feet northeast from the northeast or front line of your petitioner's said lot as conveyed to her by/^{said} deed of July 7, 1922, so that there is now a narrow strip of ground between the front line of her said lot and the now established road on which her said lot should rightfully bind, the legal title to which said strip of ground is still outstanding in said Orlando Ridout, Jr., Trustee.

6. That your petitioner is entitled to a conveyance to her by said Orlando Ridout,

Jr. Trustee of said strip of ground so that the lot conveyed to her by said deed of July 7, 1922 will have a frontage on the road as now definitely laid out and established.

Wherefore your petitioner prays Your Honor to pass an order authorizing and directing said Orlando Ridout, Jr., Trustee to execute and deliver to your petitioner, a deed in fee, free and clear of all encumbrances, for the strip of ground lying between her said lot described in the deed of July 7, 1922 and the centre line of the thirty foot road as now surveyed, laid out and opened as hereinbefore recited.

And as in duty bound etc.

Howard C. Wilcox

Augusta R. Hobbs

Solicitor for Petitioner

Petitioner

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

I Hereby Certify, that on this 25th day of September, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Augusta R. Hobbs, the within named Petitioner, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of her knowledge, information and belief.

As Witness my hand and Notarial seal.

(Notarial Seal) Horace W. Carson
Notary Public

CONSENT.

We hereby admit the matters and facts alleged in the foregoing Petition and consent to the passage of the order therein prayed.

Folger McKinsey

ORDER

Upon the foregoing Petition, affidavit and consent, it is this 28th day of September, 1937, by the Circuit Court For Anne Arundel County (In Equity), Ordered that Orlando Ridout, Jr., Trustee under the deed of trust from Folger McKinsey and Fannie H. McKinsey, his wife, dated April 27, 1932, be, and he is hereby authorized and directed to execute and deliver to Augusta R. Hobbs, a deed in fee, free and clear of all encumbrances, for the strip of ground lying between the lot conveyed to said Augusta R. Hobbs on July 7, 1922 by said Folger McKinsey and Fannie H. McKinsey, his wife, and the centre line of the thirty foot road as now surveyed, laid out and opened.

Linwood L. Clark, Judge

Certificate of Publication to Report of Sale Filed Nov. 30th. 1936

Annapolis, Md. January 19, 1937

We hereby certify, that the annexed Order Nisi--Sale--Eq. 6367 - Folger McKinsey and Fannie H. McKinsey his wife 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 31st day of December, 1936. The first insertion being made the 1st day of December, 1936.

The Capital-Gazette Press, Inc.
By Adaline S. Moss.

In The Matter of the Sale of the Mortgaged : No. 6538 Equity
 Real Estate of Bernard Clark and Eva V. Clark, : In the Circuit Court for
 his wife, : Anne Arundel County
 Frank S. Revell, Clerk,

Please docket this case and file original mortgage.

B. R. Anderson, Atty.

Mortgage -- Filed 6th June, 1933.

This Mortgage, Made this 10th day of September in the year nineteen hundred and thirty by and between Bernard Clark and Eva V. Clark, his wife Mortgagors of Anne Arundel County in the State of Maryland, of the first part, and Bruner R. Anderson of the County and State aforesaid, Mortgagee, of the second part.

Whereas, the said Bruner R. Anderson has this day loaned to the parties of the first part \$800.00, which said sum is to be paid three years from the day of the date hereof; the interest on the same at six per cent per annum, to be paid semi-annually and for the purpose of securing the payment of said mortgaged debt and interest this mortgage is executed.

Now This Mortgage Witnesseth, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, Bernard Clark and Eva V. Clark, his wife, do grant and convey unto the said Mortgagee, Bruner R. Anderson, his heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in Anne Arundel County, aforesaid, and described as follows:

Being, the same lot of ground containing fifty-five acres, more or less, that was devised to Bernard Clark by John S. Clark Sr., by his Last Will and Testament, now on record in the office of the Register of Wills of Anne Arundel County, among the Records of Wills in Book 50, page 65

For title see deed from Bruner R. Anderson, trustee, to the said Bernard Clark and Eva V. Clark, his wife, bearing date December 10, 1926 and is recorded among the Land Records of Anne Arundel County in Liber W. M. B., No. 41, Folio 100.

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 Mortgagee Bruner R. Anderson, his heirs and assigns, forever, in fee simple.

Provided, that if the said Mortgagors, Bernard Clark and Eva V. Clark, his wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Eight Hundred Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the Mortgagors, Bernard Clark and Eva V. Clark, 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 her by 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 Bruner R. Anderson, 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 any 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.

And the said Mortgagors, Bernard Clark and Eva V. Clark, his wife, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Hundred Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee his personal representatives and assigns.

Witness the hands and seals of the said Mortgagors

Test:

H. Lucile Trussell.

Bernard Clark (Seal)

Eva V. Clark (Seal)

State of Maryland, Baltimore City, To Wit:

I Hereby Certify, that on this 10th day of September in the year nineteen hundred and thirty before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Bernard Clark and Eva V. Clark, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared 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.

Witness my hand and Notarial Seal.

(Notarial Seal) H. Lucile Trussell
Notary Public

Bond --Filed and Approved 6 June 1933.

Know All Men by These Presents:

That we Bruner R. Anderson of Baltimore, Maryland 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 Two Thousand and 00/100 (\$2000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this twenty-sixth day of May in the year nineteen hundred and thirty-three

Whereas, the above bounden Bruner R. Anderson by virtue of the power contained in a Mortgage from Bernard Clark and Eva V. Clark, his wife bearing date the 10th day of September nineteen hundred and thirty and recorded among the Land Records of Anne Arundel County, in Liber F. S. R. No. 77, Folio 6, and Bruner R. Anderson is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Bruner R. Anderson do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered

in the presence of

J. W. Stewart

Witness as to Surety:

Esther L. Knouss

(Corporate)

(Seal)

Bruner R. Anderson (Seal)

New Amsterdam Casualty Company

By Leslie Rawls

Attorney-In-Fact

Report of Sale & Order Nisi 13th June, 1933. --Filed 13th. June, 1933

To The Honorable Judges of Said Court:

The report of sale of Bruner R. Anderson, mortgagee, in a mortgage from Bernard Clark and Eva V. Clark, his wife, bearing date September 10, 1930 and is recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 77, folio 6, respectfully shows to this Court:

That said mortgage being in default he first filed a bond for the faithful performance of the trust reposed in him which said bond was approved by the Clerk of the Circuit Court and after having given more than 21 days notice by advertisement in the Maryland Gazette, a newspaper published and printed in Anne Arundel County setting forth the time, place, manner and terms of sale, he attended at the Court House Door in the City of Annapolis on Tuesday, the 13th day of June, 1933 at 11 o'clock A. M. being the time and place designated in said advertisement to make sale and offered for sale all of the property in said mortgage described, containing 55 acres of land, more or less, and sold the same to Bruner R. Anderson, who was the highest bidder therefore at and for fourteen hundred dollars

Test:

A. Howell Linthicum

Bruner R. Anderson

Mortgagee.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this 13th day of June, 1933 before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid personally appeared

Bruner R. Anderson and made oath in due form of law that the matters and facts above set forth are true as therein stated and that the sale was fairly made.

As Witness my hand and Notarial seal.

(Notarial Seal)

A. Howell Linthicum

Notary Public.

ORDER NISI

Ordered, this 13 th day of June, 1933, That the sale of the property mentioned in these proceedings made and reported by Bruner R. Anderson, Mortgagee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of July next.

The report states that the amount of sales to be \$1400.00

Frank S. Revell, Clerk.

Certificate of Publication

Annapolis, Md., July 11, 1933

We hereby certify, that the annexed O. N. --Sale--Clark 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 July, 1933. The first insertion being made the 15th day of June, 1933.

The Capital-Gazette Press, Inc.

By J. M. Francis.

Ordered By The Court, This 18" day of July, 1933 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.

Nicholas H. Green A. J.

Petition to appoint Trustee. to convey. Filed July 18th 1933.

To The Honorable Judges of Said Court:

The petition of Bruner R. Anderson respectfully shows to this Court:

That as mortgagee in the sale of the mortgaged premises described in this case he sold the property in said mortgage described to Bruner R. Anderson.

That the sale has been duly ratified and he hereby petitions this Court to appoint a Trustee for the purpose of conveying said property so sold to him.

Bruner R. Anderson

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this 14th day of July, 1933 before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid personally appeared Bruner R. Anderson and made oath in due form of law that the matters and facts set forth in the foregoing petition are true as therein set forth.

As Witness my hand and Notarial seal.

(Notarial Seal)

A. Howell Linthicum

Notary Public.

Upon the above petition and affidavit it is ordered by the Circuit Court for Anne Arundel County in Equity that Marvin I. Anderson be and he is hereby appointed Trustee for the purpose

of conveying the property in these proceedings described to Bruner R. Anderson.

Auditor's Report and Account.-- Filed July 25th., 1933.

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 Bernard Clark and Eva B. Clark his wife, in ac. with Bruner R. Anderson, Mortgagee.

To Mortgagee for his commissions	\$73.00	
To Mortgagee for fee named in mortgage	25.00	\$98.00
To Mortgagee for Court Costs, viz:		
Solicitor's appearance fee	10.00	
Clerk of Court	10.25	
Auditor	<u>9.00</u>	29.25
To Mortgagee for Expenses, viz:		
Capital Gazette Press, advertising	9.00	
Order Nisi on Report of Sale	5.00	
Auctioneer	5.00	
Premium on bond	<u>10.00</u>	29.00
To Mortgagee for Taxes, viz:		
1928 County and State	96.75	
1929 County and State	95.81	
1930 County and State	90.43	
1931 County and State	53.35	
1932 County and State	49.26	
adjustment 1933 County and State	<u>35.95</u>	421.55
To Bruner R. Anderson, on account of mortgage		
debt and interest as per claim	822.20	<u>822.20</u>
		<u>\$1,400.00</u>
Amount of mortgage debt and interest	\$932.00	
Allowed on account of said claim	<u>822.20</u>	
This balance subject to Decree in Personam	\$109.80	
Cr. June 13 1933 Proceeds of Sale		<u>\$1,400.00</u>

In the matter of the Sale of the	:	No. 7395 Equity
Mortgaged Real Estate of	:	In The Circuit Court for
Laura Jones & Roberta Jones	:	Anne Arundel County.

Mr Clerk:

Please docket this Suit & file original Mortgage.

Eugene P. Childs, Atty.

Order to Docket Suit & Original Mortgage -- Filed May 13th. 1937

This Mortgage, Made this third day of June in the year nineteen hundred and thirty by and between Laura Jones and Roberta Jones, both single, Mortgagors 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 the said Mortgagors are indebted unto Eugene P. Childs, Committee of the person and estate of Benjamin Watts, Lunatic in the full and just sum of Three Hundred Dollars (\$300.00) and as evidencing said sum, the said Mortgagors have passed unto the said Mortgagee, their joint and several promissory note for said sum of even date herewith and payable in three years after date as well as their six other promissory notes for Nine Dollars (\$9.00) 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 together with the interest thereon 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 Mortgagors, Laura Jones and Roberta Jones, do grant and convey unto the said Mortgagee, Eugene P. Childs, Committee, his successors and assigns, in fee simple, all that lot or parcel of ground situate and lying in Second District of A. A. County, aforesaid, and described as follows:

All of that lot or tract of land situated in the Second Election District of Anne Arundel County and being all of the property which was conveyed unto Robert Jones by James W. Robinson by deed dated the 20th day of June in the year 1908 and recorded in Liber G. W. No. 60 folio 214, and in said deed more particularly described by metes and bounds, courses and distances as containing three (3) acres of land, The parties of the first part being the only heirs at law of Robert Jones, deceased.

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 Mortgagee, his successors 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 Three Hundred (\$300.00) 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 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 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 any 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 & 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 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, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commissions the said Mortgagors for themselves, their heirs, personal representatives and assigns, do 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 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, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee his successors and assigns, the improve-

ments on the hereby mortgaged land to the amount of at least three hundred (\$300.00) Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire to inure to the benefit of the said Mortgagee, his successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his successors and assigns.

Witness the hands and seals of the said Mortgagors

Test:

F. Wilhelmina Pettebone

Laura Jones (Seal)

Roberta Jones (Seal)

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this Third day of June in the year nineteen hundred and Thirty, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Laura Jones and Roberta Jones, both single, the Mortgagors named in the foregoing Mortgage, and each did acknowledged the foregoing Mortgage to be their 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.

(Notarial Seal) F. Wilhelmina Pettebone
Notary Public.

Note -- Filed 13th., May, 1937.

\$300.00

June 3, 1930

Three years after date we promise to pay to the order of Eugene P. Childs, Committee of Benjamin Watts, the sum of Three hundred and 00/100 Dollars

Value received,

Laura Jones

Secured by Mortgage of Even Date

Roberta Jones

Copy of Advertisement -- Filed May 13th., 1937.

Attorney's Sale of Valuable Real Estate

In the Second District of Anne Arundel County on the Road leading from the Defense Highway to Indian Landing.

By virtue of a power of sale contained in a mortgage dated June 3, 1930 and recorded in F. S. R. No. 73 folio 253 of the land records of Anne Arundel County, and at the request of the mortgagors, the undersigned Attorney named in said mortgage, will offer at Public Sale at the Court House door in the City of Annapolis, Maryland on Tuesday June 15 1937 at 11 o'clock A. M.

The following described property, to wit: All of that property containing three acres of land situated on the road leading from the Defense Highway towards Indian landing, improved by a six room dwelling house in fair condition.

Terms of sale, one hundred and fifty (\$150.00) dollars will be required of purchaser on day of sale and the balance of purchase price in cash upon final ratification of sale, deferred payments to bear interest from date of sale.

Taxes and other public charges to be adjusted to date of sale.

For further particulars apply to

Eugene P. Childs
Atty. named in mortgage.

Bond -- Filed and Approved June 14th, 1937.

Know All Men By These Presents:

That we, Eugene P. Childs, of 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 Three hundred Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 14th day of June, in the year of our Lord Nineteen hundred and thirty seven.

Whereas, the above bounden Eugene P. Childs by virtue of the power contained in a mortgage from Laura Jones and Roberta Jones to Eugene P. Childs, Committee, bearing date the 3rd. day of June, 1930 and recorded among the mortgage records of Anne Arundel County in Liber F. S. R. 73 No. Folio 253 and the said Eugene P. Childs as Attorney 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

Eugene P. Childs (Seal)

in the Presence of

American Bonding Company of Baltimore

Dorothy M. Trench

(Corporate Seal)

Myrtle Sturm

Myrtle Sturm, Agent.

By Eugene P. Childs, Atty.

Statement of Mortgage Claim -- Filed June 15th., 1937

Balance of Principle	\$190.00	
Interest	<u>67.50</u>	
		\$257.50

Eugene P. Childs, Attorney

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this fifteenth day of June in the year 1937 before the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Eugene P. Childs, Attorney named in the mortgage in the above entitled case, and made oath in due form of law that the above account is just and true, to the best of his knowledge and belief.

Witness my hand and seal Notarial.

(Notarial Seal) Dorothy M. Trench

Notary Public.

Report of Sale -- Filed June 15th., 1937.

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 Laura Jones and Roberta Jones, dated the third day of June, 1930 and recorded in Liber F. S. R. No. 73, folio 253, one of the Land Records of Anne Arundel County, and at the request of the said mortgagors, the said Eugene P. Childs, Attorney named in the aforesaid mortgage 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 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, June 15, 1937 at 11:00 o'clock A. M. and then and there sold the said property to Charles Hall at and for the sum of Four Hundred (\$400.00) dollars, being then and there the highest bidder therefor, said property being the following: All that lot or parcel of ground situate and lying in the Second District of Anne Arundel County, and being all of the property which was conveyed unto Robert Jones by James W. Robinson by deed dated the 20th day of June in the year 1908 and recorded in Liber G. W. No. 60 folio 214, and in said deed more particularly described by metes and bounds, courses and distances as containing three (3) acres of land. The mortgagors, Laura Jones and Roberta Jones, mentioned in these proceedings, being the only heirs at law of Robert Jones, deceased.

And the said Attorney further reports that he has 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: A cash deposit of one hundred and fifty (\$150.00) dollars will be required of the purchaser or on day of sale and the balance of purchase price in cash upon final ratification of sale, deferred payments to bear interest from date of sale. Taxes and other expenses to be adjusted to day of sale.

Respectfully submitted.

Eugene P. Childs, Attorney.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 15th day of June in the year 1937, 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 foregoing 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.

(Notarial Seal)

Dorothy M. Trench
Notary Public.

Annapolis, Maryland, June 15, 1937

This is to certify that I have this 15th day of June in the year 1937, sold the property described by said advertisement in the Second Election District of Anne Arundel County and more particularly described by said advertisement to Charles Hall at and for the sum of four hundred (\$400.00) dollars, he being then and there the highest bidder for said property.

Witness:

Dorothy M. Trench.

Wm. H. Moss & Co., Auctioneer.
By Thomas O. Gott.

Annapolis, Maryland, June 15, 1937

This is to certify that I have this 15th day of June in the year 1937, purchased from Eugene P.

Childs, Attorney, the property situated in the Second Election District of Anne Arundel County and described more particularly in said advertisement, at and for the sum of Four Hundred (\$400.00) dollars and do hereby agree to comply with the terms of sale.

Witness:

Charles Hall.

Dorothy M. Trench

ORDER NISI

Ordered, this 15th day of June, 1937, That the sale of the property mentioned in Report of Sale dated the 15th day of June, 1937, made and reported by Eugene P. Childs, Attorney, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 17th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of July next.

The report states that the amount of sales to be \$400.00

Frank A. Munroe, Clerk.

Certificate of Publication

Annapolis, Md., July 21, 1937

We hereby certify, that the annexed Order Nisi-- Sale--Equity 7395 --Laura Jones and Robert A. Jones 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 July, 1937. The first insertion being made the 17th day of June, 1937.

The Capital-Gazette Press, Inc.

By Adaline S. Moss.

Ordered By The Court, This 8th day of September, 1937 that the sale made and reported by the Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Linwood L. Clark, Judge.

Auditor's Report and Account --Filed March 1st., 1938.

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 Laura Jones and Roberta Jones in ac. with Eugene P. Childs, Attorney.

To Attorney, for fee	\$ 25.00	
" Attorney, for commission	<u>27.00</u>	\$
	52.00	
Less \$12.00 collected as rent	<u>12.00</u>	40.00
To Attorney for Court Costs, viz:		
" Clerk of Court, costs	12.65	
" Plaintiff's Solicitor's Appearance fee	10.00	
" Auditor	<u>9.00</u>	31.65
To Attorney for Expenses, viz:		
" Capital-Gazette Press, Advertising Sale	19.00	

Amt. Brought forward	\$19.00	\$71.65
on Sale		
To Capital-Gazette Press, Order Nisi	5.00	
on Aud. Acct.		
" Capital-Gazette Press, Order Nisi	5.00	
" Myrtle Sturm, Agent, bond premium	10.00	
" Thomas O. Gott, Auctioneer	10.00	
" Dorothy M. Trench, Notary Public	<u>1.00</u>	50.00

To Attorney for Taxes, viz:

" 1936 State and County	23.10	
" 1937 State and County (\$21.50) adj.	<u>9.85</u>	32.95

To Eugene P. Childs, Committee of Benjamin Watts, Lunatic, Mortgagee, on account of mortgage claim

		<u>245.40</u>
		<u>\$400.00</u>

Amount of Mortgage Claim as per statement filed \$257.50
 Amount on account of Mortgage Claim 245.40
 This Balance, Subject to decree in personam \$ 12.10

Cr. June 15, 1937 Proceeds of Sale \$400.00

Ordered, This 1st. day of March, 1938, 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 2nd., 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 2nd., day of April next.

Frank A. Munroe, _____

Certificate of Publication Annapolis, Md., March 26, 1938.

We hereby certify, that the annexed Order Nisi--Aud--Acct.--No. 7395 Equity Laura & Roberta Jones 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 2nd day of April, 1938. The first insertion being made the 3rd. day of March, 1938.

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

Ordered By The Court, This 6th day of Dec., 1939, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,
 Judge.

Calvert Alonza Upton, et al	:	No. 7848 Equity
vs.	:	In The Circuit Court for
Thelma Carolyn Funk, et al.	:	Anne Arundel County

Bill of Complaint -- Filed June 28th, 1939

To The Honorable, The Judge of Said Court:

Your Orators complaining say:

1. That a certain Carrie Amelia Upton, a resident of Anne Arundel County, State of Maryland, died on or about April 7, 1937, seized and possessed in fee simple of the following described real estate lying in Anne Arundel County, State of Maryland, and more particularly described as follows:

All those lots of ground situate in Anne Arundel County and designated as lots Nos. 17 and 18, Section J as laid down on a plat of Curtis Heights prepared by S. J. Martenet & Co. and duly recorded among the Plat Records of Anne Arundel County in Plat Book G. W. No. 1, folio 129, in fee simple. The first of said lots being the same lot of ground described in a deed dated April 12, 1920 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. 17 folio 415, from Henry C. Bourke Jr. to Thomas L. Upton and Carrie A. Upton, his wife, as tenants by the entireties, and the second ^{being the same lot} Lot/described in a deed dated April 22, 1921 and recorded among the aforesaid Land Records in Liber W. N. W. No. 41, folio 115 from Roy K. Gibson and Bessie S. Gibson, his wife, to Thomas L. Upton and Carrie A. Upton, his wife, as tenants by the entireties; the said Thomas L. Upton having predeceased the said Carrie Amelia Upton, vesting title in the aforesaid property in Carrie Amelia Upton, absolutely.

Said property above described is improved by a frame bungalow and frame garage and is now known as No. 308 Edison Street; certified copies of the aforesaid deeds being filed herewith marked Complainant's Exhibits "A" and "B", and are prayed to be taken as part hereof.

2. That the said Carrie Amelia Upton left a Last Will and Testament duly executed to pass real estate in this State, and duly admitted to probate in the Orphans' Court of Anne Arundel County on the 25th day of April, 1939, devising and bequeathing all of her property, real, personal and mixed, of every kind and wheresoever situate, unto her four children, namely Calvert Alonza Upton, one of the Complainants herein, an adult, Thelma Carolyn Upton, (now Thelma Carolyn Funk) an adult, James Abram Upton, infant, and Herman Milton Upton, infant, the Defendants herein; that the said Calvert Alonza Upton is married to Alice Rose Upton, and the said Thelma Carolyn Upton is married to John J. Funk; said Last Will and Testament is now on record at the office of the Register of Wills of Anne Arundel County in Wills Liber No. 1, folio 422; a certified copy of said will is filed herewith marked Complainants' Exhibit "C" and is prayed to be taken as a part hereof.

3. That the Brooklyn Building Association, a body corporate, one of the Defendants hereto, hold a mortgage on said property above described on which there is a balance due of approximately Five Hundred Fifty Dollars (\$550.00); said Mortgage having been executed prior to the death of the said Carrie Amelia Upton.

4. That upon the death of the said Carrie Amelia Upton title to said real estate above described thus became vested in the said Calvert Alonza Upton, Thelma Carolyn Upton (now Thelma Carolyn Funk), James Abram Upton and Herman Milton Upton, as tenants in common; said parties hereto, both Complainants and Defendants, constitute all the persons living who may be

entitled to the property aforesaid or any interest therein.

5. That the father of said infant Defendants, namely Thomas L. Upton, died on March 21, 1936, and since the death of their mother as above set forth, said infants have been in the care and custody of Milton Stansbury and Grace Schnepfe, who were duly appointed guardians of said infants by the Orphans' Court of Anne Arundel County by order dated April 25, 1939 and have duly qualified as such; a copy of said appointment of guardianship being filed herewith and marked Complainants' Exhibit "D", and is prayed to be taken a part hereof.

6. That said property above described has been occupied since the death of Carrie Amelia Upton by your Orators, Calvert Alonza Upton and his wife, who have been paying rent for the same, said rent having been applied to payment of the mortgage indebtedness, taxes and other expenses, but that your Orator is now unable to continue to occupy said property and thus said property will become unoccupied, and in order to procure a suitable tenant for the same, a large outlay of money for repairs needed thereon would be required.

7. That said property is not susceptible of partition among the persons entitled without material loss and injury to the parties entitled to interest therein as above stated, and that, in order to make division of said interests, it will be necessary and is to the best interest, benefit and advantage of the said parties that said real estate be sold, and the proceeds thereof be divided in accordance with the respective right, title and interest of the parties hereto.

TO THE END, THEREFORE:

a. That a decree may be passed for the sale of said real estate and that a trustee be appointed to make said sale.

b. That the proceeds of said sale may be distributed among the parties interested, according to their respective rights and interests.

c. That your Orators may have such other and further relief as the nature of their case may require.

May it please your Honor to grant unto your Orators a writ of subpoena directed to the said Thelma Carolyn Funk and John J. Funk, her husband, residing at 8 Bristol Street, Baltimore, Maryland, James Abram Upton and Herman Milton Upton, infants, residing at 305 Pontiac Avenue, Baltimore, Maryland, and Brooklyn Building Association, 3562 Hanover Street, Baltimore Maryland, commanding them to be and appear in this Court on some certain day to be named therein and to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Alice Rose Upton

Chas. K. Obrecht

Calvert Alonza Upton
Complainants.

Solicitor for Complainant

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 27th day of June, 1939, before me, subscriber, a Notary Public of the City of Baltimore, State of Maryland aforesaid, personally appeared Calvert Alonza Upton and Alice Rose Upton, his wife, Complainants, and they 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.

(Notarial Seal)

Chas. K. Obrecht
Notary Public.

Complainant's Exhibit "A" --Filed June 28th., 1939.

(Int. Rev. \$1.00 Stamp)

This Deed, Made this 12th day of April in the year Nineteen hundred and Twenty by Henry C. Bourke, Junior, Grantor, of Baltimore City, State of Maryland, to Thomas L. Upton and Carrie A. Upton, his wife, of Baltimore City, State of Maryland, Grantees.

Witnesseth that in consideration of the sum of five dollars and other valuable considerations the receipt whereof is hereby acknowledged the said Henry C. Bourke, Junior, does hereby grant and convey unto the said Thomas L. Upton and Carrie A. Upton, his wife as tenants by the entireties his, her or their heirs and assigns, in fee simple, all that lot of ground situate in Anne Arundel County, Maryland, and designated as Lot No. 17-Section J as laid down on a Plat of Curtis Heights prepared by S. J. Martinef & Company and duly recorded among the Plat Records of Anne Arundel County in Plat Book G. W. No. 1 folio 129-

Being the same lot of ground which was granted and conveyed by Riley Piereman and wife to the said Grantor by deed dated March 31st 1920 and recorded among the Land Records of said County in Liber W. N. W. No. 21 folio 473.

Together with the improvements thereon and the rights and appurtenances thereunto belonging.

To Have And To Hold the above described property unto and to the said Thomas L. Upton and Carrie A. Upton his wife as tenants by the entireties his, her or their heirs and assigns in fee simple.

And the said Grantor hereby covenants that he will warrant specially the property hereby conveyed and that he will execute such further assurances of the same as may be requisite.

Witness the hand and seal of the said grantor.

Test:

Henry C. Bourke, Jr. (Seal)

H. C. C. Schneffe

State of Maryland Baltimore City Sct:

I Hereby Certify that on this 12th day of April in the year Nineteen Hundred and Twenty before me, the subscriber a Notary Public of the State of Maryland, in and for the Baltimore City aforesaid personally appeared Henry C. Bourke, Junior the Grantor in the foregoing Deed and he acknowledged the same to be his act.

Witness My Hand And Notarial Seal.

(Notarial Seal)

H. C. C. Schneffe

Recorded 1 June 9 A. M. 1920-

Notary Public

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber W. N. W. No. 17, folio 415, one of the Land Record Books of Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 20th day of June, A. D. 1939.

(Corporate)

John H. Hopkins, 3rd.

(Seal)

Clerk.

Complainants' Exhibit "B" --Filed June 28" 1939.

(Int Rev 50¢ stamp)

This Deed, made this 22nd day of April in the year Nineteen Hundred and Twenty One, by

and between Roy K. Gibson and Bessie S. Gibson, his wife, of Baltimore City, State of Maryland, Grantors, and Thomas L. Upton and Carrie A. Upton his wife, of said City and State, Grantees.

Witnesseth:- that in consideration of the sum of five dollars and other valuable considerations, the receipt whereof is hereby acknowledged, the said Roy K. Gibson and Bessie S. Gibson his wife, do hereby grant and convey unto the said Thomas L. Upton and Carrie A. Upton his wife, as tenants by the entireties, his, her or their heirs and assigns, in fee simple, all that lot or parcel of ground situate in Anne Arundel County and being the same lot of ground mentioned and described as Lot No. 18 in Section J. as laid down on a plat of Curtis Heights, prepared by S. J. Martinet & Company, and recorded among the Records of Anne Arundel County, in Liber G. W. No. 1 folio 129-

Being the same lot of ground which was granted and conveyed by deed dated June 30th 1919, from the Mardel Company to the said Grantors recorded or intended to be recorded immediately prior hereto.

Together with the improvements thereon and the rights and appurtenances thereunto belonging.

To Have And To Hold the above described property unto and to the said Thomas L. Upton and Carrie A. Upton, his wife, as tenants by the entireties, his, her of their heirs and assigns, in fee simple

And the said Grantors hereby covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such other and further assurances of the same as may be requisite.

Witness The Hands And Seals of the Said Grantors.

Test:

H. C. Bourke, Jr.

R. K. Gibson- (seal)

Bessie S. Gibson- (seal)

State of Maryland, Baltimore City To Wit:

I hereby certify that on this 22nd day of April in the year Nineteen Hundred and Twenty One, before me the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared, Roy K. Gibson and Bessie S. Gibson, his wife, Grantors in the foregoing Deed and they each acknowledged the same to be their act.

Witness My Hand And Notarial Seal.

No Notray Seal

H. C. Bourke, Jr.

Recorded 25 April 11 A. M. 1921.

Notary Public

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber W. N. W. No. 41, folio 115, 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 June A. D. 1939.

(Corporate)

John H. Hopkins, 3rd.

(Seal)

Clerk.

Complainant's Exhibit "C". --Filed June 28th. 1939.

Last Will and Testament of Carrie A. Upton.

I, Carrie A. Upton of A. A. Co. in the State of Maryland being of sound and disposing mind memory and understanding and being mindful of the certainty of death and of the uncertainty of

the time thereof do make and declare this to be my last Will and Testament in manner and form following

In the first place it is my will that from my estate all my just debts and funeral expences shall be payed without delay

Second All the rest residue and remainder of my property real personal and mixed of every kind and wheresoever situated to wich I may be entitled at the time of my death absolutely to be equally devided between my four children Calvert Alonza Thelma Carolyn James Abram and Herman Milton and I appoint Milton Stansbury and Grace Schnepfe as Guardians for James Abram and Herman Milton, they being minors and their part to be used for their support as the Guardiens see fit

And finally I nominate constitute and appoint Milton Stansbury and Grace Schnepfe to be Executors of this my last Will and Testament and request that they be excused from the necessity of giving bond as such executors hereby expressly revoking all other wills and codicils by me heretofore made and ratifying and confirming this and none other as my last will and testament

In testimony whereof I have signed my name and affixed my seal this twenty-third day of September in the year 1935

Carrie Amelia Upton

Sign sealed and declared by the above named testatrix as and for her last will and testament in the presence of us who at her request in her presence and in the presence of each other have hereunto subscribed our names as witnesses.

Carrie M. Keeney

Wm. J. O'keeffe, Sr.

Anne Arundel County, Ss:

On the 25th day of April, 1939 came Calvert Alonza Upton and made Oath in due form of law, that he does not know of any Will or Codicil of Carrie A. Upton late of said County, deceased, other than the above instrument of writing, and that he received the same from Carrie A. Upton at the time it was executed and it has been in his custody since that time. Testatrix died on 7th day of April, 1937.

Sworn to in open Court

Test:

R. Glenn Prout

Register of Wills for Anne Arundel County.

By Clemence C. Burwell, Clerk.

Anne Arundel County, Ss:

On the 25th day of April, 1939 came Carrie M. Keeney and Wm. J. O'Keefe, Sr. subscribing witnesses to the foregoing last Will and Testament of Carrie Amelia Upton late of said County, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they subscribed their names as witnesses to this Will in her presence, at her request and in the presence of each other.

Sworn to in open Court

Test:

R. Glenn Prout

Register of Wills for Anne Arundel County
By Clemence C. Burwell, Clerk.

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Carrie Amelia Upton, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 25th day of April, 1939, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Carrie Amelia Upton, deceased.

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

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 foregoing is a true and full copy of the Last Will and Testament of Carrie Amelia Upton late of said County deceased together with proof and probate thereof taken from Wills Liber W. M. H.1 folio 422, 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 19th day of June in the year of our Lord, nineteen hundred and thirty-nine

(Corporate) R. Glenn Prout
(Seal) Register of Wills for Anne Arundel County

Complainant's Exhibit "D" --Filed June 28" 1939.

The State of Maryland, Anne Arundel County, Sct.

The Subscriber, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records of his Office, that on the 25th day of April in the year nineteen hundred and thirty-nine, Milton Stansbury and Grace Schnepfe were appointed by the Orphans' Court of Anne Arundel County, guardian to James Abram Upton and Herman Milton Upton, aged fourteen years and ten years respectively and that the said Milton Stansbury and Grace Schnepfe being then and there present in said Court, accepted of said Guardianship, and gave bond with Securities, which were approved by the said Court, for the faithful performance of their duty as Guardians to said James Abram Upton and Herman Milton Upton

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of the Orphans' Court of Anne Arundel County, this 19th day of June in the year nineteen hundred and thirty-nine.

(Corporate) Test: R Glenn Prout
(Seal) Register of Wills for Anne Arundel County

Summons

Maryland, Sct.

The State of Maryland

To Brooklyn Building Association a body corporate of Baltimore City, Greeting:

You Are Hereby Comanded, That all excuses set apart, you personally be and appear before the Circuit Court of Anne Arundel County, sitting in Equity; to be held in the City of Annapolis on the first Monday of July next, to answer the complaint of Calvert Alonza Upton & wife 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 28th day of June, 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 3rd day of July 1939.

(Obrecht Sol.)

Returnable 1st Monday July 1939.

Summoned Brooklyn Building Association a corporation by service on E. Wilbur Stoll President and a copy of the Process with a copy of the Bill of Complaint left with said President Also notice of said summons left at the principal office of said Corporation on the 1st day of July 1939 in the presence of Dennis J. Mitchell

Joseph C. Deegan, Sheriff.

Maryland, Sct.

The State of Maryland

To James Abram Upton & Herman Milton Upton, Infants 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 July next, to answer the complaint of Calvert Alonza Upton & wife 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 28th day of June, 1939

(Corporate) John H. Hopkins, 3rd.
(Seal) 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 3rd day of July 1939.

(Obrecht Sol.)

Returnable 1st Monday July 1939

Summoned by reading summons to James Abram Upton and Herman Milton Upton Infants and a copy of the Process with a copy of the Bill of Complaint left with each Infant, Also Copy of the Process left with Grace Schnepfe Aunt of and party having care of Infants named in writ on the 29th day of June 1939 in the presence of William F. Murr

Joseph C. Deegan, Sheriff

Maryland, Sct.

The State of Maryland

To Thelma Carolyn Funk & John J. Funk, her husband of Baltimore City, Greeting:

You are Hereby Commanded, That all excuses set apart, you personally be and appear before the Circuit Court of Anne Arundel County, sitting in Equity; to be held in the City of Annapolis, on the first Monday of July next, to answer the complaint of Calvert Alonza Upton & wife, 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 28th day of June 1939

(Corporate) John H. Hopkins, 3rd.
(Seal) 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 3rd day of July 1939

(Obrecht Sol) Returnable 1st Monday July 1939

Summoned Thelma Carolyn Funk and John J. Funk and a copy of the Process with a copy of the Bill of Complaint left with each defendant on the 29th day of June 1939 in the presence of William F. Murr.

Joseph C. Deegan, Sheriff

Received 29th day of June 1939 and forthwith delivered to the Sheriff of Baltimore City.

Test: M. Little Pittman

Answer of Brooklyn Building Association -- Filed July 12th 1939

To The Honorable, The Judge of Said Court:

The answer of Brooklyn Building Association, a body corporate, to the Bill of Complaint of Calvert Alonza Upton and Alice Rose Upton, his wife, against it in this Court exhibited.

This Defendant answering says:

First: That it admits the facts in said Bill alleged.

Second: That it assents to the passage of such decree or decrees as may be proper to be passed in the premises.

And as in duty bound, etc.

John M. Baumann
Solicitor for Respondent (Corporate)
(Seal)

Brooklyn Building Association
By E. W. Stoll President
Respondent

Answer of Thelma Carolyn Funk and John J. Funk, her husband -- Filed July 12th 1939.

To The Honorable, The Judge of Said Court:

The Answer of Thelma Carolyn Funk and John J. Funk, her husband, to the Bill of Complaint of Calvert Alonza Upton and Alice Rose Upton, his wife, against them in this Court exhibited.

The Defendants answering say:

First: That they admit the facts in said Bill alleged.

Second: That they assent to the passage of such decree or decrees as may be proper to be passed in the premises.

And as in duty bound, etc.

John M. Baumann
Solicitor for Respondents

Thelma Carolyn Funk
John J. Funk
Respondents

Petition for Appointment of Guardian Ad Litem -- Filed July 12 1939.

To The Honorable, The Judge of Said Court:

The Petition of the Plaintiffs in this case respectfully represents unto your Honor:

First: That James Abram Upton and Herman Milton Upton, infant defendants in this case have been duly summoned.

Second: That said infant defendants have no legal guardian.

Wherefore, your petitioner prays this Honorable Court to appoint a guardian ad Litem to appear and answer for said infant defendants, and suggest that J. Henry Zeller, who has no interest whatever in this suit be appointed Guardian ad Litem.

And as in duty bound, etc.

Chas. K. Obrecht
Solicitor for Plaintiffs

ORDER

Ordered by the Circuit Court for Anne Arundel County, in Equity, on this 12 day of July, 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 foregoing Petition, and he is hereby directed to appear and file his answer in their behalf.

Ridgely P. Melvin

Answer of Guardian Ad Litem -- Filed July 14th. 1939.

To The Honorable, The Judge of Said Court:

The Answer of James Abram Upton and Herman Milton Upton, the infant defendants named in the Bill of Complaint in this Court against them exhibited, by J. Henry Zeller, duly appointed Guardian ad Litem, respectfully represents unto your Honor:

That the defendants, being infants under the age of twenty-one (21) years cannot admit nor deny the allegations set up in said Bill of Complaint, and, therefore, submit their rights to the protection of this Honorable Court.

And as in Duty Bound, etc.

J. Henry Zeller

Guardian ad Litem

Petition and Order To Take Testimony --Filed July 24" 1939.

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

The Plaintiffs in this case respectfully show unto your Honors:

That they desire 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.

Your Petitioners, Calvert Alonzo Upton and Alice Rose Upton, his wife, therefore pray your Honors to pass an Order granting leave to the parties to take testimony in this case.

And as in duty bound, etc.

Chas. K. Obrecht

Solicitor for Plaintiff

Upon the foregoing Petition, it is this 25 day of July, 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 on behalf of the Plaintiffs, July 28th, 1939. --Filed 5 August 1939

Present:-

Mr. Charles O'Brecht, Solicitor for Plaintiffs.

Guardian-ad-Litem, Mr. Henry Zeller, waives attendance.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

Order for Testimony, July 25th, 1939.

Witnesses:-

Calvert Alonzo Upton,-----2 to 5

Grace Irene Schnepfe, ----- 6 to 8

Clemence C. Burwell, -----9

John Kramme, -----10 to 11

Albert W. Clark, -----12 to 13

Calvert Alonzo Upton, the Plaintiff, a witness being first duly sworn, says:

(O'Brecht)

1. State your name and residence?

A. Calvert Alonzo Upton, 308-Edison st., Brooklyn, Anne Arundel Co., Md.

2. You, with your wife, are Plaintiffs in this case?

A. That's right.

3. Are you married to Alice Rose Upton? A. Yes sir.

4. Who was your mother? A. Carrie Amelia Upton.

5. When did your mother die? A. April 17th, 1937.

6. At the time of her death did she own real estate in Anne Arundel County?

A. Yes.

7. Where was that located?

A. 308-Edison st., Brooklyn, Anne Arundel County, Md.

8. At that time was your father living? A. No sir.

9. When did he die? A. March 31st, 1935.

10. I show you a certified copy of a deed from Henry C. Bourke to Thomas L. Upton and Carrie

A. Upton dated April 12th, 1920 Lots 17 Section J as laid down on the Plat of Curtis'

Heights, filed with the Bill as Exhibit A, now offered and filed as Examiner's Exhibit

No. 1, -----Also a deed from Roy K. Gibson and Bessie S. Gibson to Thomas L. Upton and

Carrie A. Upton, dated 22nd day of April, 1920 conveying Lot 18 Section J as laid down on

Plat of Curtis Heights, both deeds being recorded among the Land Records of Anne Arundel Coun-

ty, this second deed being Exhibit B with the Bill, now filed as Examiner's Exhibit No. 2 ---

and ask you Are they the deeds conveying the property which is now known as No. 308

Edison street?

A. They are, yes sir.

11. At the time of the death of your mother what children did she leave?

A. She left four children.

12. What are their names and ages?

A. Calvert Alonzo Upton (myself) Carolyn Thelma Upton, 23 years old now.

James Abram, now 15 years old Herman Milton, now ten years of age.

13. Were they the only children and heirs at law of your mother living at the time of her death?

A. Yes.

14. Are they living now? A. Yes.

15. And they are the parties to this suit? A. Yes.

16. Thelma Carolyn Upton, your sister, since married?

A. Yes, she married John J. Funk on the 17th of June, 1939.

17. At the time of your mother's death was there any mortgage on this property?

A. Yes, one held by the Brooklyn Building and Loan Association of Brooklyn Md.

18. Is that mortgage still on the property? A. Yes.

19. What is the balance due on that mortgage? A. Approximately \$540.

20. Are the 1939 taxes paid on this property? A. No sir.

21. Are the 1938 taxes paid? A. Yes sir, they are paid.

22. What do the improvements consist of on this property?

A. A six room, frame bungalow, with all modern conveniences, electricity, water and gas, and a garage.

23. When your mother died did she leave a will? A. Yes.

-----Offered in evidence certified copy of the will and probate attached marked Exhibit No. 3

24. Under the terms of your mother's will all of her estate will go to her four children whom you have named?

A. Yes.

25. This estate of your mother is now in process of administration in the Orphans Court for Anne Arundel County?

A. Yes.

26. Who now has the care and custody of your two infant brothers?

A. My Aunt, Mrs. Grace Irene Schnepfe who lives at 305 Pontiac avenue in Baltimore City and Herman Milton Stansbury who lives at 3702 So. 3rd st., Baltimore, Md.

27. Have they had the care and custody of these two infant children since your mother's death?

A. Yes.

-----Offered Certificate of Orphans Court of appointment of Guardians dated April 25th, 1937 as Examiner's Exhibit No. 4.

28. Since the death of your mother who has been occupying this property?

A. I have.

29. Have you been paying any rent for it?

A. I have been keeping up the repairs, insurance, and I think one month on the principal, I have just been paying the expenses on the property.

30. How much have you been paying per month for the property?

A. Up until the time these proceedings were started I paid \$18 a month which took care of the interest and principal on the mortgage, since the proceedings have begun have taken that much money every month towards the taxes for 1939.

31. Are you able to continue to occupy that property? A. No sir.

32. Will you explain that?

A. I cannot afford to keep the payments up on the house the way it is now, I am forced to find a smaller place or apartment or something similar to that.

33. In order to rent that property would it be necessary to make repairs to it?

A. It would, yes, would have to be repaired.

34. Is this property susceptible of being divided in kind between the four children without material loss or damage to those interested?

A. No sir.

35. In order to make a division of the interest what, in your opinion, would be best to their interest and advantage, especially the interest of the infants who are parties hereto?

A. That the property be sold and the proceeds be divided as their interest appears.

36. What, in your opinion, is a fair value of the property?

A. I would value it at \$3,000.

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

A. No, nothing else.

Calvert Alonza Upton

Grace Irene Schnepfe, a witness of lawful age, being first duly sworn, deposes and says:-
(O'Brecht)

1. State your name and residence?
A. Grace Irene Schnepfe, 305 Pontiac ave., Baltimore, Md.
2. Do you know Carrie Amelia Upton?
A. I certainly did know Carrie Amelia Upton.
3. When did she die?
A. She died two years after my brother, in 1935, she died April 7th, 1937.
4. At that time was her husband living?
A. No, he died two years previous to her death in 1935.
5. What was his name? A. Thomas Alonzo Upton.
6. At the time of her death did she own any real estate in Anne Arundel County?
A. She owned the property at 308 Edison st., Brooklyn, Anne Arundel County.
7. What did that property consist of?
A. It's a bungalow, six room frame house and a garage.
8. Was that in fee simple, did she own the ground and house?
A. Yes, she owned both ground and house.
9. Do you know the Plaintiff, Calvert Alonzo Upton? A. Yes.
10. And his wife, Alice Rose Upton ?
A. Yes, I know Alice Rose Upton.
11. Have they been occupying this property since the death of Carrie Amelia Upton?
A. They have been occupying the property.
12. Have they been paying any rent for the same?
A. Keeping up the mortgage, and since we started this proceeding \$18 a month has been held for 1939 taxes, also Fire Insurance has been paid.
13. At the time of the death of Carrie Amelia Upton what heirs at law did she leave surviving her?
A. Four children, Calvert Alonzo Upton, Thelma Carolyn Upton, since married to John J. Funk, she is 23 years of age, married since the death of her mother. James Abram Upton, age 15 years, Herman Milton, age 10 years. Calvert Alonzo is over 21 years of age.
14. Who has the care and custody of the two minor children, James Abram and Herman Milton?
A. Herman Milton Stansbury and Grace Schnepfe (myself) we have been appointed their legal Guardians by the Orphans Court for Anne Arundel County.
15. You are now taking care of them?
A. I now have those children with me and taking care of them.
16. Whose funds do you use to take care of them?
A. My own funds.
17. Did Carrie Amelia Upton leave any estate other than this property at the time of her death?
A. Absolutely no other except the residence 308 Edison st. in Anne Arundel County.
18. Have you ever received any funds from any source whatever to take care of these children?
A. No, I take care of that myself.
19. Was there a mortgage on the property at the time of her death?
A. Yes, there was a mortgage and still is to the amount of \$540 to the Brooklyn Building Association.
20. These four children you have named do they constitute all living persons who have any interest in this estate?

A. Yes, they are the only ones who have any interest in the property.

21. Did any of these children have any children?

A. Calvert has one little girl.

22. Are there any deceased children of Carrie Amelia Upton?

A. Yes, but they died in infancy.

23. Do you know whether or not Calvert Alonzo Upton is able to continue to keep renting this property mentioned herein?

A. No, not in its present condition.

24. What would it require to place the property in a tenantable condition for the purpose of renting it to some one else?

A. It would have to have papering done and quite a good many things on the inside to make it livable for any one else.

25. Are any funds available for that purpose? A. Absolutely not.

26. Do you think that this property is susceptible of division in kind between the parties entitled to it without material losee and injury?

A. It is not, only by selling it and dividing the proceeds among them.

27. Do you think it would be to the interest and advantage of all the children, particularly the infant ones, to sell the property and divide the proceeds amongst them?

A. I certainly do.

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

A. No.

Grace I. Schnepfe

Clemence C. Burwell, a witness of lawful age, being first duly sworn, deposes and says:-

(O'Brecht)

1. State your name and official position?

A. Clemence C. Burwell, Clerk in the office of the Register of Wills for Anne Arundel County.

2. Do you have the record in your office of the estate of Carrie Amelia Upton?

A. Yes.

3. According to your Records to whom were Letters of Administration granted on the estate of Carrie Amelia Upton?

A. Letters of Administration on the estate of Carrie Amelia Upton were granted to Milton Stansbury and Grace Schnepfe on the 25th of April, 1939.

4. Is that estate still in process of administration? A. Yes.

5. Has Notice to Creditors been given in accordance with the law on this estate?

A. Yes. On the 25th of April, 1939 Notice to Creditors was given by publication in the Maryland Gazette.

6. Have there been any claims filed in this estate against the estate? A. No.

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

A. No.

Clemence C. Burwell

John Kramme, a witness of lawful age, being first duly sworn, deposes and says:-

(O'Brecht)

1. State your name and residence?

A. John Kramme, 108 Audrey avenue, Brooklyn, Md.

2. Are you in the real estate business? A. Yes.
3. How long have you been in the real estate business? A. Twenty years.
4. Are you acquainted with property in and around Brooklyn, Md.?
A. Very much so.
5. Are you acquainted with the property known as 308 Edison street in Anne Arundel County, at Brooklyn, Md.? A. Yes.
6. Have you had occasion to make appraisal of that property?
A. I have looked at it as to its condition and valuation.
7. What, in your opinion, is the value of that property?
A. I think that it would bring at forced sale around \$2500, it is a six room, frame bungalow with double garage.
8. You think that would be a reasonable price?
A. I would say that was a reasonable price at forced sale.
9. Did you know Carrie Amelia Upton, the deceased original owner of the property?
A. I know the whole family.
10. Do you know how many children she left as her heirs at law? A. I think four.
11. Do you think that that property is susceptible of partition in kind between those four children without loss or injury to them?
A. No it is not.
12. What do you consider is the proper thing to do in order to make dicision of that property amongst those entitled to it?
A. Sell the property and divide the proceeds amongst them, that is the only thing to do.
13. You think it would be to the best interest of all concerned?
A. Under the conditions I would say, yes.
- To the general question under the rule the witness says:
A. That's all.

John Kramme

Albert W. Clark, a witness of lawful age, being first duly sworn, deposes and says:-

(O'Brecht)

1. State your name and residence?
A. Albert W. Clark, 3900 Brooklyn avenue, Brooklyn, Md.
2. How long have you resided in Brooklyn? A. 31 years.
3. What is your occupation? A. Architect and Builder.
4. Have you been in the real estate business?
A. I have been associated in business for the past twelve years.
5. Did that cover the sale and appraisal of real estate?
A. Valuing, designing and building and selling of real estate.
6. Are you acquainted with the property known as 308 Edison st., Brooklyn? A. I am.
7. Have you had occasion to make appraisal of that property?
A. I have. Some sixty days ago I looked at it with that in mind.
8. What in your opinion is the value of that property?
A. I think the value of the property today would not be in excess of \$2500
9. Did you know Carrie Amelia Upton? A. I did.
10. Do you know her children?

- A. Yes the four of them as given by Calvert, his brothers and sister.
11. Would it be necessary in order to rent this property in question, to spend any money for the making of repairs?
- A. I would say it would require the expenditure of a considerable amount of money to make it really tenantable in order to get a decent return from it.
12. Do you think that this property is susceptible of division in kind amongst those entitled to it without material loss and injury to them?
- A. It is not.
13. What, in your opinion, would be the best thing to do in order to make equal division of it? A. Only thing would be to sell it and divide the proceeds.
14. Do you think it would be to the best interest of all parties concerned to sell the property?
- A. Yes, because the property would just continue to deteriorate, whereas if they had the money to invest it would be bringing in something for them.
- To the general question under the rule the witness says:-
- A. No.

Albert W. Clark

There being no other witnesses to be examined at this time, and 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 Plaintiff's solicitor.

Witness my hand and seal this fifth day of August, 1939.

Jno. S. Strahorn (Seal)
Examiner.

Waiver of Attendance -- Filed 5 August 1939

August 4, 1939

John S. Strahorn, Esq. Examiner
Annapolis, Maryland

Dear Mr. Strahorn:

This is to advise you that I received notice of taking testimony in the case of Calvert Alonza Upton and wife vs. Thelma Carolyn Funk, et al., No. 7848 Equity, in the Circuit Court for Anne Arundel County, said testimony having been taken on July 28, 1939, and that I waived attendance at said hearing. Please note this on the testimony.

Very truly yours,

John M. Baumann

Submission for Decree -- Filed Aug. 25th., 1939.

To The Honorable, The Judge of Said Court:

The above cause is respectfully submitted for Decree.

Chas. K. O'Brecht
Attorney for Plaintiffs
John M. Baumann
Attorney for Defendants

Decree August 25, 1939 -- Filed Aug. 25th., 1939.

The above cause standing ready for hearing and being submitted, testimony having been taken and the proceedings read and considered--

It is thereupon, this 25th day of August, in the year nineteen hundred and thirty-nine, by the Circuit Court of Anne Arundel County in Equity ADJUDGED, ORDERED AND DECREED that the property mentioned in the proceedings be sold; that Charles F. Obrecht be, and he is hereby appointed Trustee to make said sale, at public or private sale, in his discretion, and that the course and manner of this proceeding shall be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself, and a surety or sureties to be approved by this Court, in the penalty of Three thousand dollars conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make said sale, either publicly or privately, in his discretion, and if at public sale, the Trustee shall proceed to make said sale by giving at least three weeks notice by advertisement inserted in such newspaper or newspapers published in Anne Arundel County as he shall think proper of the time, place, manner and terms of sale, which terms shall be one third cash, one-third in six months and one-third in twelve months, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest and to be secured to the satisfaction of the Trustee, and as soon as may be convenient after such sale, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale with an annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale and on payment of the whole purchase money, (and not before) the said Trustee shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Complainants and Defendants and those claiming by, from or under them or either of them; and the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court after deducting the 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 this Trust.

Ridgely P. Melvin,
Judge.

Bond --Filed and Approved 28" Aug. 1939.

Know All Men By These Presents, That We, Charles F. Obrecht as Principal, and Eagle 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 25th day of August, Nineteen Hundred and thirty-nine .

Whereas, by virtue of a power of sale contained in a decree of the Circuit Court for Anne Arundel County, passed in a cause entitled Upton, et al. Vs. Funk et al. Equity No. 7848 bearing date on or about the 25th day of August Nineteen Hundred and thirty-nine the said Charles F. Obrecht is authorized and empowered to make sale of the property described in said proceedings and the said Charles F. Obrecht is about to execute said power and make sale of the property described as aforesaid in said proceedings

Now The Condition of the Above Obligation is Such, That if the above bounden Charles F. Obrecht do and shall well and faithfully perform the trust reposed in him by said decree and shall do 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 such 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.

Witness	(Corporate)	Chas. F. Obrecht (Seal)
Lina Johnson	(Seal)	Eagle Indemnity Company
		By; Benjamin Michaelson
		Attorney-in-fact.

Report of Sale -- Filed Sept. 1st., 1939

To The Honorable, The Judge of the Circuit Court of Anne Arundel County:

The Report of Sale of Charles F. Obrecht, Trustee, appointed by the Decree of this Court passed in the above entitled cause, dated the 25th day of August, 1939, to make sale of certain real estate therein mentioned, respectfully shows:

That after fully giving bond with security for the faithful performance of his trust and having complied with all the other prerequisites as required by law and the said Decree, your Trustee sold at private sale on August 29th, 1939, to Anthony Melka and Agnes Melka, his wife, the following described fee simple property mentioned in said Decree, situate in Anne Arundel County and known as No. 308 Edison Street;

Lots No. 17 and 18 in Section J as laid down on a plat of Curtis Heights prepared by S. J. Martinet & Company, and duly recorded among the Land Records of Anne Arundel County in Liber G. W. No. 1, Folio 129, in fee simple, at and for the price of Twenty-eight Hundred (\$2800.00) Dollars subject to a commission of five per cent (5%) payable to Thomas W. Davis, Realtor, for making said sale, of which sum Fifty (\$50.00) Dollars was paid as a deposit and the balance of the purchase price, in the amount of Twenty-seven Hundred and Fifty (\$2750.00) Dollars to be paid upon ratification of said sale; said sale being made by your Trustee subject to the ratification of the same by the Court.

And your Trustee, in making said private sale, accepted the best offer which he could obtain for said property and deemed it more advisable and better for the interests of the estate to accept said offer than to sell at public auction sale.

Respectfully submitted,

Charles F. Obrecht
Trustee.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, That on this first day of September, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles F. Obrecht, Trustee, 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.

(Notarial Seal) Dorothy M. Trench.
Notary Public.

ORDER NISI

Ordered, this 1st day of September, 1939, That the private sale of the property mention-

ed in these proceedings made and reported by Charles F. Obrecht, Trustee, Be Ratified and Confirmed, unless cause to the contrary thereof 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.

The report states that the amount of sales to be \$2800.00

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 3rd day of October, 1939; that is to say, the same was inserted in the issues of September 8, 15, 22, 1939.

The Southern Maryland Times

Thomas L. Christian,

Business Manager.

By: Jeannette Cadell

Ordered By The Court, This 4th day of October, 19__ 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.

Auditor's Report and Account --Filed Oct. 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. Calvert Alonza Upton and Wife vs. Thelma Carolyn Funk, et al. in ac. with Charles F. Obrecht, Trustee.

To Trustee for Commissions	\$	\$115.00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Defendant's Solicitor's appearance fee	10.00	
Clerk of Court - costs	28.75	
Jos. C Deegan, Sheriff - costs	8.90	
Auditor	<u>13.50</u>	71.15
To Trustee for Expenses, viz:		
Southern Maryland Times - notice to creditors order nisi on	5.00	
Southern Maryland Times - report of sale order nisi on	5.00	
Southern Maryland Times - auditor's acct. premium on	5.00	
Benj. Michaelson, Agent - Trustee's bond premium on	12.00	
Benj. Michaelson, Agent - Executor's bond premium on	10.00	
Benj. Michaelson, Agent - Guardian's bond	10.00	
John S. Strahorn, Examiner	8.00	

Amounts brought forward	\$55.00	\$186.15
To Juliet D. Strahorn - Stenographer	4.50	
J. Henry Zeller - Guardian ad Litem	4.00	
Clerk of Court - Certified copies deeds	2.50	
Register of Wills - Certified copy will costs - C. A. Upton	3.00	
Register of Wills - administration	8.25	
Register of Wills - costs - guardianship	3.50	
Thomas W. Davis, Realtor - commission	140.00	
Clerk of Court - recording release of mortgage	1.50	
One-half State Revenue stamps	1.40	
One-half Federal Revenue stamps	<u>1.50</u>	225.15
To Assignee for Taxes, viz:		
1939 State and County - adjusted		37.08
To Assignee for Mortgage, viz:		
Brooklyn Building Association, mortgagee in full for mortgage debt		547.50
To Trustee for Inheritance taxes, viz:		
Register of Wills - 1% direct inheritance tax on net proceeds sale (\$1,804.12)		18.04
Balance for distribution of \$1,786.08 to the heirs of Carrie A. Upton, as follows:		
To Calvert A. Upton - one-fourth	446.52	
To Thelma C. Funk - one-fourth	446.52	
To James A. Upton - one-fourth	446.52	
To Herman M. Upton - one fourth	<u>446.52</u>	<u>1,786.08</u>
		<u>\$2,800.00</u>
Cr. Sept. 1 1939 Proceeds of Sale		<u>\$2,800.00</u>

Ordered, This 27th. 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 28th 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 28th., 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 28th day of November, 1939; that is to say, the same was inserted in the issues of November 3, 10, 17, 1939.

The Southern Maryland Times

Thomas L. Christian,

Business Manager.

By: Jeannette Cadell.

Ordered By The Court, this 30 day of November, 1939, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

Petition and Order --Filed Dec. 7th., 1939. Order Dec. 8, 1939

To The Honorable, The Judge of Said Court:

The Petition of Charles F. Obrecht, Trustee, in the above entitled case, respectfully represents:

1. That heretofore your Petitioner was appointed Trustee in the above entitled case to make sale of fee simple property No. 308 Edison Avenue, Brooklyn, Anne Arundel County, Maryland; that he has duly qualified as such and sold the property described in these proceedings for the sum of Twenty-eight Hundred Dollars (\$2800.00); that said sale has been ratified, auditor's account stated and ratified and the proceeds are ready for distribution to the persons entitled.

2. That two of the parties entitled to distribution are infants, namely James A. Upton and Herman M. Upton, and the distributive share of each amounts to \$446.52, as set forth in the auditor's account.

3. That Milton Stansbury and Grace Schnepfe, who have had the custody of the said infant children since the death of their mother, as described in said Bill of Complaint, were duly appointed Guardians of said infant children on April 25, 1939, by the Orphans' Court of Anne Arundel County and have duly qualified as such by each filing an approved bond in the amount of One Thousand Dollars (\$1000.00), as ordered by the Orphans' Court of Anne Arundel County; that a certified copy of said appointment and qualification was filed with the Bill of Complaint in these proceedings as Complainants' Exhibit "D".

4. That your Petitioner, under and by virtue of Article 16, Section 68 of the Code of Public General Laws of Maryland, desires to distribute the amount due said infants by paying the same to the afore_said Guardians.

Wherefore your Petitioner prays this Honorable Court to pass and order ordering and directing him to pay unto Milton Stansbury and Grace Schnepfe, Guardians of James Abram Upton and Herman Milton Upton, infants, the distributive share due said infants as stated in the auditor's account filed in these proceedings.

And as in Duty Bound, etc.

Charles F. Obrecht
Trustee.

State of Maryland, City of Baltimore; to wit:

I Hereby Certify, That on this 6th day of December, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Charles F. Obrecht, Trustee, and he made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal)

Gersh I. Moss
Notary Public.

ORDER

Upon the foregoing Petition and Affidavit it is Ordered this 8th day of December, 1939,

by the Circuit Court of Anne Arundel County in Equity that Charles F. Obrecht, Trustee, pay unto Milton Stansbury and Grace Schnepfe, Guardians of James Abram Upton and Herman Milton Upton, infants, the distributive share due said infants as stated in the auditor's account filed in these proceedings.

Ridgely P. Melvin

In The Matter of The Mortgage Real Estate	:	No. 6019 Equity
of	:	In The Circuit Court For
Henry Rippel, Jr. and Margaret B. Rippel,	:	Anne Arundel County
his wife.	:	

Petition to docket suit. --Filed March 24" 1931.

Mr. Clerk:

Please docket suit in the above entitled cause and file the mortgage from Henry Rippel, Jr. and Margaret B. Rippel, his wife, to Seth H. Linthicum, dated the 21st day of May, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 106, folio 174 etc., as Exhibit "A".

J. Chas. Linthicum & Bro.
Attorneys for Mortgagee.

Exhibit "A" --Filed March 24" 1931.

This Mortgage, Made this 21st day of May, in the year one thousand nine hundred and twenty-five, by and between Henry Rippel, Jr. and Margaret B. Rippel, his wife, of Anne Arundel County, in the State of Maryland, of the first part, and Seth H. Linthicum, of the same County and State, of the second part.

Whereas, the said parties of the first part are justly indebted unto the said party of the second part in the full sum of Thirteen Hundred Dollars (\$1,300.00), being the balance of the purchase money for the hereinafter described property, and have given therefor unto the said party of the second part their joint and several promissory note for said principal sum, of even date herewith, drawn to his order, and payable three years after date, and also their twelve interest notes, each for the sum of Nineteen Dollars and Fifty Cents (\$19.50), of the same date, to the same order, and payable respectively three, six, nine, twelve, ^{eighteen} fifteen, ~~twenty~~ one, twenty-four, twenty-seven, thirty, thirty-three and thirty-six months after date; to better secure the payment of all of which notes, as they severally become due, these presents are executed.

It is understood and agreed between the parties hereto that any default in the payments on account of the first mortgage on the hereinafter described property, from Max Schroeder to The Linthicum Heights Building and Loan Association, dated December 29th, 1924 which mortgage has been assumed by the Mortgagors herein, shall be considered as default in this mortgage, and the entire mortgage debt hereby secured shall become due and payable.

Now This Mortgage Witnesseth, That in consideration of the premises and the sum of One Dollar, the said Henry Rippel, Jr. and Margaret B. Rippel, his wife, do grant and assign unto the said Seth H. Linthicum, his executors, administrators and assigns, all that lot or parcel of ground situate and lying in Anne Arundel County, State aforesaid and described as fol-

lows, to wit: Beginning for the same on the Northwest side of the Baltimore and Annapolis Boulevard, at a point distant two hundred and eighty-five and thirty-five one-hundredths (285.35) feet Southwesterly from the Southwest side of Sweetser Road, said place of beginning being at the division line between Lots Nos. 26 and 27; thence Southwesterly binding on the Northwest side of the Baltimore and Annapolis Boulevard, fifty feet to Lot No. 28; thence Northwesterly binding on said Lot No. 28, one hundred and fifty feet; thence Northeasterly parallel with the Baltimore and Annapolis Boulevard, fifty feet, to Lot No. 26; thence Southeasterly binding on said Lot No. 26, one hundred and fifty feet, to the place of beginning; being known and designated as Lot No. 27 on Plat No. 4 of Linthicum Heights, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. No. 2, folio 46.

Being the same lot of ground described in a deed of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

To Have And To Hold the said lot or parcel of ground, with the improvements and appurtenances aforesaid unto the said Seth H. Linthicum, his executors, administrators and assigns, for all the residue of the term of years/^{yet}to come and unexpired therein, with the benefit of renewal thereof from time to time forever, subject to the payment of the annual rent of Seventy-five Dollars (\$75), payable in equal half-yearly instalments on the first days of June and December in each and every year.

Provided, that if the said Henry Rippel, Jr. and Margaret B. Rippel, his wife, their executors, administrators or assigns, shall well and truly pay or cause to be paid the aforesaid principal sum of Thirteen Hundred Dollars (\$1,300.00) and all the installments of interest thereon when and as each of them shall respectively be due and payable as aforesaid and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And it is agreed, that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, the ground rent aforesaid, and all taxes, assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, ground rent, mortgaged debt and interest, public dues, charges and assessments, the said parties of the first part for, themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment fo_ the same, or in any agreement, covenant or condition of this mortgage debt shall be deemed due and demandable and it shall be lawful for the said Seth H. Linthicum, his personal representatives and assigns, or J. Chas. Linthicum, 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 personal representatives or assigns, subject to the payment of the annual ground rent aforesaid; 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 deem-

ed expedient; and in 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 the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his personal representatives and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagors, for themselves, their heirs, personal representatives and assigns do hereby covenant to pay; and the said Mortgagee, his personal representatives or assigns or J. Chas. Linthicum 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, interest, costs, expenses and commission.

And the said Henry Rippel, Jr. and Margaret B. Rippel, his wife, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage, to keep insured in some good company satisfactory to the said Mortgagee, his personal representatives and assigns, the improvements on the hereby mortgaged property to the amount of at least three thousand, five hundred Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his personal representatives and assigns.

Witness the hands and seals of the said Mortgagors:

Test:

H. Lucille Trussell

Henry Rippel Jr. (Seal)

Margaret B. Rippel (Seal)

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 21st day of May, in the year nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Henry Rippel, Jr. and Margaret B. Rippel, his wife, the Mortgagors named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their act. And at the same time also appeared Seth H. Linthicum, Mortgagee named in the foregoing Mortgage, and made oath in due form of law that the consideration set forth in said

Mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal:

(Notarial Seal)

H. Lucile Trussell
Notary Public.

Statement of Mortgage Debt -- Filed April 15" 1931.

To amount of mortgage, dated May 21st, 1925,	\$1,300.00
To interest on same, due to date,	<u>93.64</u>
	\$1,393.64

Respectfully submitted,

Seth H. Linthicum, Mortgagee.

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 14th day of April, 1931, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Seth H. Linthicum, the Mortgagee named in Mortgage, and made oath in due form of law 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.

(Notarial Seal)

H. Lucile Trussell
Notary Public.

Bond -- Filed and Approved 15" April, 1931.

Know All Men By These Presents, That we, Seth H. Linthicum, J. Chas. Linthicum and George McGaw Benson, all of the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-six Hundred Dollars (\$2,600.00), to be paid to the State of Maryland, or its certain attorney, to which payment to be well and truly paid we bind ourselves, our and each of our heirs, administrators and executors, jointly and severally, firmly by these presents, sealed with our seals and dated this 14th day of April, 1931.

Whereas by a mortgage from Henry Rippel, Jr. and Margaret B. Rippel, his wife, dated May 21st, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 106, folio 174 etc., to Seth H. Linthicum, power was given to said Mortgagee, his personal representatives and assigns, or to his duly constituted Attorney or Agent, to sell the mortgaged premises in the event of a default by the said Mortgagors in complying with the terms thereof.

And Whereas there has been a default, the said Seth H. Linthicum, Mortgagee, is authorized to exercise the power to sell the land and premises in said mortgage described, which it is now his intention to do.

Now, The Condition of the Above Obligation is Such that if the said Seth H. Linthicum, Mortgagee, shall abide by and fulfill the conditions and terms in said mortgage or any other order or decree which shall be made by a Court of Equity in relation to the sale of the mortgaged premises or the proceeds arising from said sale, then this obligation shall be null and void, otherwise it will remain in full force and virtue of law.

As Witness our hands and seals:

Test:

H. Lucile Trussell

Seth H. Linthicum (Seal)
J. Chas. Linthicum (Seal)
Geo. McGaw Benson (Seal)

Report of Sale -- Filed April 20" 1931.

To The Honorable Judge of the Circuit Court For Anne Arundel County:

The Report of Sale, of Seth H. Linthicum, Mortgagee in the above entitled cause, to make

sale of the leasehold property in the proceedings in said cause mentioned, respectfully shown, that after giving bond with security for the faithful discharge of his trust as prescribed by said mortgage, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, and Evening Capitol, newspapers published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Mortgagee did pursuant to said notice, on Thursday, April 16th, 1931, at 3 o'clock P. M., attend on the premises, and then and there sold unto Max Schroeder, he being the highest bidder therefor, at and for the sum of Eight Hundred Dollars (\$800.00), subject to a prior mortgage to The Linthicum Heights Building And Loan Association, Incorporated, upon which there is a balance due of \$3,018.96, all that lot of ground and improvements in North Linthicum, Anne Arundel County, and described as follows: Beginning for the same on the Northwest side of the Baltimore and Annapolis Boulevard, at a point distant 285.35 feet Southwesterly from the Southwest side of Sweetser Road, said place of beginning being at the division line between Lots Nos. 26 and 27; thence Southwesterly binding on the Northwest side of the Baltimore and Annapolis Boulevard, fifty feet, to Lot No. 28; thence Northwesterly binding on said Lot No. 28, one hundred and fifty feet; thence Northeasterly parallel with the Baltimore and Annapolis Boulevard, fifty feet, to Lot No. 26; thence Southeasterly binding on said Lot No. 26, one hundred and fifty feet, to the place of beginning; being known and designated as Lot No. 27 on Plat No. 4 of Linthicum Heights, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. No. 2, folio 46; being subject to a ground rent of \$75.00 and subject to restrictions set forth in deeds for property in Plat 4 Linthicum Heights. Improved by a frame cottage with all modern improvements.

Terms of Sale: Cash deposit of \$300.00 required of purchaser at time of sale, balance in six and twelve months, or all cash at the option of the purchaser. Balance of the purchase money to bear interest from day of sale. All expenses on the property to be adjusted to day of sale.

Respectfully submitted,

Seth H. Linthicum,
Mortgagee.

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 16th day of April, 1931, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Seth H. Linthicum, Mortgagee, 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.

Witness my hand and Notarial Seal:

(Notarial Seal)

H. Lucile Trussell
Notary Public.

ORDER NISI

Ordered this 20th day of April, 1931, That the sale of the property mentioned in these proceedings, made and reported by Seth H. Linthicum, Mortgagee, to make said sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st., day of May next; provided a copy of this order by inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st., day of May next.

The report states the amount of sale to be \$800.00, subject to a prior mortgage.

Frank S. Revell, Clerk.

Certificate of Publication

Annapolis, Md., Dec. 1, 1931

We hereby certify, that the annexed Order Nisi - Sale - H. Rippel - #6019 Equity was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 21st day of May, 1931. The first insertion being made the 20th day of April, 1931.

The Capital-Gazette Press, Inc.

By H. L. Strange.

Ordered By The Court, This First 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.

Left for Auditor's Account

In The Matter of the Mortgage Real Estate
of R. Malcolm Hunter, Helen G. Hunter,
and, Mary Janet Hunter

No 6258 Equity
In The Circuit Court for
Anne Arundel County

Mr. Clerk:-

Please docket suit and file the enclosed exhibit.

E. J. W. Revell

Attorney for Felix E. W. Boone, Assignee

Original Mortgage. --Filed 27 May 1932

This Mortgage, Made this 18th day of October, in the year nineteen hundred and seventeen, by and between R. Malcolm Hunter, Helen G. Hunter and Mary Janet Hunter, all single, parties of the first part, and Napoleon Alzingre, party of the second part, all of Anne Arundel County, Maryland, Witnesseth:-

Whereas, the said parties of the first part have this day borrowed from the said party of the second part the sum of Twenty-five hundred dollars (\$2500.00), and to secure the prompt payment thereof, they have given unto the said party of the second part their promissory note, of even date herewith, for said amount, payable in three years from the date hereof; and to secure the prompt payment of the interest, that shall accrue thereon, at the rate of six per cent. per annum, the said parties of the first part have also given unto the said party of the second part their six other promissory notes, of even date herewith, payable every six months for the sum of Seventy-five dollars (\$75.00) each; and

Whereas, it was a condition precedent to the making of said loan that these presents should be executed.

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

All those two lots or parcels of ground situate on the south side of Shipwright Street, Annapolis, Maryland, and described as follows:-

1. All that lot of ground situate on said south side of Shipwright Street, with a frontage of 42 feet, 6 inches and a uniform depth of 110 feet; and

2. All that lot of ground situate on said south side of Shipwright Street, adjoining the lot firstly described, with a frontage thereon of 12 feet, 6 inches and a uniform depth of 110 feet. The said two lots of ground, herein described, forming one lot with a frontage of 55 feet, which were conveyed to Susan Cowan for the period of her life, who has since died, and the remainder to the said parties of the first part, as joint tenants, by deeds dated (1st) November 20, 1906, recorded among the Land Records of Anne Arundel County in Liber G. W. No. 51, folio 87; (2nd) the 25th day of April, 1907, recorded among the aforesaid Land Records in Liber G. W. No. 54, folio 420; also being part of the lot of ground which was conveyed to James Revell by Robert Moss and wife, by deed dated April, 24, 1895, recorded among the aforesaid Land Records in Liber J. C. B. No. 2, folio 173; and later by a confirmatory deed dated the 27th day of September, 1907, recorded among the aforesaid Land Records in Liber G. W. No. 57, folio 42.

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 Napoleon Alzingre, his heirs and assigns, forever.

Provided that if the said parties of the first part, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Twenty-five hundred Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said parties of the first part, their heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues charges mortgage debt and interest, the said parties of the first part, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Napoleon Alzingre, his heirs, personal representatives or assigns, or Winson G. Gott, Esq., 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 heirs, personal representatives or assigns may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of twenty-five dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his heirs, personal representatives and assigns under this Mortgage whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, per-

sonal representatives and assigns do hereby covenant to pay, and the said Mortgagee, his heirs, personal representatives or assigns or Winson G. Gott, Esq., 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.

And the said parties of the first part, for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, his heirs, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-five hundred Dollars and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, his heirs, personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his heirs, personal representatives and assigns.

Witness the hands and seals of the said Mortgagors,

Test:

Thomas O. Gott

R. Malcolm Hunter (Seal)

Helen G. Hunter (Seal)

Mary Janet Hunter (Seal)

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this 18th day of October in the year nineteen hundred and seventeen, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Malcolm Hunter, Helen G. Hunter and Mary Janet Hunter, all single, the Mortgagors named in the foregoing Mortgage and acknowledged the foregoing Mortgage to be their act. At the same time also appeared Winson G. Gott, the Attorney or Agent named in the within mortgage, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; also that he is the Attorney or Agent of the within named Mortgagee and is authorized to make this affidavit.

Witness my hand and notarial seal,

(Notarial Seal)

Thomas O. Gott

Notary Public.

For value received I hereby assign the within mortgage and the debt thereby secured to E. J. W. Revell. Witness my hand and seal this 26th day of June, 1930.

Chas. F. Lee

Napoleon Alzingre (Seal)

Witness

Received for Record 11 day of July 1930, at 2 o'clock P. M. and same day recorded in Liber G. W. No. 140 Fol. 345 Land Records of Anne Arundel County.

Frank S. Revell, Clerk.

For value received I hereby assign the within mortgage, to Felix E. W. Boone for the purpose of foreclosure only.

Witness my hand and seal this 25 day of May, 1932.

Test: Gertrude Snyder

E. J. W. Revell (Seal)

Received for Record 27 day of May 1932, at 10 o'clock A. M. and same day recorded in Liber G. W. No. 140 Fol. 345 Land Records of Anne Arundel County.

Frank S. Revell, Clerk.

Statement of Mortgage Debt, --Filed June 17th., 1932

Principal due as of June 21st 1932	\$2,500.00
Interest due to July 11th 1930	1,209.00
Interest due as of January 11th 1931	111.27
Interest due as of July 11th 1931	111.27
Interest due as of January 11th 1932	111.27
Interest from January 12th 1932 to June 21st 1932	98.28
Collector of Taxes for Levy 1925, 26, 27 & 28	194.84
Collector of Taxes for 1926 and 1927	199.60
Collector of Taxes for 1929, 29 & 30	328.08
Collector of Taxes for 1931	65.13
	\$4,928.74

Less: amounts received on account

June 8th 1931----- \$100.00)

April 7th 1932----- 50.00)

June 2nd 1932----- 50.00

200.00

Amount due ----- \$4,728.74

State of Maryland, Baltimore City, To wit:-

I Hereby Certify that on this 16th day of June, 1932, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared E. John W. Revell, first assignee of the mortgage in the above entitled cause, and made oath in due fore of law that the aforegoing is a just statement 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)

Thelma B. Todd

Notary Public.

Bond --Filed and Approved 20th., June 1932

Know All Men By These Presents:

That we Felix E. W. Boone, Baltimore, Maryland, 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 Two thousand, five hundred and 00/100 (\$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 and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 16th day of June, in the year nineteen hundred and thirty-two.

Whereas, the above bounden Felix E. W. Boone, assignee by virtue of the power contained in a Mortgage from R. Malcolm Hunter, et al to Napoleon Alzingre bearing date the 18th day of October, nineteen hundred and seventeen, and recorded among the Land Records of Anne Arundel County, in Liber G. W. No. 140, Folio 343, and Felix E. W. Boone, 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 Felix E. W. Boone 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

Gertrude Snyder

(Corporate Seal)

Felix E. W. Boone (Seal)

New Amsterdam Casualty Company

By E. W. Brooks

Attest:

Vice-President

Robt. M. Golder

Assistant Secretary

Witness as to Surety:

G. L. Elliott

Bond -- Filed and Approved June 20th., 1932.

Know All Men By These Presents:

That we Felix E. W. Boone, Baltimore, Maryland, 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 Two thousand, five hundred and 00/100 (\$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 our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 17th day of June, in the year nineteen hundred and thirty-two.

Whereas, the above bounden Felix E. W. Boone, assignee by virtue of the power contained in a Mortgage from R. Malcolm Hunter, et al to Napoleon Alzingre bearing date the ____ day of _____ nineteen hundred and ____ and recorded among the Land Records of Anne Arundel County, in Liber No. __, Folio __, and Felix E. W. Boone, 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 Felix E. W. Boone 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

William T. Revell

(Corporate Seal)

Felix E. W. Boone (Seal)

New Amsterdam Casualty Company

By C. S. Weech

Attest:

Vice-President

Robt. M. Golder

Assistant Secretary

Witness as to Surety:

G. L. Elliott

Report of Sale -- Filed June 21", 1932.

To the Honorable, the Judge of said Court:

The Report of Sale of Felix E. W. Boone, Assignee of the Mortgage from R. Malcolm Hunter, Helen G. Hunter and Mary Janet Hunter to Napoleon Alzingre, dated October 18, 1917, and assigned by the said Napoleon Alzingre to E. J. W. Revell on the 26th day of June, 1930, and assigned by the said E. J. W. Revell to the said Felix E. W. Boone for the purpose of foreclosure on the 25th day of May, 1932, in the said cause mentioned, respectfully shows:

That under the power and authority granted in the said mortgage to make sale of the fee simple property therein described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given more than twenty days' notice of the time, place, manner and terms of the sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, said Felix E. W. Boone, Assignee, did pursuant of said notice, on Tuesday, the 21st day of June, 1932, at eleven o'clock A. M., attend at the Court House door at Annapolis, Md. and then and there sold at public auction all those two lots of ground located in the said Annapolis, Md. and more particularly described in said mortgage, together with the improvements thereon in fee simple, to E. John W. Revell, at and for the sum of Thirty-two Hundred Dollars (\$3200.00), of which a deposit of Five Hundred Dollars (\$500.00) was paid at the time of sale, balance upon ratification of said sale with all expenses to be adjusted to date of sale.

Felix E. W. Boone, Assignee.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that on this 21st day of June, 1932, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, aforesaid, personally appeared Felix E. W. Boone, Assignee of the mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal)

Margaret E. Frantum
Notary Public.

ORDER NISI

Ordered, this 21st day of June, 1932, That the sale of the property mentioned in these proceedings made and reported by Felix E. W. Boone, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 22nd 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 22nd day of July next.

The report states that the amount of sales to be \$3200.00.

Frank S. Revell, Clerk.

Certificate of Publication

Annapolis, Md., July 21, 1932.

We hereby certify, that the annexed Order Nisi-- Sale--Hunter--#6258 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 22nd day of July, 1932. The first insertion being made the 22nd day of June, 1932.

The Capital-Gazette Press, Inc.

By H. L. Strange.

Ordered By The Court, This 29th day of July, 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 3 August, 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 R. Malcolm Hunter, Helen G.

Hunter and Mary Janet Hunter, in ac. with Felix E. W. Boone, Assignee.

To Assignee for his commissions	\$126.00	\$
To Assignee for fee named in mortgage	<u>25.00</u>	151.00
To Assignee for Court Costs, viz:		
Solicitor's appearance fee	10.00	
Clerk of Court	11.25	
Auditor	<u>9.00</u>	30.25
To Assignee for Expenses, viz:		
Capital Gazette Press, advertising	21.00	
Capital Gazette Press, handbills	5.50	
Order Nisi on Report of Sale	5.00	
Order Nisi on Auditor's Account	5.00	
Auctioneer	12.50	
Insurance premiums	20.00	
Premium on bond	<u>20.00</u>	89.00
To Assignee for Taxes, viz:		
adjustment 1932 County and State	60.40	60.40
1931 City	55.45	55.45
To E. John W. Revell, Assignee, on account of mortgage debt and etc., as per statement filed	2,813.90	<u>2,813.90</u>
		<u>\$3,200.00</u>
Amount of mortgage debt and etc.,	\$4,728.74	
Allowed on account of said claim	<u>2,813.90</u>	
Personam		
This balance subject to Decree in/	\$1,914.84	

Cr. June 21, 1932 Proceeds of Sale \$3,200.00

ORDER NISI

Ordered, This 3rd day of August, 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 5th 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 5 day of Sept. next.

Frank S. Revell, Clerk.

Certificate of Publication Annapolis, Md., 8/23/32

We hereby certify, that the annexed Order Wisi--Aud. Acct.- Hunter 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 September, 1932. The first insertion being made the 4th day of August, 1932.

The Capital-Gazette Press, Inc.

By Jennie Mae Francis

Ordered By the Court, this day of , 19 , that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Exceptions to Ratification of Auditor's Account -- Filed 12 August, 1932.

E. John W. Revell and Felix E. W. Boone, Assignee in the above entitled cause, both and each of them, except to the ratification of the auditor's account filed in said cause, and allege the following reasons therefore:

First They especially except to the allowance of Twenty Dollars for premium of fire insurance, which said premium is not a lien on the proceeds of the sale made in said cause and now in the hands of Felix E. W. Boone, Assignee.

Second That the contract for placing said insurance was made by R. Malcolm Hunter, Janet Hunter and Helen Hunter, mortgagors, and not by the said assignee or either of said assignees or mortgagees and is therefore a personal debt against the said R. Malcolm Hunter, Janet Hunter and Helen Hunter, and is not a lien against the proceeds of said sale or against said assignees or either of them.

Third That neither of the said Assignees has assumed liability for the payment of said premium and never agreed to pay the same or any part thereof.

Fourth That the auditor's account shows a large shortage or balance due on account of the mortgage indebtedness and said premium of insurance therefore could not be a lien against the said funds, which said funds must be applied to the mortgagees or assignees claims filed herein, and neither the said mortgagors or claimant of Twenty dollars for premium of insurance has any interest in the balance of the proceeds of said sale, or claim thereto or any part thereof.

Fifth That the mortgagee's claim filed herein by the said E. John W. Revell, Assignee, is a first lien against the balance of proceeds of said sale shown in the auditor's account filed in these proceedings and is a prior claim to that for the said premium of insurance, and the said sum of Twenty Dollars should not be allowed.

And for other reasons to be shown at the hearing.

As in duty bound, etc.

W. T. Revell)
) Agts. for exceptants
E. J. W. Revell)

E. J. W. Revell Assignee of mtge
Felix E. W. Boone Assignee

In the Matter of	:	No. 6276 Equity
Edward G. Muth,	:	In the Circuit Court for
Lunatic	:	Anne Arundel County
	:	

Petition for Writ de Lunatico Inquirendo and order of Court and one Exhibit.

Filed June 20th 1932

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

The petition of Adelia B. Muth, a resident of the State of Maryland, respectfully represents.

1. That your petitioner is the wife of Edward G. Muth now a patient at Saint Elizabeths Hospital, Washington, D. C. where he has been for the past ____ years, under treatment of Doctors of Medicine for mental disease.

11. That the said Edward G. Muth, is of unsound mind and a lunatic, without lucid intervals, and is not capable of the government of himself or the management of his estate, and needs the constant care and attention of experienced persons, and she files herewith certificate of two Doctors of Medicine, marked Exhibit No. 1.

111. That the said Edward G. Muth is without means or property, except his retired pay as an Ensign in the United States Navy, and his inchoate right in a small property owned by your petitioner, and it is necessary, that a Committee of his person and Trustee of his estate be legally authorized to take charge of his person and manage his estate.

Your petitioner therefore prays your Honors to pass an order directing that a Commission may be issued to the Sheriff of Anne Arundel County to inquire unto the lunacy of the said Edward G. Muth, and that due notice of the hearing of said Commission be given him and that he be present at said hearing.

And as in duty etc.,

Adelia B. Muth

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this twentieth 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 Anne Arundel County aforesaid, personally appeared Adelia B. Muth and she made oath in due form of law that the matters and facts stated in the foregoing petition are true to be best of her knowledge and belief.

Witness my hand and seal Notarial,

(Notarial Seal)

Myrtle Sturm
Notary Public.

Ordered this 20th day of June in the year 1932, by the Circuit Court for Anne Arundel County, sitting in Equity upon the foregoing petition, that the Writ de Lunatico Inquerendo issue as prayed, and that summons be issued to the said Edward G. Muth to appear on the day of the hearing of said commission and that he be present at said hearing.

Robert Moss, A. J.

Affidavit of Physicians Exhibit No. 1 with Petition --Filed June 20th 1932

United States Department of the Interior, Saint Elizabeths Hospital, Washington, D. C.

In re Edward G. Muth, U. S. V. B.

June 14, 1932.

District of Columbia, SS.

We, the undersigned, members of the medical staff of the Saint Elizabeths Hospital, do

solemnly swear that we are acquainted with Edward G. Muth, who has been under treatment here since December 16, 1927, and that, in our opinion, said Edward G. Muth is of unsound mind and incapable of caring for himself or his property.

Samuel A. Silk

Roger S. Cohen

Subscribed and sworn to before me this 14th day of June, 1932, A. D.

(Notarial Seal) Arnold W Barbour

Notary Public.

Writ De Lunatico Inquirendo. --Filed June 24" 1932

Maryland, Sct.

The State of Maryland,

To R. Glenn Prout Sheriff of Anne Arundel County, Greeting:

Because we have received information that Edward G. Muth of said county, now is and for some time past has been so far deprived of his reason and understanding that he is unfit and unable to govern himself, or manage his affairs to his own great detriment and our manifest prejudice, and we being willing to take care for the indemnity of the said Edward G. Muth in this behalf Command You, that you diligently inquire by the Oaths of twelve honest and lawful men of your Bailiwick, by whom the truth of the matter may be better known, whether the said Edward G. Muth be so far deprived of his understanding that he is altogether unfit and unable to govern himself or to manage his affairs as before stated or not, and if he be, then from what time and how long, and in what manner; and if he enjoys lucid intervals; and when the said Edward G. Muth being in such condition aliened any lands or tenements? and if so, then what lands and what tenements and where and when? and to whom or what persons, and in whose hands or what persons' hands the lands and tenements so aliened are? and how and in what manner; and what lands and what tenements yet remain and of whom; or what persons, as well as the lands and tenements so aliened, as the lands and tenements so retained to himself are holden; and by what persons and how; and in what manner, and how much they are worth by the year in all issues, and who is next of kin and of what age?

And the Inquisition hereof distinctly and plainly made send to the Judges of the Circuit Court for Anne Arundel County, under your hands and seals, and the hands and seals of those by whom the said inquisition is made and taken.

Witness the Honorable Francis Neal Parke Chief Judge of the Circuit Court for Anne Arundel County, the 2nd day of May A. D. 1932.

Issued the 20th day of June A. D. 1932.

(Corporate)

Frank S. Revell,

(Seal)

Clerk.

Within Writ executed this 24th day of June 1932.

R. Glenn Prout, Sheriff.

Inquisition --Filed June 24" 1932.

This Inquisition, taken this 24th day of _____ in the year 1932, at the Court House in the City of Annapolis, Maryland, before R. Glenn Prout, Sheriff of Anne Arundel County, in virtue of the annexed writ De Lunatico Inquirendo, to him directed, ~~to him directed~~, issued out of the Circuit Court for Anne Arundel County, upon the oaths of W. Thomas Williams, Alton Bell, James S. Kolb, Pembroke W. Hawkins, Paul E. Stinchcomb, Harry W. Elliott, Robert L. Sears,

Kenton W. Strange, William J. Flood, George E. Frank, Harry L. Eck, Samuel F. Rawlings good and lawful men of the County aforesaid, who, being sworn and charged upon their oaths to inquire into the question of the lunacy vel non. of Edward G. Muth, Witnesseth:

That the said Jurors aforesaid do find that the said Edward G. Muth, in the writ named, is of unsound mind and a lunatic without lucid intervals, so that he is not capable of governing himself or of managing his estate, and that he has been in such a state of mind for more than $4\frac{1}{2}$ years past, but how he became so, the jurors aforesaid cannot say, unless by the visitation of God.

And the Jurors aforesaid do also find that the said Edward G. Muth is seized of no real estate, but receives retired pay as an ensign in the United State Navy of Ninety three dollars a month and has no other property of any description;

And that his next of kin, are, Adelia B. Muth, wife, Edward Byrd Muth, 6 yrs of age & Robert Walker Muth $4\frac{1}{2}$ yrs of age, both sons

In Witness whereof, as well as the jurors aforesaid, the said R. Glenn Prout, Sheriff, have hereunto subscribed their names and affixed their seals the day and year first herein mentioned.

R. Glenn Prout (Seal)
Sheriff of Anne Arundel Co.

W. Thomas Williams (Seal)
Alton Bell (Seal)
James S. Kolbe (Seal)
Pembroke W. Hawkins (Seal)
Paul E. Stinchcomb (Seal)
Harry W. Elliott (Seal)
Robert L. Sears (Seal)
Kenton W. Strange (Seal)
W. J. Flood (Seal)
George E. Frank (Seal)
Harry L. Eck (Seal)
Samuel F. Rawlings (Seal)

Order Confirming Return -- Filed July 6th 1932.

The return of the inquisition taken by the sheriff of Anne Arundel County, in the above case having been submitted for confirmation and said return and the other proceedings having been read and considered.

It is thereupon this 25th day of June, 1931, by the Circuit Court for Anne Arundel County, in Equity, adjudged, and ordered that the said Inquisition be and it is hereby confirmed.

And it is further ordered that Adelia B. Muth be and she is hereby appointed committee of the person and estate of the said Edward G. Muth with full power and authority to take charge of and manage the property, and to assume the control of the person of the said Edward G. Muth, under the direction of this Court but before the said Adelia B. Muth, shall proceed to act as such committee, shall give bond to the State of Maryland, with the security to be approved by this Court, or the Clerk thereof, in the penalty of One Thousand dollars, for the faithful discharge of her duties as such committee.

Robert Moss, A. J.

Bond --Filed and Approved July 6th., 1932.

Know All Men By These Presents, that We, Adelia P. Muth and W. Thomas Williams, Margaret

A. Williams, Thomas B. Williams, Edwin E. Rater both of Anne Arundel County, in the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of One thousand dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents, sealed with our seals and dated this sixth day of July, in the year Nineteen hundred and thirty-two.

Whereas, the above bounded Adelia P. Muth by virtue of an order of the Circuit Court for Anne Arundel County has been appointed Committee of the person and Trustee of the Estate of Edward G. Muth, In the Matter of Edward G. Muth, Lunatic, now pending in said Court.

Now therefore the condition of the above obligation is such, that is the above bounded Adelia P. Muth does and shall well and faithfully perform the trust reposed in her by said order, or that may be reposed in her by any future order in the premises, then the obligation to be void, otherwise to remain in full force and virtue in law.

Signed, Sealed and Delivered	W. Thomas Williams (Seal)
in the presence of as to	Margaret A. Williams (Seal)
John R. Parrish	Thomas B. Williams (Seal)
As to Adelia P. Muth	Edwin E. Rater (Seal)
Nicholas H. Green	Adelia P. Muth (Seal)

Petition and Order of Court to convey property --Filed July 14" 1932. Order July 14th 1932
To the Honorable, the Judges of said Court:

The petition of Adelia B. Muth Committee of the person and estate of Edward G. Muth respectfully shows:

i. That she was appointed Committee of the person and estate of said Edward G. Muth, by an Order of this Honorable Court passed in this cause on the 25th day of June, 1932, and has duly bonded as such Committee.

ii. That on the 27th day of April 1932, a certain Edwin Edward Rater by deed recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 95 folio 412, conveyed to Adelia P. Muth his step-daughter the lot of ground therein described, being a lot of ground located on the North West side of Chesapeake Avenue in the Village of Eastport, in the Second Election District of said Anne Arundel County, with a frontage of fifty feet and a depth of one hundred and fifty feet.

iii. This conveyance was made without any money consideration and for the purpose of enabling the said Adelia B. Muth to have constructed a dwelling house, through a building Association as a home for herself and her two children.

iv. It is now impossible for your petitioner in her own right to put into execution said plan, by the financing through a building association, of a sufficient loan for the construction of the home as contemplated.

v. That said Edwin Edward Rater has expressed his willingness to finance the building of said home, and to reside with your petitioner and her two children as long as agreeable, if and when your petitioner would re-convey said lot of ground to him, and your petitioner is willing and anxious to carry out this plan, with the sanction and approval of this Court, allowing her to join in said deed as Committee of the person and estate of Edward G. Muth her husband, so

as to convey to said Edwin Edward Rater a good title to said lot.

Wherefore your petitioner prays the Court to authorize her as Committee of the person and estate of Edward G. Muth to join in a deed from herself individually, thereby conveying to said Edwin Edward Rater, her interest and the inchoate right of her husband the said Edward G. Muth.

And as in duty etc.,

Adelia B. Muth

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this twelfth day of July in the year Nineteen hundred and thirty-two before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Adelia B. Muth and she made oath in due form of law that the matters and facts stated in the foregoing petition are true as therein set forth.

Witness my hand and seal Notarial,

(Notarial Seal)

Myrtle Sturm

Notary Public.

ORDER

Ordered this 14th day of July, 1932, by the Circuit Court for Anne Arundel County, sitting in Equity, that Adelia B. Muth be and she is hereby authorized and empowered to united with herself individually, as Committee of the person and estate of Edward G. Muth, in the deed to Edwin Edward Rater, conveying to him the fee simple title in and fo the lot of ground located on Chesapeake Avenue in the Village of Eastport, as described in the foregoing petition.

Robert Moss, A. J.

John G. Vogeler, Attorney named in	:	No. 7800 Equity
mortgage	:	In The Circuit Court for
	VS	
Whitneys Landing Corporation	:	Anne Arundel County

Petition For Foreclosure --Filed April 18th., 1939.

Mr. Clerk:

Please docket suit in the above case for the foreclosure of the mortgage from the defendant, Whitneys Landing Corporation, to John P. Paca, Jr., dated September 14, 1934 and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 132 folio 51, which mortgage is now in default, and is filed herewith marked "Plaintiff's Exhibit No. 1."

John G. Vogeler
Attorney named in mortgage.

Plaintiff's Exhibit No. 1 -- Filed April 18th., 1939.

This Mortgage, Made this 14th. day of September in the year nineteen hundred and thirty-four by and between The Whitney's Landing Corporation, a body corporate, duly incorporated under the Laws of the State of Maryland Mortgagor of the first part, and John P. Paca Jr. of the City of Baltimore, in the State of Maryland Mortgagee, of the second part.

Whereas the said mortgagor stands bona fide indebted unto the said mortgagee in the full and just sum of one thousand dollars (\$1,000.), being cash money this day loaned and advanced by the latter to the former, for the payment of which principal sum of money, together with interest to accrue thereon at the rate of six per centum per annum, the mortgagor has made and passed unto the said mortgagee its eight negotiable promissory notes, as follows;- One Principal note for \$350. payable July 1, 1935; one principal note for \$350. payable July 1, 1936; one principal note for \$300. payable January 1, 1937; one interest note for \$17.50 payable January 1, 1935; one interest note for \$30. payable July 1, 1935; one interest note for \$19.50 payable January 1, 1936; one interest note for \$19.50 payable July 1, 1936 and one interest note for \$9. payable January 1, 1937.

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

Now This Mortgage Witnesseth, that in consideration of the premises and the sum of One Dollar, the said Mortgagor doth 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 the Third Election District of Anne Arundel County, in the State of Maryland, and described as follows:

Beginning,- for the same at a locust stake set on the shore line of the Severn River, (said point of beginning being south twenty degrees four minutes west two hundred six and seven-tenths feet from the intersection of the southwest corner of Lot No. One (1), Block "A", as shown on a Plat of Whitney's Landing, recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 1, Section 3, Folio 199, with the east side of a ten-foot path); thence with the east side of a ten-foot path, north twenty degrees four minutes east two hundred six and seven-tenths feet to the corner of Lot No. One (1), Block "A", on the aforesaid Plat; thence with the south side of said Lot No. One (1) and Lot No. Two (2), Block "A" on the aforesaid Plat, south sixty-nine degrees fifty-six minutes east one hundred twenty-eight and twenty-five one-hundredths feet to the brink of a ravine; thence with the northwest edge of said ravine and the east side of Lot No. Two (2), Block "A" on the aforesaid Plat, north thirty-two degrees five minutes east

twenty-two and six-tenths feet; north fourteen degrees thirty minutes east sixty and nine-tenths feet; and north eleven degrees eighteen minutes east ninety and fifteen one-hundredths feet to the northeast corner of Lot No. Two (2), Block "A" on the aforesaid Plat; thence leaving said lot and crossing said ravine and the County Road, south sixty-nine degrees thirty-one minutes east forty-four and thirteen one-hundredths feet to a pipe on the west side of ravine, a corner of Lots Nos. Five (5) and Six (6), Block "B" on the aforesaid Plat; thence with the top of said ravine and the westernmost sides of Lots Nos. Five (5), Four (4), Three (3), Two (2) and One (1), Block "B" on the aforesaid Plat, south six degrees nine minutes west fifty-two and seven-tenths feet; south no degrees eleven minutes east fifty-two and one-tenth feet; south nine degrees thirty-eight minutes west fifty-two and one-tenth feet; south twelve degrees twenty-two minutes west fifty and thirty-five one-hundredths feet; south thirty degrees nineteen minutes east twenty-eight and nine-tenths feet; and south eighteen degrees thirty minutes east twenty-nine and six-tenths feet to the southwest corner of Lot No. One (1), Block "B", on the aforesaid Plat; thence with the southernmost and easternmost sides of Lot No. One (1), Block "B" and Ravine Road, north eighty-nine degrees forty minutes east twenty-eight and nine-tenths feet; north sixty-two degrees thirty minutes east twenty and six-tenths feet; north thirty-four degrees fourteen minutes east forty-three and eight-tenths feet; north twenty-eight degrees twenty-seven minutes east forty-eight and eight-tenths feet; north twenty-five degrees eighteen minutes east fifty-one and eight-tenths feet; north thirty-five degrees forty-eight minutes east fifty-two feet; and north forty-three degrees thirty-six minutes east forty-two and twenty-five one-hundredths feet to the intersection of said east side of Ravine Road with the south side of Honeysuckle Road; thence with Honeysuckle Road south thirty-one degrees twenty-eight minutes east twenty-six and eighty-five one-hundredths feet to intersect the lot line of Lot No. Fourteen (14), Block "B" on the aforesaid Plat; thence with the westernmost and southernmost lines of said Lot No. Fourteen (14), Block "B", and following the top of a ravine, the following: south twenty-three degrees forty-six minutes west twenty-two feet; south thirty-eight degrees forty-six minutes west fifty-eight and two-tenths feet; south twenty-five degrees forty-seven minutes west one hundred three and twenty-six one-hundredths feet; south forty-four degrees forty-nine minutes west one hundred seven and six-tenths feet; south thirty-two degrees thirty-five minutes east ten and sixty-five one-hundredths feet; north seventy-four degrees fifty-seven minutes east sixty-three and nine-tenths feet; and south eighty-two degrees forty-three minutes east thirty-one and seven-tenths feet to the southwest corner of Lot No. Fifteen (15), Block "B" on the aforesaid Plat; thence with the south side of said Lot No. Fifteen (15), Block "B", south sixty-nine degrees fifty-six minutes east fifty-eight feet to the west side of a ten-foot path; thence with said side of said path south twenty degrees four minutes west ninety-six feet more or less to the shore line of the Severn River; thence with said shore line, north seventy-two degrees six minutes west one hundred three and twenty-five one-hundredths feet; south seventy-eight degrees sixteen minutes west twenty-nine and fifteen one-hundredths feet; south forty-six degrees eight minutes west one hundred eight and five-tenths feet; north seventy degrees thirty minutes west seventy-two and one-tenth feet; north fifty-one degrees twenty minutes west ninety-three and fifteen one-hundredths feet; and north twenty-eight degrees forty-one minutes west one hundred twenty-five and one-tenth feet to the beginning; as surveyed by Edward Hall, Jr., County Surveyor, in January 1932, and as per plat recorded with this Mortgage and made a part hereof.

SAVING AND EXCEPTING,- so much thereof, however, as lies in the bed of the County Road called Severn Road as shown on the Plat of Whitney's Landing, recorded as aforesaid in Liber G. W. No. 1, Section 3, Folio 199, and also as shown on the plat of said property recorded with a mortgage from the said Whitney's Landing Corporation to the said John P. Paca Jr. dated October 20, 1932 and recorded in Liber F. S. R. No. 105 folio 431.

Being,- part of the property described in a Deed dated October 1, 1930, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 77, Folio 74, etc., from Charles F. Lee, Attorney, to the said Mortgagor herein.

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, in fee simple; subject to right in mortgagor herein to grant to purchasers of remaining lots as shown on Plat of Whitney's Landing the right to use in common, "Community Beach" as shown on Plat, for exclusive purposes of bathing, swimming, fishing and right to moor one boat

Provided, that if the said Mortgagor its successors or assigns, shall well and truly pay or cause to be paid the aforesaid sum of one 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 Mortgagor shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagor for itself, its successors and assigns, doth hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue 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 John G. Vogeler 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 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 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 Mortgagor its successors or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for itself, its successors and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement 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 Mortgagor for itself, its successors and assigns, doth hereby covenant to pay, and the said Mortgagee his personal representatives or assigns, or John G. Vogeler 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.

And the said Mortgagor for itself, its successors and assigns, doth further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least one thousand Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee his personal representatives and assigns.

Witness the signature of the President of said body corporate, and its corporate seal hereto attached.

Test:

S. E. Hall,

Secretary

(Corporate)

(Seal)

Whitney's Landing Corporation (seal)

by Louis Roth,

President.

(Seal)

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify, that on this 14th. day of September in the year nineteen hundred and thirty-four before me, a Notary Public of the State of Maryland, in and for the Baltimore City aforesaid, personally appeared Louis Roth, President of the Whitney's Landing Corporation the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be the act of said body corporate, At the same time also appeared John P. Paca Jr. 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 notarial seal.

(Notarial Seal)

Sadie D. T. Deaver

Notary Public.

Bond -- Filed and Approved 18th. April, 1939.

Know All Men By These Presents, That we John G. Vogeler of the Title Building Baltimore Maryland, as Principal, and The Fidelity and Casualty Company of New York, a body corporate 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 One Thousand and 00/100 Dollars (\$1,000.00) to be paid to the State

or its certain Attorney, to which payment well and truly to be made and done, we bind our - selves 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 17th day of April, in the year of our Lord nineteen hundred and thirty-nine.

Whereas, the above bounden John G. Vogeler by virtue of the power contained in a mortgage from Whitney's Landing Corporation to John P. Paca Jr. bearing date the 14th day of September 1934 and recorded among the Land Records of Anne Arundel County in W. M. B. Liber 132 Folio 51 and John G. Vogeler is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Conditions of the Above Obligation is Such that if the above bounden John G. Vogeler do and shall well and truly and faithfully perform the trust reposed in him under said 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.

Witness:

Mae L. Moberly
Esther M. Waidner

(Corporate)
(Seal)

John G. Vogeler (Seal)
The Fidelity and Casualty Company
of New York
By Frank C. Horigan .
Attorney-in-Fact

Statement of Mortgage Claim -- Filed Nov. 10th., 1939.

Statement of mortgage claim of John P. Paca, Jr. under mortgage from Whitneys Landing Corporation to said John P. Paca, Jr. dated September 14, 1934, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 132 folio 51.

Amount of mortgage		\$1000.
Paid on account		<u>650.</u>
Balance due under principal note attached hereto		\$ 350.
Interest from 1/1/39, probable date of ratification of Auditors Account		<u>19.25</u> \$ 369.25
To amount advanced for 1938 taxes	\$41.46	
To amount advanced for 1939 taxes	<u>42.17</u>	<u>83.63</u>
Balance due on mortgage		\$ 452.88

John P. Paca, Jr.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 8th day of November, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John P. Paca, Jr. and made oath that the foregoing is a true and just statement of the mortgage claim under the mortgage filed in this cause and now remaining due and unpaid.

Witness my hand and Notarial Seal.

(Notarial Seal)

Sadie D. T. Deaver,
Notary Public.

Principal Note

\$350.

Baltimore, Sep 14 1934

Secured by Mortgage of even date herewith.

On July 1, 1935 it promises to pay to the order of John P. Paca Jr.

Three hundred and fifty Dollars,

Value received.

Whitneys Landing Corporation

Test:- Elizabeth Hall

by Louis Roth, President.

Additional Bond --Filed and Approved May 19th., 1939.

Know All Men By These Presents, That we John G. Vogeler of the Title Building, Baltimore, Maryland, as Principal, and The Fidelity and Casualty Company of New York, a body corporate 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 (\$2,000.00) to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 17th day of May, in the year of our Lord nineteen hundred and thirty-nine.

Whereas, the above bounden John G. Vogeler by wirtue of the power contained in mortgage from Whitney's Landing Corporation to John P. Paca, Jr. bearing date the 14th day of September 1934 and recorded among the Land Records of Anne Arundel County in W. M. B. Liber 132 Folio 51 and John G. Vogeler 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 G. Vogeler do and shall well and truly and faithfully perform the trust reposed in him under said 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.

Witness: (Corporate) John G. Vogeler (Seal)
Mae L. Moberly (Seal) The Fidelity and Casualty Company
Esther M. Waidner of New York
By Frank C. Horigan-Attorney-in-Fact.

Report of Sale --Filed May 16" 1939.

To The Honorable Judge of Said Court:

The report of sale of John G. Vogeler, Attorney named in mortgage from Whitneys Landing Corporation to John P. Paca, Jr., dated September 14, 1934, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 132 folio 51, and heretofore filed in this cause respectfully shows:

That after giving bond with security for the faithful performance of his trust and after having complying with all the other prerequisites as required by law, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House door, Annapolis, Maryland, on the 12th day of May, in the year nineteen hundred and thirty-nine at one o'clock p. m. and by virtue of the power of sale contained in said mortgage, then and there proceeded

to sell said property in the manner following, that is to say:

Said Attorney offered at public sale to the highest bidder all the real estate described in said mortgage and in the advertisement of sale, a copy of which advertisement is attached hereto as part hereof.

And he then and there sold said property to Bernard Livingston for the sum of Three thousand (\$3000.) dollars, he being the highest bidder therefor, terms of said sale being all cash upon ratification of sale.

Respectfully submitted.

John G. Vogeler

Attorney named in mortgage

State of Maryland, City of Baltimore: to wit:

I Hereby Certify, That on this 15th 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 the City of Baltimore aforesaid, personally appeared John G. Vogeler, Attorney named in the above report of sale and made oath in due form of law that the matters and facts 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.

(Notarial Seal.)

John P. Paca Jr.

Notary Public.

ADVERTISEMENT OF SALE

Attorney's Mortgage Foreclosure Sale of Fee Simple Property
Called Community Beach, Whitney's Landing, Improved by Frame Building formerly used as Club House; also adjacent water front land fronting on Severn River.

By virtue of the power of sale contained in a mortgage from Whitney's Landing Corporation to John P. Paca, Jr., dated September 14, 1934, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 132 folio 51, default having occurred in said mortgage, the undersigned attorney named in said mortgage will offer for sale by public auction at the Court House door, Annapolis, Maryland, on Friday, May 12, 1939, at one o'clock P. M. all the real estate situate in the Third Election District described in said mortgage as follows:

Beginning for the same at a locust stake set on the shore line of the Severn River (said point of beginning being south twenty degrees four minutes west two hundred six and seven-tenths feet from the intersection of the southwest corner of Lot No. One (1), Block "A", as shown on a Plat of Whitney's Landing, recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 1, Section 3, Folio 199, with the east side of a ten foot path); thence with the east side of a ten foot path, north twenty degrees four minutes east two hundred six and seven-tenths feet to the corner of Lot No. One (1), Block "A", on the aforesaid Plat; thence with the south side of said Lot No. One (1) and Lot No. Two (2), Block "A" on the aforesaid Plat, south sixty-nine degrees fifty-six minutes east one hundred twenty-eight and twenty-five one-hundredths feet to the brink of a ravine; thence with the northwest edge of said ravine and the east side of Lot No. Two (2), Block "A" on the aforesaid Plat, north thirty-two degrees five minutes east twentytwo and six-tenths feet; north fourteen degrees thirty minutes east sixty and nine-tenths feet; and north eleven degrees eighteen minutes east ninety and fifteen one-hundredths feet to the northeast corner of Lot No. Two (2), Block "A" on the aforesaid Plat;

thence leaving said lot and crossing said ravine and the County Road, south sixty-nine degrees thirty-one minutes east forty-four and thirteen one-hundredths feet to a pipe on the west side of ravine, a corner of Lots Nos. Five (5) and Six (6), Block "B" on the aforesaid Plat; thence with the top of said ravine and the westernmost sides of Lots Nos. Five (5), Four (4), Three (3), Two (2) and One (1), Block "B" on the aforesaid Plat, south six degrees nine minutes west fifty-two and seven-tenths feet; south no degrees eleven minutes east fifty-two and one-tenth feet; south nine degrees thirty-eight minutes west fifty-two and one-tenth feet; south twelve degrees twenty-two minutes west fifty and thirty-five one-hundredths feet; south thirty degrees nineteen minutes east twenty-eight and nine-tenths feet; and south eighteen degrees thirty minutes east twenty-nine and six-tenths feet to the southwest corner of Lot No. One (1), Block "B", on the aforesaid Plat; thence with the southernmost and easternmost sides of Lot No. One (1), Block "B" and Ravine Rd., north eighty-nine degrees forty minutes east twenty-eight and nine-tenths feet; north sixty-two degrees thirty minutes east twenty and six-tenths feet; north thirty-four degrees fourteen minutes east 43 and eight-tenths feet; north, twenty-eight degrees twenty-seven minutes east forty-eight and eight-tenths feet; north eighteen minutes east fifty-one and eight-tenths feet; north and thirty-five degrees north twenty-five degrees/forty-eight minutes east fifty-two feet; and north forty-three degrees thirty-six minutes east forty-two and twenty-five one-hundredths feet to the intersection of said east side of Ravine Road with the south side of Honeysuckle Road; thence with Honeysuckle Road south thirty-one degrees twenty-eight minutes east twenty-six and eighty-five one hundredths feet to intersect the lot line of Lot No. Fourteen (14), Block "B" on the aforesaid Plat; thence with the westernmost and southernmost lines of said Lot No. Fourteen (14) Block "B", and following the top of a ravine the following: south twenty-three degrees forty-six minutes west twenty-two feet; south thirty-eight degrees forty-six minutes west fifty-eight and two-tenths feet; south twenty-five degrees forty-seven minutes west one hundred three and twenty-six one-hundredths feet; south forty-four degrees forty-nine minutes west one hundred seven and six-tenths feet; south thirty-two degrees thirty-five minutes east ten and sixty-five one-hundredths feet; north seventy-four degrees fifty-seven minutes east sixty-three and nine-tenths feet; and south eighty-two degrees forty-three minutes east thirty-one and seven-tenths feet to the southwest corner of Lot No. Fifteen (15), Block "B" on the aforesaid Plat; thence with the south side of said Lot No. Fifteen (15), Block "B", south sixty-nine degrees fifty-six minutes east-fifty-six-minutes east fifty-eight feet to the west side of a ten-foot path; thence with said side of said path south twenty degrees four minutes west ninety-six feet more or less to the shore line of the Severn River; thence with said shore line, north seventy-two degrees six minutes west one hundred three and twenty-five one-hundredths feet; south seventy-eight degrees sixteen minutes west twenty-nine and fifteen one-hundredths feet; south forty-six degrees eight minutes west one hundred eight and five-tenths feet; north seventy-degrees thirty minutes west seventy-two and one-tenth feet; north fifty-one degrees twenty minutes west ninety-three and fifteen one-hundredths feet; and north twenty-eight degrees forty-one minutes west one hundred twenty-five and one-tenth feet to the beginning; as surveyed by Edward Hall, Jr., County Surveyor, in January, 1932.

Saving and excepting, so much thereof, however as lies in the bed of the County Road called Severn Road as shown on the Plat of Whitney's Landing, recorded as aforesaid in Liber G. W. No. 1, Section 3, Folio 199, and also as shown on the plat of said property recorded with a mortgage from the said Whitney's Landing Corporation to the said John P. Paca, Jr.,

dated October 20, 1932, and recorded in Liber F. S. R. No. 105 folio 431.

The above description includes land called "Community Beach," Whitney's Landing, improved by a two story frame building formerly used as a club house, said beach being subject to use in common by others, as set out in various deeds to lot owners in Whitney's Landing. Said description also includes adjacent water front land fronting about one hundred thirty-two feet on the Severn River; also Ravine land.

Terms of Sale: Cash upon ratification of sale; a deposit of \$500 will be required from the purchaser at the time and place of sale, the balance of purchase money to bear interest from date of sale. Taxes and other public liens to be adjusted to day of sale.

John G. Vogeler

Attorney Named in Mortgage

William H. Moss & Co., Auctioneers

ORDER NISI

Ordered, this 16th day of May, 1939, That the sale of the property mentioned in these proceedings made and reported by John G. Vogeler, Attorney, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 17th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of June next.

The report states that the amount of sales to be \$3000.

John H. Hopkins, 3rd.,
Clerk.

Certificate of Publication

Annapolis, Md., June 13, 1939

We hereby certify, that the annexed Order Nisi--John T. Vogeler, Atty. Vs. Whitney's Landing Corporation -Equity No. 7800 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 June, 1939. The first insertion being made the 18th 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 Nov. 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. John G. Vogeler, Attorney, etc Vs. Whitney's Landing Corporation in ac. with John G. Vogeler, Attorney.

To Attorney for fee	\$50.00	
To Attorney for commissions	<u>122.09</u>	\$172.09

Amount brought forward		\$172.09
To Attorney for Court Costs, viz:		
Plaintiff's Solicitor's appearance fee	\$10.00	
Clerk of Court - Court costs	15.45	
Auditor	<u>9.00</u>	34.45
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	71.25	
Capital-Gazette Press - handbills	7.50	
Capital-Gazette Press - report of sale	5.00	
Capital-Gazette Press - auditor's acct.	5.00	
Wm. H. Moss & Co. - auctioneer	15.00	
Fidelity & Casualty Co. - bond premium	15.00	
One-half Federal Revenue stamps	1.50	
One-half State revenue stamps	1.50	
Notary fees	<u>.50</u>	132.25
To Attorney for Taxes, viz:		
1938 State and County taxes	41.46	
1939 State and County taxes (\$42.17-adj)	<u>14.79</u>	56.25
To John P. Paca, Jr., mortgagee - in		
full for mortgage claim		369.25
To Whitney's Landing Corporation,		
mortgagor - this balance		<u>2305.53</u>
		<u>\$3069.82</u>
Cr. May 12, 1939 Proceeds of Sale		
		\$3,000.00
Interest on deferred payment from 5/12/39 to 11/1/39		<u>69.82</u>
		<u>\$3,069.82</u>

ORDER NISI

Ordered, This 20th., day of November, 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 21 st., 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 21st., day of December next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Dec. 19, 1939

We hereby certify, that the annexed Order Nisi- Aud. Acct.- Vogeler vs. Whitney's Landing Corporation -Equity # 7800 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 December, 1939. The first insertion being made the 23rd day of November, 1939

The Capital-Gazette Press, Inc.

By Alfaretta Friend

Ordered By The Court, this 27 day of December, 1939, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received. Ridgely P. Melvin, Judge

Release -- Filed Dec., 22" 1939.

Know All Men by these Presents:

That in consideration of the payment by John G. Vogeler, Attorney under the Decree of the Circuit Court of Anne Arundel County, passed in a cause in said Court depending, wherein John G. Vogeler, Attorney was Complainants and Whitney's Landing Corporation was Defendant, to the undersigned Whitneys Landing Corporation of the full sum of Twenty-three hundred and five Dollars and fifty-three Cents, audited and allowed to it in said cause, the receipt whereof is hereby acknowledged, the said Whitneys Landing Corporation doth hereby RELEASE, ACQUIT, EXONERATE AND DISCHARGE the said John G. Vogeler, Attorney his heirs, executors and administrators, from all and every action, suit, claim or demand which could or might be brought, exhibited or prosecuted against him, them or any/or on account of the said sum of money paid as aforesaid, or the payment thereof, thereby declaring itself fully satisfied, contended, and paid as above specified.

Witness the signature of the President of said body corporate and its corporate seal hereto attached, this 18th day of December, 1939.

Signed, sealed and delivered
in the presence of
John P. Paca, Jr.

(Corporate)
(Seal)

Whitneys Landing Corporation
By Louis Roth (Seal)

State of Maryland, City of Baltimore, To Wit:

Be It Remembered, and it is hereby certified, that on this 18th. day of December, in the year nineteen hundred and thirty-nine, before the subscriber a Notary Public of said State, in and for said City personally appeared Louis Roth, President of Whitneys Landing Corporation, party to the above Release or Instrument of Writing, and acknowledged the same to be the act and deed of said body corporate.

Witness my hand and Notarial Seal.

(Notarial Seal)

John P. Paca, Jr. ,
Notary Public.

Louis M. Strauss, Assignee	:	No. 7868 Equity
vs.	:	In the Circuit Court for
John H. C. Viel Mary Viel, his wife	:	Anne Arundel County

Petition to docket foreclosure Proceedings --Filed 8 August, 1939

Mr. Clerk:

Please docket these foreclosure proceedings as above entitled, and file within original Mtge., Exhibit "A" assignment thereof to Louis M. Strauss, and Exhibit "B" with Statement of Mortgage claim therein, and note the above assignment on mortgage to Louis Strauss, in your docket entries.

Louis Strauss

Solicitor for Plaintiff

Exhibit "A" Original Mtge and Assignment -- Filed 8 August 1939

This Mortgage, Made this thirty-first day of March in the year nineteen hundred and thirty-six, by and between John H. C. Viel and Mary Viel, his wife, hereinafter called Mortgagors and Conrad Viel, hereinafter called Mortgagee, all of Anne Arundel County in the State of Maryland.

Ex Witnesseth, Whereas John H. C. Viel and Mary Viel, his wife, the said Mortgagors are indebted unto Conrad Viel, in the full and just sum of Four Thousand Dollars (\$4,000.00) being the purchase price of the property hereinafter described, and as evidencing said sum, the said Mortgagors have passed unto the said Mortgagee, their joint and several promissory note for said sum of even date herewith and payable in five (5) years after date, as well as their ten other promissory notes for One hundred and twenty dollars (\$120.00) each and payable in six, twelve, eighteen, twenty-four, thirty, thirty-six, forty-two, forty-eight, fifty-four and sixty months after date to secure the interest thereon to accrue, and

Whereas it was a condition precedent to the granting of said loan that these presents should be executed for the purpose to more effectually secure the payment of said sum together with the interest thereon to accrue at the time limited for the payment of the same.

Now Therefore This Mortgage Witnesseth, that for and in consideration of the premises and of the sum of five dollars (\$5.00), thereunto moving from the parties of the second part unto the party of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part, herein called Mortgagors, do bargain and sell unto the party of the second part herein called Mortgagee, his heirs and assigns all of those two tracts of land situated in the Second Election District of Anne Arundel County in the State of Maryland, and described as follows,

Being the identical property which was granted and conveyed unto the said John H. C. Viel and Mary Viel, his wife, by deed from Conrad Viel, Widower of even date herewith and recorded or intended to be recorded immediately prior hereto among the land record books of Anne Arundel County and in said deed described as containing thirteen and fourteen hundredths acres (13.14) and one hundred and eighty-six acres (186), more or less.

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 Mortgagors, their heirs, personal representatives or assigns,

shall well and truly pay or cause to be paid the aforesaid sum of Four thousand (\$4,000.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants here^{on}in/their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors, for themselves, 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 Mortgagee, his heirs, personal representative or 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 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 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, his heirs, personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, his, heirs, personal representatives or 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.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, his heirs, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least four thousand Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, his heirs, personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee his heirs, personal representatives and assigns.

Witness the hands and seals of the said Mortgagors.

Test: John H. C. Viel (Seal)
Mary Viel (Seal)
 F. Wilhelmina Pettebone

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this thirty-first day of March in the year nineteen hundred and thirty-six before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John H. C. Viel and Mary Viel, his wife the Mortgagors named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Conrad Viel, the within named Mortgagee and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Witness my hand and seal Notarial.

(Notarial Seal) F. Wilhelmina Pettebone
 Notary Public.

I, Conrad Viel, being the Mortgagee named in the within mortgage, do hereby assign the within mortgage unto Louis M. Strauss for the purpose of foreclosing the same.

Witness my hand and seal this 3rd day of August, 1939.

Witness: Conrad Viel (Seal)
 Mrs. Minnie Lohrmann

Received for Record 7 day of Aug. 1939, at 2:15 o'clock P. M. and the same day recorded in Liber F. A. M. No. 149 Fol. 150, Land Records of Anne Arundel County.

John H. Hopkins, 3rd.,
 Clerk.

Mortgage Statement Exhibit " B" --Filed 8 August 1939.

Statement of Mortgage Claim of Louis M. Strauss, assignee of the Mortgage from John H. C. Viel and Mary Viel, his wife to Conrad Viel, dated the 31st day of March, 1936 and recorded among the land records of Anne Arundel County in Liber F. A. M. 149 folio 148.

Principal	\$4,000.00
Interest to March 31, 1939	<u>360.00</u>
	\$4,360.00

According to tax bills submitted August 7, 1939.

County, State 1938	\$93.94
County, State, 1939	95.06

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 8th day of August, 1939, before me the subscriber, a Notary Public of the Sate and County, aforesaid, personally appeared, Louis M. Strauss, Assignee

of Conrad Viel, the plaintiff, in the above titled cause and made oath that the above statement is just and a true statement of the amount due and unpaid on the mortgage filed herein to the best of his knowledge and belief, and at the same time took Oath that he is the assignee and has authority to make this affidavit.

(Notarial Seal)

Jeanette Meiser

Notary Public.

Bond --Filed and Approved Aug. 29th., 1939.

Know All Men By These Presents, That We, Louis M. Strauss, Assignee, as Principal, and Eagle 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 Forty-five Hundred 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 29th day of August, Nineteen Hundred and Thirty-nine

Whereas, by virtue of a power of sale contained in a mortgage from John H. C. Viel and Mary Viel, his wife to Conrad Viel bearing date on or about the 31st day of March Nineteen Hundred and Thirty-six the said Louis M. Strauss, Assignee, 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 been made in the payment of the interest and principal aforesaid, and the said Louis M. Strauss, Assignee, 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 Louis M. Strauss, Assignee, 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.

Witness:

Lina Johnson

(Corporate Seal)

Louis M. Strauss, (Seal)

Assignee.

Eagle Indemnity Company

By: Benjamin Michaelson

Attorney-in-fact.

Report of Sale --Filed Sept. 7th., 1939.

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

The Report of sale of Louis M. Strauss, Assignee of Conrad Viel respectfully shows:

That after giving bond for the faithful discharge of his duties, which said bond was duly approved, and having given notice of the time, place, manner and terms of said sale by advertisement inserted in the Maryland Gazette and Evening Capital, newspapers published in Annapolis, Anne Arundel County, Maryland, for more than twenty days preceding the day of sale, the said Louis Strauss, Assignee, did pursuant to said notice on Tuesday September 5th, 1939, at 11 o'clock A. M. Sell at Public Auction at the Court House Door at Annapolis, Anne Arundel County, Maryland, the property described in said mortgage and more fully described and set forth in the attached advertisement of sale, to Conrad Viel (Joseph H. Griscom, Agt.), for the sum of

Two Thousand Dollars (\$2000.00), he being then and there the highest bidder.

Louis M. Strauss, Assignee.

State of Maryland, Anne Arundel County, to wit:

This is to certify, that on this 7th day of September, 1939, before me the subscriber, a Notary Public of the State of Maryland, for the County aforesaid, personally appeared, Louis M. Strauss, Assignee, in the above mentioned proceedings and mortgage, and made oath that the facts 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 seal.

(Notarial Seal) Granville Lee Meredith

Notary Public.

Advertisement of Sale -- George Frederick Flentje, Jr. And Louis M. Strauss, Attys.

21 West St., Annapolis, Md.

Mortgage Sale of Valuable Farm Property in Fee Simple Containing Approximately 200 Acres.

Situate in the Second Election District of Anne Arundel County, Maryland.

Situated near St. Stevens Church on the Road Leading from Bartgis Store to Conways.

Under and by virtue of the power and authority contained in a mortgage from John H. C. Viel and Mary Viel, his wife, to Conrad Viel, dated March 31, 1936, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 149, folio 148 (default having occurred thereunder), the undersigned, the assignee of said mortgage, will sell at public auction at the Court House door, in Annapolis, Maryland, on Tuesday, September 5, 1939, at 11 o'clock A. M. all that valuable and improved property situate and lying in the Second District of Anne Arundel County, described as follows: Being all those two tracts of ground, one of which contains thirteen and one-fourth acres of ground, more or less, which is described by metes and bounds in a deed from George P. Schmidt and dated June 24, 1910, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 79, folio 174, and the second tract of land hereby situated containing one hundred and eighty-six acres of land and improvements, which said tract of land is more fully described by metes and bounds in a deed from James C. Rogers dated September 5, 1907, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 55, folio 58, and as shown on a Plat thereto annexed made by L. H. Green, surveyor, in August 1907, these two tracts of land constituting a workable farm and are improved by a frame farm house and contains fenced pastures, tillable and cultivated fields, barns, chicken houses, tool and implement buildings, timber land, and other conveniences of a used workable farm, and is particularly adaptable for a tobacco farm.

Terms of Sale: These two tracts will be offered as an entirety because of their contiguous location and adaptability. A cash deposit of \$500 will be required of the purchaser at the time and place of sale. Taxes and all other expenses adjusted to day of sale. Balance of purchase price to be paid upon ratification of sale by the Court.

Louis M. Strauss, Assignee.

Certificate of Publication

Annapolis, Md., Sept. 5, 1939.

We hereby certify, that the annexed Mortgage Sale - John H. C. Viel was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once 1 insertion on 10th day of August, 1939. The first insertion being made the day of _____, 193_.

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

Certificate of Publication

Annapolis, Md., Sept. 5, 1939.

We hereby certify, that the annexed Mortgage Sale - John H. C. Viel was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once 1 insertion before the 10th day of August, 1939. The first insertion being made the _____ day of _____, 193_.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

ORDER NISI

Ordered, this 7th day of September, 1939, That the sale of the property mentioned in these proceedings made and reported by Louis M. Strauss, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 9th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of October next.

The report states that the amount of sales to be \$2,000.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., Oct. 17, 1939.

We hereby certify, that the annexed Order Nisi - Sale- John H. C. Viel & wife 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 9th day of October, 1939. The first insertion being made the 8th day of September, 1939.

The Capital-Gazette Press, Inc.

By Lillie L. French.

Ordered By The Court, This seventeenth day of October, 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, Judge.

Auditor's Report and Account --Filed Nov. 6th., 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. Louis M. Strauss, Assignee, vs. John H. C. Viel and Mary Viel, his wife in ac. with
Louis M. Strauss, Assignee

To Assignee <u>foe</u> fee	\$50.00	\$
To Assignee for commissions	93.00	
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	11.75	
Auditor	<u>9.00</u>	30.75
To Assignee for Expenses, xiz:		
Capital-Gazette Press - advertising sale	27.00	
Capital-Gazette Press - Order nisi on report of sale	5.00	
Capital-Gazette Press - Order nisi on		

Amount brought forward		\$30.75
Capital-Gazette Press - auditor's acct	5.00	
Clerk of Court - recording assignment	.75	
Benj. Michaelson, Agent - bond premium	18.00	
W. B. Elliott - auctioneer	10.00	
B. J. Wiegard, Agent - insurance premium(adj.)	5.94	
One-half Federal revenue stamps	1.00	
One-half State revenue stamps	1.00	
Granville L: Meredith - notary fee	.50	
Jeannette Meiser - notary fee	<u>.50</u>	\$74.69
To Assignee for Taxes, viz:		
1938 State and County taxes	97.79	
1939 State and County taxes (\$95.96 adj)	<u>65.30</u>	163.09
To Conrad Viel, mortgagee, this balance on account of mortgage claim		<u>1,588.47</u> <u>\$2,000.00</u>
Amount of mortgage claim filed	4,360.00	
Interest from 3/31/39 to 9/5/39	<u>103.00</u> 4,463.33	
Cr. Amount allowed as above	<u>1,588.47</u>	
Balance subject to decree in personam	\$2,874.86	
Cr. Sept. 5, 1939 Proceeds of Sale		<u>\$2,000.00</u>

Ordered, This 6th day of November, 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 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 8th., day of December next.

John H. Hopkins, 3rd.,
Clerk.

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

We hereby certify, that the annexed Order Nisi - Auditor's Account Louis M. Strauss, vs. John H. C. Viel and Mary Viel, his wife - No. 7868 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 December, 1939. The first insertion being made the 7th day of November, 1939

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

Ordered By The Court, this 11th day of December, 1939, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee 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. 7884 Equity
In The Matter of the Adoption of	:	In The Circuit Court of
Male Infant Hale	:	Anne Arundel County.

Petition --Filed Sept. 7th., 1939.

To The Honorable, The Judge of the Said Court.

The Petition of Mose Patrick Griffin and Ethel G. Griffin, his wife, respectfully represents:

1. That the said male infant Hale was born in the University Hospital, Baltimore, Maryland, on July 10th, 1939.

2. That the mother of the said infant was Dorothy Hare Hale, also known as Dolly Hare, the said mother being unmarried.

3. That the said Mose Patrick Griffin and Ethel G. Griffin, his wife, have been married and living together for five years and more and being without children of their own are desirous of adopting said male infant Hale at their own child.

4. That the said infant was delivered to your said petitioners by the said mother on August 10th, 1939, and has been in their care, custody since that time with the consent of the said Dorothy Hare Hale, his mother, also known as Dolly Hare.

5. That your Petitioners are qualified and able to care for and raise said child as their own son and to give to him a name and a place in society that his own mother could not give him.

6. That the adoption of said infant by your Petitioners is manifestly to the best interest of said infant.

7. That your petitioners reside at Fort George Meade in Anne Arundel County.

Wherefore your Petitioners respectfully pray this Honorable Court to pass a Decree declaring said male infant Hale to be the adopted son of Mose Patrick Griffin and Ethel G. Griffin, his wife, and changing the name of the said male infant Hale to Mose Patrick Griffin, Jr.

And as in duty bound.

T. Murray S. Brison
Solicitor for Petitioners

Mose Patrick Griffin
Ethel G. Griffin
Petitioners

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify that on this 31st day of August 1939 before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Mose Patrick Griffin and Ethel G. Griffin, his wife, and they being duly sworn made oath that the matters and facts set forth in the foregoing petition are true to the best of their knowledge, information and belief.

Witness my hand and Notarial Seal.

(Notarial Seal.)

Louis F. Meyer, Jr.
Notary Public.

ANSWER AND ASSENT

I, Dorothy Hare Hale, also known as Dolly Hare, mother of the male infant Hare mentioned in the said petition and having fully read and considered the same admit the matters and facts alleged therein and hereby declare my assent to the passage of the Decree of adoption and change of name of the infant therein prayed.

also known as

Dorothy Hare Hale
Dolly Hare, Respondent

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify that on this 31st day of August 1939 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Dorothy Hare Hale, also known as Dolly Hare and she being duly sworn acknowledge the foregoing answer and assent to be her voluntary act and she further made oath that the allegation as to the parentage, date and place of birth of the infant named in the foregoing Petition are true to the best of her knowledge, information and belief.

Witness my hand and Notarial Seal.

(Notarial Seal)

Mildred I. Tavik

Notary Public.

DECREE

The above entitled cause being ready for Decree and being submitted, the Petition, Answer and Assent and all the other proceedings having been by the Court read and considered.

It is, thereupon, this 7th day of September 1939 by the Circuit Court for Anne Arundel County, Adjudged, Ordered and Decreed that the male infant Hale, mentioned in these proceedings, be, and he is hereby declared and decreed to be, the legally adopted child of the said Mose Patrick Griffin and Ethel G. Griffin, his wife, as prayed in said Petition.

It is further Adjudged, Ordered and Decreed that the name of said male infant Hale be and the same is hereby changed to Mose Patrick Griffin, Jr.

And it is further Ordered that Mose Patrick Griffin and Ethel G. Griffin, his wife, pay the costs of this proceeding to be taxed by the Clerk.

Ridgely P. Melvin

Judge of the Circuit Court

For Anne Arundel County.

Frank Arnold, Assignee	:	No. 7878 Equity
vs.	:	In the Circuit Court for
Albert M. Anderson Lillian N. Anderson,	:	Anne Arundel County.
his wife.	:	

Mr. Clerk:-

Please docket the above-entitled case and approve bond of same.

Frank Arnold, Assignee.

Mortgage --Certified Copy, Filed Aug. 28th., 1939.

This Mortgage, Made this 28th day of February in the year one thousand nine hundred and thirty-six by and between Albert M. Anderson and Lillian N. Anderson, his wife, of Anne Arundel County, in the State of Maryland, of the first part, and Mortgagors, and William G. Lehr and Ida M. Lehr, his wife, Mortgagees of the second part.

Whereas, the said Mortgagors owe and stand indebted unto the said Mortgagee in the full and just sum of Five hundred and ninety-one dollars which amount the said Mortgagors hereby agree to pay to the said Mortgagees three years after date with interest in the meantime at the rate of Five Percent per annum payable semi-annually; and

Whereas to secure the prompt payment of said mortgage debt and interest thereon these presents are executed.

Now Therefore This Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Albert M. Anderson and Lillian N. Anderson, his wife do grant and assign unto William G. Lehr and Ida M. Lehr his wife, their executors, administrations and assigns, all those six lots or parcels of ground situate and lying and being in Fifth Election District of Anne Arundel County in said State and designated as Lots Nos. 1, 2, 3, 4, 5, and 6 in Section A on the plat of Arundel Gardens, said Plat being recorded in Plat Book G. W. No. 1, folio 141. Ex

Being the same lots of ground that were granted and conveyed by William G. Lehr and wife to the said Mortgagors by deed dated January 6, 1923, and recorded among the Land Records of Anne Arundel County, in Liber W. N. W. No. 56, folio 476.

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

To Have And To Hold the said lots or parcels of ground, with the improvements and appurtenances aforesaid, unto the said Mortgagees, their executors, administrators and assigns, in fee simple, subject to the legal operation and effect of a first mortgage from the said Mortgagors to the Home Owners Loan Corporation dated evenly herewith and recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

And the said Mortgagors do hereby declare their assent to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court No. Two of Baltimore City, for a sale of the property hereby mortgaged, in accordance with Chapter 123, Sections 720 to 732, inclusive, of the Laws of Maryland, passed at the January session in the year 1898, or any supplements or

additions thereto. And 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 sum as aforesaid, or in case any default being made in any covenant or conditions of this Mortgage, then the whole mortgage debt hereby intended to be secured shall be deemed due and payable and said mortgaged property may be made by the trustee or trustees/^{named} in such decree as may be passed, as aforesaid, for the sale of said property; or upon any such default, as aforesaid, a sale may be made by the said parties of the second part their executors, administrators or assigns, or by Frank Arnold their duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10 inclusive, of the Maryland Code (1904) Public General Laws, or under any other General or Local Law of the State of Maryland relating to Mortgages. And upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale including a commission to the party making sale of said property equal to the commission usually allowed trustees for making sale of similar property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, and a reasonable attorney's fee to the attorney instituting or conducting the foreclosure proceedings; second, to the extinguishment of all claims of the parties of the second part, their executors, administrators or assigns, hereunder, whether the same shall have then matured or not; and, third, the balance if any, to the said parties of the first part their executors, administrators or assigns.

And it is agreed, that, until default be made in the premises, the said parties of the first part their executors, administrators, or assigns, shall possess the aforesaid property upon paying in the meantime, the ground rent aforesaid, and all taxes, assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, and on the mortgage debt and interest, hereby secured; which taxes, ground rent, mortgage debt and interest, public dues, charges and assessments, the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on the hereby mortgaged property to the amount of at least ___ dollars, and to cause the policy to be effected thereon to be so framed or endorsed as in case of fire, to inure to the benefit of said parties of the second part to the extent of their lien or claim thereunder.

Witness our hands and seals.

Test:

Frank Arnold

Albert M. Anderson (Seal)

Lillian N. Anderson (Seal)

State of Maryland, City of Baltimore, SS:

I Hereby Certify, that on this 28th day of February, in the year one thousand nine hundred and thirty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Albert M. Anderson and Lillian S. Anderson, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared William G. Lehr and Ida M. Lehr, his wife and made oath in due form of law, that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Recorded March 2, 1936 at 10-A. M.

(Notarial)
(Seal)

Frank Arnold
Notary Public

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Mortgage was truly taken and copied from Liber F. A. M. No. 149, folio 3, 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 25th day of August, A. D. 1939.

(Corporate)

John H. Hopkins, 3rd.

(Seal)

Clerk.

For the purpose of foreclosure William G. Lehr and Ida M. Lehr, his wife assigns the within mortgage to Frank Arnold.

As witness our hands and seals this 25th day of August, 1939.

Test: Minna D. Grohman

Wm. G. Lehr (Seal)

Ida M. Lehr (Seal)

Received for Record 28 day of Aug. 1939, at 10 o'clock A. M. and the same day recorded in Liber F. A. M. No. 149, Fol. 4, Land Records of Anne Arundel County.

John H. Hopkins, 3rd.

Clerk.

Bond --Filed and Approved August 28th., 1939.

Know All Men By These Presents

That we, Frank Arnold, Baltimore, Maryland, as 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 One 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 us, our and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 25th day of August in the year nineteen hundred and thirty nine.

Whereas, the above bounden Frank Arnold, by virtue of the power contained in a mortgage from Albert M. Anderson and Lilian N. Anderson, his Wife, to William G. Lehr and Ida M. Lehr, his Wife, bearing date the 28th day of February nineteen hundred and thirty six and recorded among the Mortgage Records of Anne Arundel County, in Liber F. A. M. No. 149 Folio 3 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

Frank Arnold (Seal)

in the presence of

Indemnity Insurance Company of

John J. Zeugner, lll.

(Corporate)

North America

(Seal)

By Bernard A. Grob

Attorney-in-Fact

By Richard P. Henneberger, Atty.in-Fact

Statement of Mortgage Claim --Filed Sept. 2nd., 1939.

Statement of the Mortgage Claim of Frank Arnold Assignee under the mortgage from Albert M. Anderson and Lillian N. Anderson, his wife to William G. Lehr and Ida M. Lehr, his wife dated the 28th day of February 1936, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 149 Folio 3 and duly assigned to Frank Arnold by Assignment dated August 25, 1939 and recorded among the Land Records of Anne Arundel County

Principal	\$591.00
Interest at 5% per annum from	
Feb. 28, 1936 to August 28, 1939	<u>103.47</u>
	\$694.47

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 31st day of August 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 Frank Arnold, Assignee the plaintiff in the above entitled cause, and made oath that the foregoing 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)

Minna D. Grohman,
Notary Public.

Assignment of Mortgage --Filed Sept. 2" 1939.

Assignment of Mortgage, Made this 25th day of August, 1939, by and between William G. Lehr and Ida M. Lehr, his wife, of the first part, and Frank Arnold, of the second part.

Witnesseth that in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the said William G. Lehr and Ida M. Lehr, his wife, grantors, do hereby assign and transfer unto the said Frank Arnold (without recourse) all that mortgage executed on February 28, 1936, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 149, folio 3&c from Albert M. Anderson and Lillian N. Anderson, his wife to the said William G. Lehr and Ida M. Lehr, his wife.

Witness the hands and seals of the said William G. Lehr and Ida M. Lehr, his wife, parties of the first part herein.

Test:

Minna D. Grolman

William G. Lehr (Seal)

Ida M. Lehr (Seal)

State of Maryland; Baltimore City to wit:

I Hereby Certify, that on this 25th day of August, 1939, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared William G. Lehr and Ida M. Lehr, his wife and acknowledged the foregoing Assignment of Mortgage to be their act.

As Witness my hand and notarial seal.

(Notarial Seal)

Minna D. Grolman
Notary Public.

Report of Sale. --Filed Sept. 26th., 1939.

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

The Report of Sale of Frank Arnold, Assignee, under Article LXVI, Sections 6 to 10 inclu^s.

Md. Code 1904, Public General Laws, 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 preceeding the day of sale, said Assignee did pursuant to said notice on the 25th day of September, 1939, at 11.30 A. M. attend on the premises and then and there sold unto William G. Lehr and Ida M. Lehr, his wife at and for the price of Five Hundred Dollars, subject to a first mortgage to Home Owners Loan Corporation of about \$2546.83, including interest, they being the highest bidder therefor all those fee simple lots of ground and premises situated on Gov. Ritchie Highway, near "Morris Hill", in the Fifth Election District of Anne Arundel County, Md. and described as follows:-

Assignee's Sale of Valuable Real Estate and Improvements Situate on Gov. Ritchie Highway, near "Morris Hall" in the Fifth Election District of Anne Arundel County, Md.
Under Article LXVI, Sections 6 to 10 inclus. Md. Code 1904, Public General Laws the undersigned Assignee will offer for sale at public auction on the premises on Monday, September 25, 1939 at 11.30 A. M. the property described in a mortgage from Albert M. Anderson and Lillian N. Anderson, his wife to William G. Lehr and Ida M. Lehr, his wife, dated February 28, 1936, and recorded among the land records of Anne Arundel County in Liber F. A. M. No. 149, folio 3, etc. (default having occurred in said mortgage) as follows:--

Lots 1, 2, 3, 4, 5,6, in Section A Plat of Arundel Gardens, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 1, folio 141.

Subject to a first mortgage, the amount due thereon to be announced at time and place of sale.

Improved by a two story brick house and garage.

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

All expense to be adjusted at day of sale. A deposit of \$300.00 will be required of the purchaser at the time and place of sale.

For further particulars, apply to the undersigned. Respectfully submitted

R. M. Baker, Inc., Auctioneers,
 Baltimore, Md.

Frank Arnold, Assignee
 843 Calvert Building,
 Baltimore, Md.

State of Maryland, City of Baltimore, Sct:

I Hereby Certify, That on this 25th day of September, 1939, 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.

Witness my hand and Notarial Seal.

(Notarial Seal)

Minna D. Grolman
 Notary Public.

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 4 successive weeks before the 25th day of September, 1939; that is to say,

the same was inserted in the issues of September 1, 8, 15, 22, 1939.

The Southern Maryland Times

Thomas L. Christian,

Business Manager,

By: Jeannette Cadell.

ORDER NISI

Ordered, this 26th., day of September, 1939, 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 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 28th., day of October next.

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

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 28th day of October, 1939; that is to say, the same was inserted in the issues of September 29, October 6, 13, 1939.

The Southern Maryland Times

Thomas L. Christian, Business Manager.

By: Jeannette Cadell.

Ordered By The Court, This 2nd day of Nov., 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, Judge.

Auditor's Report and Account --Filed Nov. 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. Frank Arnold, Assignee, Vs. Albert M. Anderson and Wife in ac. with Frank Arnold, Assignee.

To Assignee for Commissions	\$	\$33.00
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To Assignee for Court costs, viz:

Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	13.50	
Auditor	<u>9.00</u>	32.50

To Assignee 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
Clerk of Court - certified copy	2.00
Clerk of Court - recording assignment	3.50

Amount brought forward	\$37.50	\$65.50
To Lauber & Roloson, Inc. - bond premium	10.00	
R. M. Baker & Co., Inc. - auctioneer	10.00	
One-half Federal revenue stamp	.25	
One-half State revenue stamp	.25	
M. D. Grohman - notary fees	<u>.50</u>	58.50

To Frank Arnold, assignee - on account mortgage claim filed		<u>376.00</u>
		<u>\$500.00</u>

Amount of mortgage claim filed	\$694.47
Interest at 5% from 8/28/39 to 9/25/39	<u>2.29</u>
	696.76
Cr. Amount allowed as above	<u>376.00</u>
Balance subject to decree in personam	\$320.76

Cr. Sept. 25, 1939	Proceeds of Sale	<u>\$500.00</u>
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ORDER NISI

Ordered, This 18th., day of November, 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 19th., 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 19th., day of December 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 19th day of December, 1939; that is to say, the same was inserted in the issues of November 24, December 1, 8, 1939

The Southern Maryland Times

Thomas L. Christian, Business Manager.

By: Jeannette Cadell.

Ordered By The Court, this 22nd day of December, 1939, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the 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 Petition of Colah :
Miller and Beulah Miller for Adoption :
of James Evans, 12, and Juanita Evans, 10:

No. 7887 Equity
In The Circuit Court of
Anne Arundel County

Petition and Decree of Adoption --Filed Sept. 14" 1939.

To The Honorable, The Judge of Said Court:

Your Petitioner, Beulah Miller (nee Bean), a resident of Annapolis, Maryland, respectfully represents:-

First: That Louis Evans was the father of two children born to her out of wedlock, whose names and ages are: James Evans, 12 years of age, and Juanita Evans, 10 years of age,

Second: That the said Louis Evans kept promising marriage with the said Beulah Bean; but never went through the marriage ceremony, although he never denied paternity of the aforesaid children, who have been carrying his surname since their birth and who, up to his death, were acknowledged by him as his children.

Third: That the said Louis Evans departed this life June 3, 1939, and was buried by Charles E. Hicks, Jr., undertaker, of Annapolis.

Fourth: That on November 15, 1937, the said Beulah Bean intermarried with one Colah Miller, with whom she has since lived in comfort and happiness.

Fifth: That the said Colah Miller has shoemaking and repairing establishments in both Annapolis, Maryland, and Washington, D. C.

Sixth: That your joint petitioner, Colah Miller, husband of Beulah Miller, as aforesaid, has a good home and is ready, willing and able to adopt said children and provide for and educate them within his means.

Wherefore, your petitioners respectfully pray:

(a) That the infant children mentioned in these proceedings be decreed to be the legally adopted children of Colah Miller and Beulah Miller.

(b) That the names of said children be changed from James Evans to James Miller and from Juanita Evans to Juanita Miller.

Linwood L. Clark
Solicitor,

Mr. Colah Miller
Mrs. Buelah Miller
Petitioners.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 14" day of September, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Colah Miller and Beulah Miller, the within-named petitioners, and made oath in due form of law that the matters and facts set forth in the above petition are true.

As Witness my hand and Notarial seal.

(Notarial Seal)

Grace E. Roth
Notary Public.

CERTIFICATE

This Is To Certify that I knew Louis Evans well and personally know that he died June 3, 1939, and was buried from my sick husband's undertaking establishment by Undertaker P. Morton Chase of Baltimore. Since then, my husband, Charles E. Hicks, Jr., has departed this life; and I make this certificate in his absence.

Ethel L. Hicks
Mrs. Charles E. Hicks, Jr.

DECREE OF ADOPTION

The Above-Entitled Cause, upon the foregoing petition, affidavits and certificate, being ready for decree and being submitted, the petition and all the proceedings were by the Court read and considered.

It Is Thereupon, on this 15th day of September, 1939, by the Circuit Court of Anne Arundel County, Adjudged, Ordered and Decreed that the infants, James Evans and Juanita Evans, be and they are hereby decreed to be the legally adopted children of Colah Miller and Beulah Miller, his wife, as prayed in said petition.

It Is Further Adjudged, Ordered and Decreed that the name of said infant, James Evans, be and the same is hereby changed from James Evans to James Miller, and the name of the infant, Juanita Evans, be and the same is hereby changed from Juanita Evans to Juanita Miller; and that the petitioner, Colah Miller, pay the costs of these proceedings, to be taxed by the Clerk.

Ridgely P. Melvin, A. J.

In The Matter of The Adoption	:	No. 7907 Equity
of Roy Rooder Michaelson,	:	In the Circuit Court for
Infant.		Anne Arundel County.

Petition and consent to adoption attached hereto. --Filed Oct. 16" 1939.

To the Honorable, the Judge of said Court:

The petition of Florette Michaelson and Emanuel Michaelson, her husband, respectfully represents:

Euf 1. That your petitioners are residents of Eastport, Anne Arundel County, State of Maryland, where your petitioner, Emanuel Michaelson, has been engaged in a grocery and general merchandise business for several years.

2. That recently Rose Rooder, who lived in New York City, and who was a sister of your petitioner, Florette Michaelson, gave birth to an infant son, and shortly thereafter she, the said Rose Rooder, unfortunately died, and left surviving her the said infant child, one month old, and a husband, Isidor I. Rooder, who lives in New York City.

3. That, under the circumstances, in view of the inability of the said Irving Rooder, father of the said infant child, to take care of the said infant child and rear and educate him properly and satisfactorily, your petitioners, by and with the consent of the said father, Isidor I. Rooder, desire to adopt legally the said infant child as their own child.

4. That your petitioners are able to take proper care of said infant child, and to support and educate it properly, and it will be to the best interests and welfare of said child to be adopted as set forth.

5. That your petitioners attach hereto the written consent of the said father Isidor I. Rooder, to the legal adoption of said child.

Wherefore your petitioners pray this Honorable Court to pass a decree declaring the said infant child to be the adopted child of your petitioners, and further declaring the name of said child to be Roy Rooder Michaelson.

And as in duty bound, etc.
Benjamin Michaelson
Solicitor for petitioners.

Florette Michaelson
Emanuel Michaelson

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 30th day of September, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Florette Michaelson and Emanuel Michaelson, her husband, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of their knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal)

Lina Johnson

Notary Public.

CONSENT TO ADOPTION.

To the Honorable, the Judge of said Court:

Now comes Isidor I. Rooder of the City of New York, State of New York, and states to the Court that he is the father of the minor child, one month of age, Roy Rooder Michaelson, the same being the child mentioned and set out in the attached petition of Florette Michaelson and Emanuel Michaelson, her husband, wherein they seek to adopt said child, and he, the said Isidor I. Rooder, hereby freely gives his full and unreserved written consent to them to adopt said minor child, to take it and care for it as though it were their own child, of their own flesh and blood.

I further waive all right to the custody and control of said child and to the right of any and all legal notice of the hearing of the petition to adopt said child.

And as in duty bound, etc.

Isidor I. Rooder

State of New York, City of New York, To Wit:

I Hereby Certify That on this 29 day of September, 1939, before me, the subscriber a Notary Public of the State of New York, in and for the City aforesaid, personally appeared Isidor I. Rooder and made oath that he has read the foregoing consent and knows the contents thereof, and that the statements therein contained are true, and he did further make oath that said consent is his free act.

Witness my hand and Notarial Seal.

Commission expires March 30, 1941

(Notarial Seal)

Samuel Kraft

Notary Public.

Order of Court -- Filed Oct. 23rd., 1939.

Upon the foregoing petition and affidavit and consent of the parent, it is hereby ordered this 23rd. day of October, 1939, by the Circuit Court for Anne Arundel County, that Roy Rooder Michaelson be, and he is hereby declared to be the legally adopted child of the petitioners, Florette Michaelson and Emanuel Michaelson, her husband.

Ridgely P. Melvin

Judge.

In the Matter of the Petition of Emilie
 Eleanor Godfrey on behalf of her infant chil- :
 dren Barbara Alice Barnard and Joseph Chand- :
 ler Barnard, Junior, to change their names to :
 Barbara Alice Barnard Godfrey and William Chan- :
 dler Godfrey.

7908 Equity.

In the Circuit Court for
 Anne Arundel County.

Petition and order of Court to change names. --Filed Oct. 18th., 1939.

Mr. Clerk:

Please docket the above case, enter my appearance file petition and submit petition to the Judge.

Clare Green Duckett, Atty.

To the Honorable, the Judges of said Court:

The petition of Emilie Eleanor Godfrey, on behalf of her infant children Barbara Alice Barnard and Joseph Chandler Barnard, Jr., respectfully represents:

1. That Barbara Alice Barnard born on the 28th day of July, 1919 and and Joseph Chandler Barnard born on the 25th day of October, 1920, are the infant children of Emilie Eleanor Barnard, now Emilie Eleanor Godfrey, and Joseph Chandler Barnard, the latter of Philadelphia, Pennsylvania.

2. That the said Emilie Eleanor Godfrey was granted an absolute divorce from the said Joseph Chandler Barnard on the 16th day of January, 1924, by a decree of the Court of Common Pleas of Montgomery County, Pennsylvania, that the said decree did not make provision in any way for the custody of the said Barbara Alice Barnard nor the said Joseph Chandler Barnard, Jr.

3. That the Circuit Court for Anne Arundel County assumed jurisdiction over the said infants, Barbara Alice Barnard and Joseph Chandler Barnard, Jr., and awarded the custody, control and guardianship of said children unto their mother, the said Emilie Eleanor Godfrey, by a decree dated the 13th day of September, 1928, and filed in the case of Barnard vs. Barnard, No. 5341 Equity.

The Court provided by said decree that the father should have the right to visit and see the children and to advise as to their care and education. The Court further provided that the father, the said Joseph Chandler Barnard, should pay the sum of \$200. monthly beginning the 1st day of October, 1928, for the support of said children until they arrive at the age of 21 years, and that said decree was affirmed by the Court of Appeals of Maryland on the 17th day of April, 1929.

4. That your petitioner, Emilie Eleanor Barnard, now Emilie Eleanor Godfrey and Vincent Hubbard Godfrey were married on the 27th day of August, 1927, in the City of Annapolis, Maryland.

5. That the said Joseph Chandler Barnard, father of Joseph Chandler Barnard, Jr., and Barbara Alice Barnard, has never taken advantage of his rights according to the aforesaid decree to visit his children and has never contributed to the support of them since the date of the said decree.

6. That the said Barbara Alice Barnard and Joseph Chandler Barnard, Junior, have lived with your petitioner and her husband, the said Vincent Hubbard Godfrey, since the date of their marriage, and that the said children have used the name of their step-father, the said

Vincent Hubbard Godfrey since that date so that they are commonly known under the name of Godfrey rather than Barnard.

Vll. That the said Joseph Chandler Barnard, Junior, adopted the name of William and has used the said name for some years past.

Vlll. That your petitioner is a resident of the City of Annapolis, State of Maryland.

Your petitioner therefore prays your Honors that the name of Barbara Alice Barnard may be changed to Barbara Alice Barnard Godfrey and that the name of Joseph Chandler Barnard, Jr., may be changed to William Chandler Godfrey.

And as in duty bound etc.,

Emilie Eleanor Godfrey

Clare Green Duckett,
Solicitor for Petitioner.

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this 14th day of October 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 the above named Emilie Eleanor Godfrey and made oath in due form of law that the matters and facts stated in the foregoing petition are true to the best of her knowledge and belief.

Witness my hand and seal Notarial,

(Notarial Seal)

Marie Stevens,
Notary Public.

DECREE

Upon consideration of the foregoing petition and affidavit, it is this 23rd day of October 1939, by the Circuit Court for Anne Arundel County sitting in Equity, adjudged, ordered and decreed that the name of Barbara Alice Barnard, of the City of Annapolis, Anne Arundel County, Maryland, be and it is hereby changed from Barbara Alice Barnard to Barbara Alice Barnard Godfrey; and that the name of Joseph Chandler Barnard, Junior, of the City of Annapolis, Anne Arundel County, Maryland, be and it is hereby changed to William Chandler Godfrey, as is prayed in said petition; and that the said petitioner pay the costs of these proceedings, to be taxed by the Clerk.

Ridgely P. Melvin, Judge.

Ex Parte In The Matter of : No. 7910 Equity
 : In The Circuit Court For
 Wayne Atwood, an Infant. : Anne Arundel County.

Petition for Adoption and Order of Court Oct. 26, 1939. -Filed Oct. 26" 1939.

To The Honorable, The Judge of Said Court:

The petition of Dwight Hodge Dexter and Dorothy Heath Dexter, his wife, (maiden name being Dorothy Heath Kennedy) respectfully represents unto your Honor:

1. Your petitioners were married on the 1st day of June, 1929, in the City of Newburgh, State of New York, by a religious ceremony and have lived together as husband and wife ever since.

2. Your petitioner, Dwight Hodge Dexter, is a lieutenant in the United States Coast Guard and for the past year has been stationed at Curtis Bay, Maryland; your petitioners have been during this time and at present are domiciled in Anne Arundel County until such time as your petitioner, Dwight Hodge Dexter, is ordered to some other station; that to the knowledge of your petitioners, there is no immediate prospect of such an order, and your petitioners both regard Anne Arundel County as their home.

E
 3. Wayne Atwood was born in Washington, D. C. on the 25th day of December, 1938 of Willard Lynn Atwood and Alma Margaret Atwood. The parents of Wayne Atwood were and are financially unable to support the said Wayne Atwood, and on the 3rd day of January, 1939, they executed an instrument, a copy of which is hereto attached and prayed to be taken as a part hereof, marked Exhibit No. 1, under and by virtue of which they surrendered to one Annie L. Grover of Washington, D. C., the care, control and management of the said Wayne Atwood, and empowered the said Annie L. Grover to arrange for the adoption of the said Wayne Atwood.

5. That on the 10th day of January, 1939, a contract or agreement was executed between the said Annie L. Grover and your petitioners, a copy of which contract or agreement is hereto attached and prayed to be taken as a part hereof, marked "Exhibit No. 2"; that under and by virtue of said contract, your petitioners agreed to adopt said Wayne Atwood as provided by the terms and conditions of said agreement; that your petitioners have fully complied with all the terms and conditions of said agreement; that the six months' probationary period, as provided in the said agreement, has expired; that the welfare of the said Wayne Atwood will be promoted by his adoption as herein prayed; that, as provided in said agreement, Annie L. Grover has consented to such adoption as shown by Exhibit No. 3, attached hereto and prayed to be taken as part hereof; that the parents of the said Wayne Atwood have empowered the said Annie L. Grover to consent to the adoption of Wayne Atwood without any notice to them, as shown by Exhibit No. 1.

6. Your petitioners have no children of their own; your petitioners love Wayne Atwood very devotedly and desire legally to adopt him; your petitioners represent that they are financially and otherwise able to provide proper support, maintenance and education for the said Wayne Atwood and to assume full responsibility as the parents of said Wayne Atwood.

7. It will be to the benefit and welfare of the said Wayne Atwood that he be adopted by your petitioners.

8. Your petitioners desire to change the name of the said Wayne Atwood to Richard Leon Dexter.

Wherefore your petitioners pray that this Honorable Court may pass an order decreeing that said Wayne Atwood be the legally adopted child of your petitioners, and that his name be changed to Richard Leon Dexter.

And as in duty bound, etc.

G. C. A. Anderson
Attorney for Petitioners.

Dwight Hodge Dexter.
Dorothy Heath Dexter.
Petitioners.

State of Maryland, County of Anne Arundel, To Wit:

I Hereby Certify that on this 5th day of October, 1939, before me the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, duly commissioned and qualified, personally appeared Dwight Hodge Dexter and Dorothy Heath Dexter, petitioners aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of their knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal) Adele Mielcke
Notary Public.

Exhibit No. 1. Record regarding Wayne Atwood
Birthday December 25, 1938 Birthplace Washington, D. C.
Surrendered by Father and Mother
Residence Washington, D. C.

This Certifies That We, Willard Lynn Atwood and Alma Margaret Hult Atwood residing at Washington, D. C., are the father and mother of the child Wayne Atwood aged ____ and alone have the authority to surrender said child, and said child is indigent, neglected, destitute and homeless, and by reason of the inability of the undersigned to provide for said child, it is in danger of impairment.

Feeling that the welfare of the said child will be promoted by its being placed in a good home, we do hereby voluntarily, unconditionally and absolutely surrender and commit the said child to the care, custody, control and management of Annie L. Grover of Washington, D. C., who in her discretion, may select, or that she in her discretion, may provide said child with a home, until the child shall reach the age of twenty-one years unless prevented from doing so by some physical or mental disease, or by the misconduct of the child, or by its leaving the place provided for it without the knowledge or consent of the said Annie L. Grover, and we pledge ourselves not to interfere with the custody or management of the said child in any way, or encourage or allow anyone else to do so.

Further, the undersigned do hereby expressly authorize and empower the said Annie L. Grover, in her discretion, to consent to the adoption of said child without notice to the undersigned, and in all respects and in the same manner as if the undersigned personally gave such consent at the time of adoption.

Witness: Signature Willard Lynn Atwood
Lydia M. Fox Signature Alma Margaret Hult Atwood

City of Washington, D. C. to-wit:

On this 3d day of January, 1939, A. D., before me personally appeared Willard Lynn Atwood

and Alma Margaret Hult Atwood to me personally known and known by me to be the individuals described in and who executed the above surrender of the child Wayne Atwood and who duly acknowledged to me that they executed the same as their act and deed and of their own free will for the purposes therein contained.

(Notarial Seal)

L. M. Fox

Notary Public D. C.

Agreement Made this 10 day of January 1939 at Wasgington, D. C., between Annie L. Grover, hereinafter called party of the first part, and Dwight H. and Dorothy H. Dexter hereinafter called parties of the second part, Witnesseth:

Whereas, The party of the first part has received an infant child by the name of Wayne Atwood under a certain instrument dated January 3, 1939 and duly executed by the mother thereof, & Father the only parents having the right to surrender said child, whereby said party of the first part was given the right to place the said child for adoption.

Now Therefore, in consideration of the mutual agreements herein contained, and other valuable considerations moving from one party to the other, it is mutually agreed as follows:

1. The party of the first part does hereby deliver said child to the care and custody of the parties of the second part.
2. The parties of the second part agree to take said child into their care and custody and to support and maintain said child in proper and fit manner for a period of six months, called the probation period.
3. At the end of said probation period the parties of the second part agree to institute proceedings, at their own expense, to lawfully adopt said child, unless the child has developed some incurable disease, physical or mental, or unless, due to unforeseen circumstances, the welfare of the child will not be promoted by said adoption.
4. The party of the first part agrees to consent to such adoption if, at the end of said probation period an investigation discloses that the welfare of the said child will be promoted by such adoption.

In Witness Whereof, The parties hereunto have subscribed their names and affixed their seals.

Annie L. Grover (Seal)

Dwight H. Dexter (Seal)

Dorothy H. Dexter (Seal)

EXHIBIT NO. 3

I. Annie L. Grover, being the Annie L. Grover set forth in the contract or agreement between Annie L. Grover and Dwight H. Dexter and Dorothy Heath Dexter, a copy of which is marked Exhibit No. 2, do hereby consent to the passage of an order decreeing that Wayne Atwood be the legally adopted child of Dwight H. Dexter and Dorothy H. Dexter (whose maiden name is Dorothy Heath Kennedy) and do hereby consent that the name of the said Wayne Atwood be changed to Richard Leon Dexter.

Annie L. Grover.

ORDER OF COURT

Upon the foregoing petition and affidavit, consent of Annie L. Grover, and consent of Willard Lynn Atwood and Alma Margaret Atwood, parents of Wayne Atwood, and after fully and carefully considering all matters and facts as set forth in the petition with exhibits at-

tached thereto, it is on this 26th day of October, 1939, by the Circuit Court for Anne Arundel County Adjudged, Ordered And Decreed that Wayne Atwood be and he is hereby adopted, and declared to be the legally adopted child of Dwight Hodge Dexter and Dorothy Heath Dexter, his wife, (whose maiden name is Dorothy Heath Kennedy) as prayed in said petition, and that the name of the said Wayne Atwood be, and the same is hereby, changed from Wayne Atwood to Richard Leon Dexter; and it is further Ordered that your petitioners pay the costs of the proceeding to be taxed by the Clerk of this Court.

Ridgely P. Melvin
 Judge of the Circuit Court
 for Anne Arundel County.

William C. Purnell, Assignee	:	No. 7915 Equity
vs.	:	In the Circuit Court for
The Baltimore Terminal Co., et al.	:	Anne Arundel County, Maryland
Filed Nov. 4th., 1939		

Docket 48 A. Folio 36 etc. 1939

Eugene S. Williams

William C. Purnell

Hilary W. Gans.

Assignee

No. 23603 - A. *Ey*

James Thomas

The Baltimore Terminal Company,

Knapp, Tucker,

and Seaboard Terminals Corporation.

Thomas & Gray.

26 January 1939 Order to docket suit (1) fd.

26 January 1939, Exhibits (2) fd.

26 January 1939 Statement of Mortgage debt. (3) fd.

26 January 1939 Trustees approved bond (4) fd. (\$34000.00)

26 January 1939 Petition of William C. Purnell Assignee for the appointment of a Receiver and Order of Court thereon appointing Carroll B. Hoffman, Jr., Receiver, bond \$20,000.00 (5) fd.

26 January 1939 Receivers approved bond (6)fd. (\$20,000.00)

10 February 1939 Petition of defendants and Order of Court thereon directing plaintiff show cause on or before ten days from date hereof and Exhibits A, B, & C annexed (7) fd. (Service admitted by Hilary W. Gans. Solr)

10 February 1939 Order of Court directing Receiver assume possession of Mortgaged property to be effective after January 26, 1939, and directing defendants to deliver all revenue received on and after January 26, 1939 less expenses made by agreement of counsel etc. (7½)fd.

14 February 1939 Claim of Mayor and City Council (8) fd.

15 February 1939 Demurrer and answer to the petition of defendants (9) and plaintiff's Exhibits No. 1 (10) and 2 to 17 (11) fd.

15 February 1939 Summons issued for plaintiff's witness (12 Summoned as marked)

16 February 1939 Petition of defendants and Order of Court thereon denying petition to amend or in the alternative to withdraw the original petition without prejudice (13)fd.

- 16 February 1939 Petition of defendants for leave to dismiss their petition filed February 10, 1939 upon payment of costs as may have been lawfully incurred and Order of Court thereon granting the same, and order of defendants solicitors to dismiss their petition annexed (14)fd.
- 23 February 1939 Petition of defendants and Order of Court thereon authorizing the Clerk of this Court deliver to Messrs. Knapp, Tucker, Thomas and Gray, Solrs. Exhibits A. B. & C. attached to petition filed on or about February 10, 1939, and to accept in place and stead thereof copies of said exhibits and said solrs. are authorized to retain said exhibits for a period of five days from this date and receipt annexed (15)fd.
- 27 February 1939 Petition of Receiver for authority to employ Hilary W. Gans Esq. as his counsel and Order of Court thereon granting the same (16)fd.
- 27 February 1939 Petition of Receiver and Order of Court thereon directing Seaboard Terminals Corporation show cause on or before the 7th day of March, 1939 (17)fd.
(Service admitted by Knapp, Tucker, Thomas & Gray, Solrs.)
- 28 February 1939 Papers returned)
- 6 March 1939 Answer of Seaboard Terminals Corporation to the petition of Carroll B. Hoffman Jr., Receiver (18) fd.
- 14 March 1939 Claim of Gas. Elec. Light & Power Co. (19) fd.
- 10 May 1939 Claim of Western Union (20) fd.
- 16 May 1939 Petition of Receiver, Petitioners' Exhibit A assent and Order of Court thereon authorizing petitioner to enter into arrangement with William C. Purnell, Assignee of the second mortgage and The Equitable Trust Company Trustee as assignee of the first mortgage on mortgaged properties as mentioned herein and further authorizing petition to make disbursements until the further order of this Court (21)fd.
- 28 June 1939 Claim of Mary F. Newell (22)fd.
- 13 July 1939 Exceptions of William C. Purnell, Assignee to claim of Mary F. Newell and Order of Court thereon assigning exceptions for hearing on the 24th. day of July 1939 (23)fd. Copy issued (
- 19 July 1939 Petition of Carroll B. Hoffman, Jr., for authority to make immediate payment of the bill of The Heat & Power Corporation in the amount of \$1024.35 and Order of Court thereon granting the same (24)fd.
- 31 July 1939, Affidavit of Hilary W. Gans Counsel for Carroll B. Hoffman, Jr., Receiver of mortgaged property (25)fd.
- 1 August 1939 Order of Court sustaining exceptions to claim of Mary F. Newell etc. (26) fd.
- 1 September 1939, Assignee's report of public sale made to Maryland Terminals Corporation (27) and certification of Publication of sale (28) fd.
- 1 September 1939 Ratified Nisi Order (29) fd. Copy issued
- 8 September 1939 Claim of New York Rubber Corporation (30) fd.
- 2 October 1939 Exceptions of The Baltimore Terminal Company and Seaboard Terminals Corporation to the ratification of sale (31)
- 2 October 1939 Certificate of publication on public sale made to Maryland Terminals Corporation (32) fd.
- 6 October 1939 Motion of plaintiff to strike from records exceptions of The Baltimore Terminal

Co. etal to ratification of sale and Order thereon (33) fd.

7 October 1939 Motion for hearing on motion to strikeout exceptions and exceptions to ratification of sale (34) fd. (Service admitted by James Thomas, Solr)

13 October 1939 Return on Order to show cause why exceptions should not be stricken from record (35) fd.

20 October 1939 Opinion (36) fd.

23 October 1939 Order of Court striking from the records exceptions filed by The Baltimore Terminal Company and Seaboard Terminals Corporation (37) fd.

24 October 1939 Assignees report of public sale made to Maryland Terminals Corporation finally ratified and confirmed order (28) fd.

William C. Purnell, Assignee,

VS.

The Baltimore Terminal Company and
Seaboard Terminals Corporation.

In The
Circuit Court No. 2
of
Baltimore City.

Mr. Clerk: Please docket the above entitled suit, there being filed herewith the original mortgage from The Baltimore Terminal Company, a corporation, and Seaboard Terminals Corporation, a corporation, to Oil Well Supply Company, a corporation, dated August 9, 1932, and recorded among the Land Records of Baltimore City in Liber S. C. L. No. 5340, folio 33, etc., and among the Land Records of Anne Arundel County in Liber F. S. R. No. 109, folio 66, etc., together with the short assignments thereof, the first being from Oil Well Supply Company to The Title Holding Company, and the second from The Title Holding Company to the above named plaintiff and together with the last original extension agreement (unrecorded) of said mortgage, dated May 2, 1935,

Eugene S. Williams

Hilary W. Ganns

REPORT OF SALE

FILED 1ST SEPTEMBER 1939.

To The Honorable, The Judge of Said Court:

The report of sale of William C. Purnell, Assignee, acting under and by virtue of the power of sale contained in the mortgage from The Baltimore Terminal Company and Seaboard Terminals Corporation to Oil Well Supply Company, dated August 9, 1932, and recorded among the Land Records of Baltimore City in Liber S. C. L. No. 5340 folio 33, etc. and among the Land Records of Anne Arundel County in Liber F. S. R. No. 109, folio 66, etc., respectively 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 Daily Record and The Baltimore Sun, /^{two}daily newspapers published in Baltimore City, and in the Evening Capital, a daily newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale as will appear from certificates of publication filed in these proceedings, said Assignee did, pursuant to said notice, on Wednesday, August 30, 1939, at 11 O'Clock A. M. attend at the Real Estate Board Rooms 7 St. Paul Street, Baltimore Maryland, and then and there offered the mortgaged property for sale.

The parcels described in the mortgage were first offered separately and there being no bids for any of said parcels, the said mortgaged properties were offered as en entirety, and the Assignee

did then and there sell the mortgaged properties (same being fully described in the mortgage hereinabove referred to) unto Maryland Terminals Corporation for the sum of Thirty-two Thousand Dollars (\$32,000.00) such Corporation being then and there the highest bidder therefor. The properties were sold subject to the first mortgage from The Baltimore Terminal Company, et al, to The Baltimore Trust Company, dated May 2, 1932, which mortgage is recorded among the Land Records of Baltimore City in Liber S. C. L. No. 5300, folio 241, and among the Land Records of Anne Arundel County in Liber F. S. R. No. 95, folio 391, and also subject to a lease dated September 1, 1935, between Seaboard Terminals Corporation, et al, and Richfield Oil Corporation of New York, said lease being duly recorded among the Land Records of Baltimore City in Liber S. C. L. No. 5585, folio 97, and among the Land Records of Anne Arundel County in Liber F. A. M. No. 141, folio 402,

William C. Purnell,
Assignee.

State of Maryland, City of Baltimore, SS:

I Hereby Certify that on this 31st day of August 1939, before me, the subscriber a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Purnell, 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.

(Notarial Seal) Catherine K. Krimm
Notary Public.

July Term, 1939

Ordered, That the Public sale of the property mentioned in these proceedings, made to Maryland Terminals Corporation and reported by William C. Purnell, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 2nd day of October, 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 25th day of September, 1939.

The report states the amount of public sale to be \$32000.00.

Charles A. McNabb,
Clerk.

Sept. term, 1939

Ordered by the Circuit Court No. 2 of Baltimore City, this 24th day of October, 1939, That the public 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 order nisi passed in said cause; and the Assignee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

W. Conwell Smith.

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 Docket Entries, 48-A Folio 36, etc, 1939, & Order to Docket Suit, filed 26th January 1939, Report of Sale, filed 1st September 1939, Order Nisi, filed 1st September 1939, and Final Order, signed the 24th of October 1939. now on file in this office in the cause therein

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court No. 2 this 3rd day of October A. D. 1939.

(Corporate)

Charles A. McNabb

(Seal)

Clerk.

In the Matter of the Petition of Mrs.	:	No. 7916 Equity
Betty Barber Mitchell in behalf of her in-	:	In The Circuit Court for
fant son, John William Mitchell	:	Anne Arundel County.

Petition, Affidavit and Decree --Filed Nov. 7" 1939.

To The Honorable, The Judge of Said Court:

The petition of Mrs. Betty Barber Mitchell in behalf of her infant son, John William Mitchell, respectfully represents:

1. That the said infant, John William Mitchell, is the son of your petitioner and her former husband, Harold E. Mitchell, now of Silver City, New Mexico.

2. That your petitioner and the said Harold E. Mitchell were divorced in Arizona in 1929, at which time the exclusive custody of said infant, John William Mitchell, was awarded to your petitioner.

3. That your petitioner and her infant son, the said John William Mitchell, are now residing in Maryland at Severn Avenue, Wardour, Annapolis, Maryland, that your petitioner is more than twenty-one (21) years of age and that said son is fifteen (15) years of age. *Exp*

4. That your petitioner desires that the name of her son, said infant John William Mitchell, be changed to Jack Mitchell for the reason that such is the name by which said infant is commonly known.

5. That your petitioner has consulted the said Harold E. Mitchell, father of said infant, John William Mitchell, concerning this matter and the said Harold E. Mitchell has consented to the change of said infant's name from John William Mitchell to Jack Mitchell as hereinafter prayed.

Wherefore your petitioner prays that the name of said infant, John William Mitchell, be changed to Jack Mitchell.

And, as in duty bound, etc.

John W. Avirett 2d.
Solicitor for Petitioner

Mrs. Betty Barber Mitchell,
Petitioner

State of Maryland, County of Anne Arundel, ss:

I Hereby Certify that on this 3rd day of November, 1939, before me, the subscriber, a notary public of the State and County aforesaid, personally appeared Mrs. Betty Barber Mitchell and made oath in due form of law that she signed the foregoing petition and that the statements therein contained are true.

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

(Notarial) Geo. W. Phillips

My Commission expires May 5, 1941 (Seal) Notary Public.

DECREE

The petition and affidavit in the above entitled matter having been fully read and considered by the Court, it is this 7th day of November, 1939, by the Circuit Court for Anne Arundel County, Adjudged, Ordered and Decreed that the true and legal name of John William Mitchell infant son of the petitioner, be and it is hereby changed to Jack Mitchell, as prayed in said petition, and that the petitioner pay the costs of these proceedings to be taxed by the Clerk.

Ridgely P. Melvin, Judge.

In the matter of the Petition of Lacye	:	No. 7925 Equity
Nease and Eunice Nease, his wife, for the	:	In the Circuit Court for
adoption of Nithia Ann Robinson, infant.	:	Anne Arundel County.

Petition for Adoption of Nithia Ann Robinson, infant --Filed Dec. 12th., 1939.

To The Honorable, the Judges of said Court:

The petition of Lacye Nease and Eunice Nease, his wife, of High Power Radio Station, Anne Arundel County, Maryland, respectfully represents unto your Honors:

1. That the said Lacye Nease is a Chief Machinist Mate in the U. S. Navy, now attached to the U. S. Radio Station, Annapolis, Maryland, and has lived in Annapolis, Maryland, and at the Radio Station, Annapolis, Maryland for the past 18 months.

11. That on August 21, 1939, a female child was born to Betty Lou Robinson, unwedded, at the Rest Cottage Association, Pilot Point, Texas, an Institution established and incorporated in 1903 for the unwed mother and her child.

111. That the said infant was given the name of Nithia Ann Robinson by the Rest Cottage Association, and was, according to the rules of that Association, abandoned to the said Association by its mother.

1V. That your petitioners on September 13th, 1939 was awarded the custody of the infant by the Rest Cottage Association, Pilot Point, Texas, and was given the name of Carolyn Ann Nease.

That the said Eunice Nease is a graduate nurse, and is capable of giving every care, comfort, and attention to the said infant. That your petitioners are financially able to support and rear the infant child in the proper manner, but they are advised that the aid of this honorable court must be invoked to fully carry out their wishes and intentions.

Your petitioners file herewith an information report from the Rest Cottage Association, marked appendix A, and a copy of a letter from the Rest Cottage Association addressed to Mrs. E. Nease, High Power Radio Station, Annapolis, Maryland, marked appendix B.

To The End Therefore:

1. That this Honorable Court may pass a decree declaring said female infant child, Nithia Ann Robinson, the adopted child of your petitioners, Lacye Nease and Eunice Nease, his wife,

11. And that the infant's name be changed to Carolyn Anne Nease.

111. That your petitioners may have such other and further relief as their case may require.

May it please your Honor to take such action and pass such orders as may effectuate the

desire and intention of your petitioners commensurate with what may seem to your Honors for the best interest of said female infant child, Nithia Ann Robinson,

And as in duty, etc.,

Lacye Nease (Seal)

Eunice Nease (Seal)

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify that on this 11th day of December 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 Lacye Nease and Eunice Nease, his wife, and they made oath in due form of law that the matters and facts stated in the foregoing petition are true as therein stated.

Witness my hand and seal Notarial.

(Notarial Seal)

Mary L. Dimaggio,

Notary Public.

December __, 1939.

We hereby certify that we are acquainted with Lacye Nease and Eunice Nease, his wife, and recommend the adoption as herein prayed considering them able financially to give the child a good home, and that they are of such moral character that the infant will be properly reared.

R. F. Wells (Seal)

W. N. Thomas (Seal)

Information--Nithia Ann Robinson

Mother--Betty Lou Robinson, age 18; height 5 ft. 4 in.; weight 146 lbs. Nationality, German and Scotch-Irish.

Eyes brown, hair dark brown. Education, High School graduate, some piano and some voice. Nice teeth, complexion-olive, skin texture smooth.

Mother's Father--Otto H. Hoardt, age 46.

Height 5 ft. 6 in.; weight 174 lbs. Eyes brown, hair dark brown. Nationality, German (his father was born Frieberg, Germany). Education, High School. Talent--plays violin. Vocation, farmer and salesman for Flour Milling Co. Religion-Episcopalian.

Mother's Mother--Louise Angel Wornock Hoardt, age 36. Height 5 ft. 3 in., weight 138 lbs. Eyes blue, hair brown. Nationality, Scotch-Irish; education, High School and a certificate in piano, having studied for some years in piano.

Teaches piano, teaches voice and trains choirs. Religion, Friends.

Baby's Father--Homer Hall, age 20. Height 5 ft. 8 in. Weight 154 lbs. Eyes brown, hair black. Nationality, English. Education, High School and $\frac{1}{2}$ year College. Vocation, Carpenter, Katy Railroad, and Oil field work. Religion, Baptist. Nice looking, yes, handsome. Nice teeth, dresses very well.

He comes from a family of two children and his family is well respected. He has one Uncle who is a Cashier in a Bank and one an Insurance man.

They kept company three years, were engaged, his people opposed the marriage.

Both her reports were negative.

Baby girl born August 21, 1939. 8 lbs. $2\frac{1}{2}$ oz.

I Certify that this is a true copy of the report of the Rest Cottage Association, Pilot Point, Texas.

(Notarial Seal)

Mary L. Dimaggio,

Notary Public.

Rev. John F. Roberts,
Superintendent

Evaline Wilson,
Office Secretary

Mrs. John F. Roberts,
Acting Asst. Superintendent

Rest Cottage Association

Established and Incorporated in 1903

For the Unwed Mother and Her Child

Board of Directors

Abilene District:

Rev. J. Walter Hall

E. H. Dodson

Arkansas District:

Mrs. Agnes Diffgr

Colorado District:

Mrs. Florence Davis

Dallas District:

Rev. I. C. Mathis

Mrs. Emma Irick

Louisiana District:

Rev. Elmer Dodd

New Mexico District:

Rev. R. C. Gunstream

Oklahoma District:

Rev. J. W. Short

Rev. W. A. Carter

San Antonio District:

Rev. J. C. Henson

Directors at Large

Dr. A. K. Bracken

Dr. B. F. Neely

Rev. Allie Irick

Rev. John F. Roberts

Mrs. John F. Roberts

Mrs. J. P. Roberts

Pilot Point References:

Pilot Point National Bank

Drs. Harris & Harris

J. S. Wilson,

Railroad Agent

Foxworth-Galbraith, Lbr. Co.

Pilot Point Post-Signal

J. Winston Peel, Mayor

J. L. Noel, Postmaster

Rest Cottage Association

Established and Corporated in 1903

For the Unwed Mother and Her Child

Pilot Point, Texas

September 4, 1939

Mrs. E. Nease

High Power Radio Station

Annapolis, Maryland

Dear Mrs. Nease:

I have just returned from my trip up in Michigan, Indiana, and Illinois. Had a good and prosperous trip for Rest Cottage, but I am very glad to be back home.

There were several babies born while I was gone, and in this group one little girl. She has a very fine background. Her mother's people are Quakers and of German and Scotch-Irish extraction. The baby was born August 21st, a full time baby, natural delivery. Has black hair and very likely will have brown eyes, however, they are dark blue now.

Now, we think this should make a very fine baby. It has possibilities of good strong body, a good mind, and of musical talent, as its mother sings and its maternal grand-parents were both musicians. We are giving you the first chance at this baby, and let us know at once

if you want it.

We have waited, as I have written you heretofore, for a real nice baby for your home, and now we feel sure that this is one of the best that we could hope to have.

But, you must be sure that you understand the Child Placing laws of your State, and that we will run no risk in any way in sending this baby into the state of Maryland. It seems to us that some assistant to the Chief in the Child Welfare Department should visit and approve your home before a child was sent there. You see, we cannot ignore these State Child Welfare Workers. We have to get our license to operate as a Child Placing Agency from the State officials, and if we should ignore any rules or laws of another state in the matter of Child Placing, it would reflect most unfavorably on us. So we want you to be sure of yourself, and have all legal matters in hands before you come. Mrs. E. Nease

We will be glad to keep this baby until everything is safely arranged, and do not fail us on this point.

Yours most sincerely,

Mrs. John F. Roberts.

I Certify that this is a true copy of a letter from the Rest Cottage Association, Pilot Point, Texas, addressed to Mrs. E. Nease, High Power Radio Station, Annapolis, Maryland.

(Notarial Seal)

Mary L. Dimaggio,

Notary Public.

Decree of Adoption Dec 12, 1939 --Filed Dec. 12" 1939.

This application being submitted and the petition and all the other proceedings being by the Court read and considered.

The Court being satisfied upon careful investigation that the best interests and welfare of the said Nithia Ann Robinson will be thereby promoted.

It is thereupon this 12th day of December in the year Nineteen hundred and thirty-nine by the undersigned, one of the Judges of this Court, and by the authority of this Court, adjudged, ordered and decreed that the said Nithia Ann Robinson be and she is hereby expressly declared the adopted child of the said Lacye Nease and Eunice Nease, his wife, with all the rights vouchsafed under the laws of the State of Maryland, and that the name of the said Nithia Ann Robinson be and the same is hereby changed from Nithia Ann Robinson to Carolyn Anne Nease.

And it is further ordered that the petitioners pay the costs of these proceedings to be taxed by the Clerk.

Ridgely P. Melvin,

Judge.

Carrie Kimpel and	:	No. 7934 Equity
Edward A. Kimpel, her husband.	:	In the Circuit Court for
vs.	:	Anne Arundel County
Gessina Hofmeister, widow	:	In the Circuit Court No. 2
John Hofmeister, Jr., unmarried,	:	of Baltimore City
Jean Hofmeister, and Lillian Hofmeister, his	:	
wife Katherine E. Schulbe and	:	
George P. Schulbe, her husband.	:	

Certified Copies --Filed December 28" 1939.

To The Honorable, The Judge of Said Court:

Your Orators complaining, says:

1. That William Hofmeister, late of Baltimore City, departed this life on or about the 4th day of April, 1937, leaving a Last Will and Testament, a certified copy of which is filed herewith and made a part hereof, and marked "Exhibit A"

2. That as will appear by reference to said Last Will and Testament, after various devises and bequests, the rest and residue of his estate was to be divided and distributed as follows:

1/4 to Carrie Kimpel
 1/4 to Katherine Schulbe
 1/12 to Gessina Hofmeister
 1/6 to John Hofmeister, Jr.
 1/6 to Jean Hofmeister
 1/12 to Lillian Hofmeister.

3. That among other assets, the said William Hofmeister in his lifetime was seized and possessed of certain leasehold properties, improved and unimproved fee-simple properties, ground rents and sub-ground rents, all of which are more particularly set out and described hereinafter.

4. That the Executors and Trustees under the said Last Will and Testament of William Hofmeister, deceased, applied to the Circuit Court #2 of Baltimore City to assume jurisdiction over the Estate which proceedings are titled "Carrie Kimpel, et al. vs. Katherine Schulbe et al."

all of which will more fully appeared by reference to that Court's Docket 1937, folio 505, etc.

5. That various necessary steps towards completion of the last mentioned proceedings have been taken, and the Auditor's Report and Account has now been filed. That in said Account there was audited and distributed

To Carrie Kimpel, a one-fourth undivided interest,
 " Katherine E. Schulbe, a one-fourth undivided interest,
 " Gessina Hofmeister, a one-twelfth undivided interest,
 " John Hofmeister, Jr., a one-sixth undivided interest,
 "Jean Hofmeister, a one-sixth undivided interest,
 " Lillian Hofmeister, a one-twelfth undivided interest,

and to the following leasehold and fee-simple properties, ground rents, and sub-ground rents;

Leasehold Property.

1423 E. Pratt Street, Baltimore, Md.

1425 E. Pratt street, Baltimore, Md.

Fee Simple Property

2615 Foerster avenue, Baltimore, Md.

1532-34 and 36 Thames street, Baltimore, Md. (1/2 interest)

1426 Ulrich Alley, Baltimore, Md.

923 Whitelock street, Baltimore, Md.

Lot of ground in Baltimore County beginning at the centre of a 30 ft Road about 554 ft. 7 in. south from the centre of Eastern avenue, fronting on said first mentioned Road about 220 ft thence easterly about 142 ft. to waters of Back River; thence on said waters to Benhoff's lot and thence binding thereon 160 ft. to the place of beginning.

Lot of ground in Baltimore County, being known as Lots Nos. 215 and 216, Section B, Chesapeake Terrace, which lot being 50 ft. front with an irregular depth.

Lot of ground in Anne Arundel County, beginning on the southwest side of Annapolis Boulevard, fronting thereon 458 ft.; thence in a westerly direction 210 ft., thence in a northerly direction 369.4 ft., thence in an easterly direction 227.7 ft., comprising about 2 acres,

901-3-5 Whitelock street, Baltimore, Md.

Ground Rents.

An annual ground rent of \$60.00 issuing out of property known as No. 8 S. Ann Street, Baltimore, Md.

An annual ground rent of \$48.00 issuing out of property known as No. 1305 Ashland avenue, Baltimore, Md.

An annual ground rent of \$120.00 issuing out of property known as No. 2025 E. Baltimore st., Baltimore, Md.

An annual ground rent of \$60.00 issuing out of property known as No. 1400 Bank Street, Baltimore, Md.

An annual ground rent of \$42.00 issuing out of property known as No. 1402 Bank Street, Baltimore, Md.

An annual ground rent of \$48.00 issuing out of property known as No. 1516 Bank street, Baltimore, Md.

An annual ground rent of \$15.00 issuing out of property known as No. 623 S. Bethel street, Baltimore, Md.

An annual ground rent of \$36.00 issuing out of property known as No. 1803 N. Bethel street, Baltimore, Md.

An annual ground rent of \$36.00 issuing out of property known as No. 1805^{N.}/Bethel street, Baltimore, Md.

An annual ground rent of \$45.00 issuing out of property known as No. 534 N. Bond street, Baltimore, Md.

An annual ground rent of \$75.00 issuing out of property known as No. 1204 N. Caroline street, Baltimore, Md.

An annual ground rent of \$36.00 issuing out of property known as No. 1033 S. Conkling street, Baltimore, Md.

An annual ground rent of \$36.00 issuing out of property known as No. 1017 S. Conkling

street, Baltimore, Md.

An annual ground rent of \$36.00 issuing out of property known as No. 235^{S.}/Eden street, Baltimore, Md.

An annual ground rent of \$40.00 issuing out of property known as No. 2617 Foerster avenue, Baltimore, Md.

An annual ground rent of \$60.00 issuing out of property known as Nos. 419^{and 421.}/N. Fremont street, Baltimore, Md.

An annual ground rent of \$60.00 issuing out of property known as No. 6500 Hudson street, Baltimore, Md.

An annual ground rent of \$108.00 issuing out of property known as No. 401 E. Lafayette Avenue, Baltimore, Md.

An annual ground rent of \$120.00 issuing out of property known as No. 1521 Lancaster street, Baltimore, Md.

An annual ground rent of \$41.74 issuing out of property known as No. 1173 E. Lombard street, Baltimore, Md.

An annual ground rent of \$41.74 issuing out of property known as No. 1171 E. Lombard street, Baltimore, Md.

An annual ground rent of \$41.74 issuing out of property known as No. 1169 E. Lombard street, Baltimore, Md.

An annual ground rent of \$91.87 $\frac{1}{2}$ issuing out of property known as No. 1316 Mosher street, Baltimore, Md.

An annual ground rent of \$72.00 issuing out of property known as No. 808 Pontiac avenue Baltimore, Md.

An annual ground rent of \$30.00 issuing out of property known as No. 1502 E. Pratt street Baltimore, Md.

An annual ground rent of \$48.00 issuing out of property known as No. 1527 E. Pratt street, Baltimore, Md.

An annual ground rent of \$60.00 issuing out of property known as No. 436 W. 23rd. street, Baltimore, Md.

An annual ground rent of \$30.00 issuing out of property known as No. 137 N. Wolfe street, Baltimore, Md.

An annual ground rent of \$155.00 reduced from \$230.00, issuing out of lot of ground in Baltimore County on the centre of a 30 ft. Road 254 ft. 7 in. south from the centre of Eastern avenue, fronting 150 ft. on said avenue with an irregular depth to the waters of Back River.

An annual ground rent of \$30.00 issuing out of a lot of ground in Anne Arundel County, on Stoney Creek, known as Lots 7 and 8, Block D, Armiger's Addition to Green Haven.

An annual ground rent of \$48.00 issuing out of property known as No. 4700 O'Donnell street, Baltimore, Md.

Sub-Ground Rents

An annual sub-ground rent of \$60.00 issuing out of property No. 1337 N. Fremont street, Baltimore, Md.

An annual sub-ground rent of \$23.00 issuing out of property No. 516 S. Patterson Park avenue, Baltimore, Md.

6. That the aforementioned leasehold and fee-simple properties, ground rents and sub-ground rents, cannot be divided without loss or injury to the parties in interest, and it is therefore necessary that this Court decree a partition of said property and ground rents and decree a sale thereof and a division of the money arising from such sale among the parties according to their respective rights.

7. That the Auditor's Report aforementioned also shows a distribution to the persons hereinbefore named in paragraph 5, giving them the same fractional undivided interests in the following mortgages, stocks and bonds:

Mortgages.

Mortgage on No. 1105 Pennsylvania ave., Baltimore, Md.	\$1671.78
" " Nos. 836-39 Rutland avenue and 1800 Ashland avenue, Baltimore, Md.	9050.00
" " Nos. 109-11-13 South street, Baltimore, Md.) 8-10-12 W. Barre street, " ") No. 120 S. Calvert street, " ")	19,400.00
" " " 2207 E. Baltimore St. Baltimore, Md.	2,750.00
" " " 3917 Norfolk ave., Baltimore, Md.	1,614.30
" " " 1421 E. Baltimore, st., Baltimore, Md.	4,000.00
" " " 3244 Eastern avenue, and 420 N. Clinton street, Baltimore, Md.	6,500.00
" " " 1703 Gough street, Baltimore, Md.	297.05
" " " 1217-19 E. Preston st., Baltimore, Md.	4,500.00
Second Mortgage on 4301 Pimlico Road, Baltimore, Md.	1,750.00

Bonds

\$1000. Mobile Gas Service Corporation 1st Mtge. Income bond, series due October 1, 1956.	
\$1000. Central Gas & Elec. Co. 6% bond, due March 1, 1946.	
\$2000. Central Gas & Elec. Co. Coll. Trust Sinking Fund Gold Bonds, 6% 1st lien due March 1, 1946.	
\$1000. Central States Edison 3% fixed interest Bonds, due March 1, 1950.	
\$1000. Republic of Peru. 6% bonds, due December 1, 1960.	

Stocks.

500 Shares American Brewy Co. Inc., Capital stock par \$2.00	
170 Shares The Arundel Corporation, no par.	
100 Shares Auto Cruiser Co. of America, Inc., common, par \$10.00.	
83 Shares The Equitable Trust Co. of Baltimore	
500 Shares The Interstate Amiesite Co., Del., common, no par.	
200 Shares Interstate Home Equipment Co., Inc., Del., common, par \$1.00	
32 Shares Lincoln Service Corp., Del., 7% Cum. Preferred, par \$50.00	
200 Shares The Mar Tex Oil Co., Class "A" common par \$1.00.	

12 Shares New England Gas & Elec. Assn., \$5.50 preferred, dividend series.

17 Shares Railroad Employees Corp., Class "A" common no par.

34 Shares Railroad Employees Corp., Div. 80¢ per share per annum, cum.

130 Shares Universal Corporation, Voting Trust Certificates.

100 Shares Central States Edison Capital, par \$1.00.

50/400,000 Certificate of Beneficial Interest of The Merchants National Bank, dated ^{June} 30, 1938.

8. That by reason of the diverse interests of the various Defendants among themselves and with your Orators, it is and will be impossible to reach an agreement regarding the method of disposition of the securities hereinbefore mentioned, or as to the designation of any particular person or agency to take charge of the aforementioned mortgages and collect payments due thereunder and enforce the other legal rights of your complainants and the defendants nor is it possible to harmoniously reach a unanimous agreement as to the advisability of retaining or disposing of certain or all of the securities and mortgages.

9 That in this situation, it is absolutely necessary for the protection and welfare of all of the parties in interest, that a Trustee be appointed by this Court to take possession and control over the aforementioned securities and mortgages and retain or dispose of them subject to the order of this Honorable Court, and if the latter divide the money arising from such sale among the parties according to their respective rights.

10. That the aforementioned securities and mortgages cannot be divided without loss or injury to the parties interested, and it becomes necessary to invoke the aid of this Court to properly control and distribute said assets.

To The End, Therefore:

A. That a decree may be passed by this Honorable Court for a partition of the leasehold property, fee-simple property, ground rents and sub-ground rents mentioned in this Bill of Complaint, among the persons entitled thereto according to their respective interests therein.

B. That a decree may be passed by this Honorable Court for a sale of the leasehold properties, fee-simple properties, ground rents, and subground rents mentioned in this Bill of Complaint, and a divison of the money arising from such sale or sales be made among the parties according to their respective rights.

C. That a Trustee may be appointed by this Honorable Court to take possession and control of the mortgages and securities mentioned in this Bill of Complaint, subject to the further orders of this Court.

D. That a decree may be passed by this Honorable Court for a sale of the mortgages and securities mentioned in the Bill of Complaint, and a divison of the money arising from such sale or sales be made among the parties according to their respective rights.

E. That your Orators may have such other and further relief as their case may require.

May it Please Your Honor to grant unto your Orators the Court's Writ of Subpoena directed to the Defendants, warning them to be and 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 may have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.

Rome & Rome
Solicitors for Complainants.

Carrie Kimpel
Edward A. Kimpel
Complainants.

State of Maryland; Baltimore City: To Wit:

I hereby certify that on this 15th day of September, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Carrie Kimpel and Edward A. Kimpel, her husband, 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, information and belief.

As witness my hand and notarial seal.

(Notarial Seal)

Grace L. Boehl
Notary Public.

Upon the foregoing Bill of Complaint and Exhibit it is this 15th. day of September, 1938, Ordered that the Defendants herein show cause, if any they may have, on or before the 24th day of September, 1938, why the relief prayed for in said Bill of Complaint should not be granted provided a copy of this Court be served upon them on or before the 19th. day of September, 1938.

Rowland K. Adams,
Judge.

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 Bill of Complaint for Partition filed the 15th. day of September, 1938; in the case of Carrie Kimpel et al vs. Gessina Hofmeister, widow, et al. 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 12th day of December, A. D. 1939

(Corporate Seal)

Charles A. McNabb
Clerk.

LAST WILL AND TESTAMENT OF WILLIAM HOFMEISTER.

I, William Hofmeister, of the City of Baltimore, State of Maryland, being of sound and disposing mind memory and understanding do make this as and for my last Will and Testament, hereby revoking any and all other Wills and Codicils by me heretofore made.

First: I direct my Executors hereinafter named, their survivors survivor and successor, to pay all my just debts, and also to expend a sum of money which in their discretion may seem proper for the payment of my funeral expenses. After the payment of my just debts and funeral expenses, I give, devise and bequeath as follows:

- A. To my daughter, Carrie Kimpel, the sum of Ten Thousand dollars, (\$10,000.00).
- B. To my daughter, Katherine E. Schulbe, the sum of Ten Thousand Dollars, (\$10,000.)
- C. To my son-in-law, Robert L. French, the sum of One Thousand dollars (\$1,000).
- D. To the Hospital for Consumptives, Eudowood Sanatorium, Baltimore, County, Maryland, the sum of Two Hundred Dollars (\$200.00).
- E. To the General German Orphans Association of Maryland, Catonsville, Maryland, the sum of One Hundred Dollars (\$100).
- F. To the Augusburg Home for Orphans & Aged, Campfield Road, Baltimore, Maryland, the sum of One Hundred Dollars (\$100).
- G. To the Little Sisters of the Poor, Valley and Biddle Streets Baltimore, Maryland, the sum of One Hundred Dollars (\$100).
- H. To the Johns Hopkins Colored Orphans Association of Baltimore, the sum of One Hundred

Dollars (\$100).

- I. To the Baltimore Eastern Dispensary, 1300 E. Baltimore Street, Baltimore, Maryland, the sum of One Hundred Dollars (\$100).
- J. To the Associated Jewish Charities, the sum of One Hundred Dollars (\$100).
- K. To the German Aged People's Home, Baltimore & Payson Streets, Baltimore, Maryland, the sum of One Hundred Dollars (\$100).
- L. To the Lutheran Inner-Mission Society, 509 Park Avenue, Baltimore, Maryland, the sum of One Hundred Dollars (\$100).
- M. To Ollie Wise, the sum of One Hundred Dollars (\$100). provided she is still in the employ of my daughter, Carrie Kimpel, or in my employ at the time of my death.
- N. I give, devise and bequeath to Carrie Kimpel, George P. Schulbe, Morria A. Rome and Frederick H. Henninghausen, Trustee, their survivors, survivor or successors, In Trust and Confidence, all shares of stock which at the time of my death I may own in any motion picture corporations operating in Baltimore City, and all mortgages to which at the time of my death I may have title, which are secured by any motion picture theatre or theatres in the City of Baltimore.

Said Trustees are authorized to hold said shares of stock and mortgages for a period of not more than five years from the date of my death; the net income received from said shares of stock and mortgages, after the payment of all proper and legal charges, shall be distributed in the same proportion to those entitled under the residuary clause in this my Last Will and Testament, at such time as shall be deemed proper by my said Trustees. My Trustees, their survivors or successors, are authorized at any time during the period of the Trust to consent to and execute the papers which may be necessary for any consolidation, merger, lease or sale, of any of the said motion picture corporations in which I may own stock at the time of my death, to the end and effect that the said Trustees, their survivors, survivor or successors, shall have the same power of voting said stock which I, if living, might have. The Trustees, their survivors, survivor or successors are also authorized at any time, without application to the Orphans' Court of Baltimore City or any other Court, to sell for cash or on credit, to assign, mortgage, exchange, partition or divide any parts or part of the said mortgages and / or stock, or any other part of said trust property, or any interest or estate therein, upon such terms and for such prices as they may think proper, and in such manner that the purchaser or purchasers need not see to the application of the purchase money, and to invest and re-invest the proceeds of any sale or sales of any part or parts of said trust estate.

In exercising any of the powers given to my said Trustees, their survivors, survivor or successors, I direct that the action of the majority of my said Trustees shall be binding upon all and shall constitute a valid exercise of the powers herein set forth. At the expiration of the Trust hereby created, all shares of stock and mortgages and accrued or accruing income, or payments on account of principal of mortgages not already distributed, and any and all other assets which may be part of my said estate so held in trust at that time, shall be distributed according to the provisions of my Will governing the rest and residue of my estate.

All the rest, residue and remainder of my estate, real, personal or mixed, which at the time of my death I may own, or in which I may have any right, title or interest, I direct my Executors, their survivors, survivor or successor to divide into four equal parts.

I direct my said Executors, their survivors, survivor or successors, to pay and transfer

one of said parts, and all accrued, accruing and unpaid income of such part, unto my daughter, Carrie Kimpel, absolutely.

I direct my said Executors, their survivors, survivor or successors, to pay and transfer one of said parts, and all accrued accruing and unpaid income of such part, unto my daughter, Katherine E. Schulbe, absolutely.

I direct my said Executors, their survivors, survivor or successors, to pay and transfer one of said parts, and all accrued accruing and unpaid income of such part, as follows: one-third thereof to Gessina Hofmeister, the widow of my son, John S. Hofmeister, absolutely; the remaining two-third of said part, I give, devise and bequeath unto John Hofmeister, Jr., absolutely.

I direct my said Executors, their survivors or survivor or successors, to pay and transfer the last of said parts, and all accrued, accruing and unpaid income of such part as follows: two-thirds thereof to my grandson, Jean Hofmeister, absolutely; and the remaining one-third of said part to Lillian Hofmeister, wife of my grandson, Jean Hofmeister, absolutely.

I authorize my said Executors and Trustees, their survivors survivor and successors, whenever and as often as in their judgment and discretion it is desirable and proper for the interest of my estate to do so, to pay any and all of the bequests herein named, by giving and transferring to the respective persons thereto entitled hereunder, real or leasehold property, or any interest or estate therein, personal property, mortgages, chattels, choses in action, or in possession, or any kind of property belonging to my estate, at the value thereof, as shown by my books or by the books of any of the companies of which I am a stockholder or otherwise interested, or at the value thereof, which shall be determined by my Executors or my said Trustees, their survivors, survivor and successor, and such transfers at such values shall be final, binding and conclusive upon the parties entitled hereunder as fully and to the same extent as if such payments had been made in cash.

And I further empower my said Executors and my said Trustees, their survivors, survivor and successor, without application to the Orphans' Court of Baltimore City, or any other Court, to sell for cash, or on credit, to lease, assign, mortgage, exchange, partition or divide any parts or part of my property or estate, or any interest or estate therein, upon such terms and for such prices as they may wish, so that the purchasers need not see to the application of the purchase money.

And I direct my said Executors and my said Trustees, their survivors, survivor and successor, to pay and transfer all monies and properties passing hereunder to each person entitled thereto, and not into the hands of anyone else for him or her, whether claiming by voluntary or involuntary alienation, legal process, operation of law, by the acts or authority of the parties or otherwise, or in any other manner, so that such monies and property or any part or parts thereof, or any interest or estate therein, cannot be subjected to the claims of creditors or assignees, but must always be paid and handed over to and into the hands of each person entitled thereto hereunder.

I hereby empower my said Executors and my said Trustees, their survivors, survivor or successors, to carry on any and all business I may be carrying on or interested in at my death, to incorporate my business or to join in the corporation of any business in which I may be interested in whole or in part, and to take such shares of the capital stock for such part thereof, preferred or common, cumulative or non-cumulative, par or not par, voting or not voting, as they

their survivors, survivor or successor, may think proper -- in full payment for every and all such part or parts of any business assets.

I appoint Carrie Kimpel, George P. Schulbe, Morris A. Rome, and Fred Rick H. Hennighausen, each of the City of Baltimore, State of Maryland, as Executors of this, my Last Will and Testament.

If the said George P. Schulbe be not living at the time of my death, then I request that Katherine E. Schulbe shall act in his place as Executrix of this My Last Will and Testament. And I further request that my Executors be excused of the necessity of giving bond for their faithful performance as such.

In Testimony Whereof, I have hereunto set my hand and seal this 30th. day of July, 1935.

William Hofmeister (Seal)

Signed, Sealed, Published Pronounced and Declared, by the above named Testator, William Hofmeister, as and for his Last Will and Testament, in the presence of us, who, at his request, in his presence, and in the presence of each other, have hereunto subscribed out names as witnesses.

Grace L. Boehl

3023 Weaver Avenue

Edward R. Young

213 N. Calvert St.

Baltimore City, ss.

On the 28th. day of April, 1937 came Frederick H. Hennighausen, and made oath in due form of law, that he does not know of any Will or Codicil of William Hofmeister late of said City, deceased, other than the above instrument of writing, and that he received the same from the Testator at the time of its execution and retained the same in his custody until filed in Court this day. That the next of kin know of the contents of said Will and that the said Testator departed this life on the 21st. day of April, 1937

Sworn to in open Court.

Test:

John H. Bouse

Register of Wills for Baltimore City.

Baltimore City, ss.

On the 28th. day of April, 1937, came Grace L. Boehl and Edward R. Young, the two subscribing witnesses to the foregoing last Will and Testament of William F. Hofmeister, late of said City, deceased, and made oath in due form of law, that they did see 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, 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 Test:

John H. Bouse

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 William Hofmeister, late of Baltimore City, deceased, and also evidence adduced as to its validity, Orders and Decrees, this 28th, day of April, 1937, that the same be admitted in this Court as

the true and genuine last Will and Testament of the said William Hofmeister deceased.

(Philip L. Sykes
(Corporate Seal) Judges (Leo J. Cummings
(Isaac S. Field

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 foregoing is a true and full copy of the Last Will and Testam~~ent~~nt of William Hofmeister, late of said City, deceased, together with the proofs and probate thereof, etc., taken from the Original, filed 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 ~~affix the Seal of said Court and~~ office, this 1st. day of May, in the year of our Lord nineteen hundred and thirty seven

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

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 Exhibit A. filed the 15th. day of September, 1938.

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 12th day of December, A. D. 1939.

(Corporate Seal) Charles A. McNabb
Clerk.

To The Honorable, The Judge of Said Court:

The Answer of Katherine E. Schulbe and George P. Schulbe, her husband, to the Bill of Complaint heretofore filed in the above-entitled case, respectfully represents:

1. Answering paragraphs one, two, three and four of said Bill of Complaint, Your Respondents admit the matters and facts therein set forth.
2. Answering paragraph five of said Bill of Complaint, Your Respondents say that said Auditors Report and Account therein referred to has been finally ratified and confirmed by this Honorable Court on the 27th day of January, 1939, in which account distribution was made as set forth in said paragraph five; that an assignment from the Executors and Trustees of the Estate of William Hofmeister, deceased, to the said Carrie Kimpel, Katherine E. Schulbe, Gesina Hofmeister, John Hofmeister, Jr., Jean Hofmeister and Lillian Hofmeister, his wife, has been duly executed and recorded, which assignment conveys unto said Assignees their distributive shares in the leasehold properties, sub-ground rents and mortgages.
3. Answering the sixth paragraph of said Bill of Complaint, Your Respondents admit that the leasehold and fee simple properties, ground rents, sub-ground rents are not susceptible of division in kind among the parties entitled thereto, in accordance with their distributive shares, and that therefore a sale in lieu of partition in kind is necessary.
4. Answering papagraphs seven, eight, nine and ten, Your Respondents allege that the Auditor's Account aforesaid distributes undivided interests in mortgages, stocks and bond, as therein set forth, but that the stocks and bonds are susceptible of division in kind, and as a matter

of fact the greater part thereof have already been divided among the parties entitled thereto, and that the balance thereof are in the hands of the transfer agents for transfer; that therefore there is no necessity for the sale of the stocks and bonds.

Further answering said paragraphs, Your Respondents admit that a division in kind of the ground rents, fee simple properties, leasehold properties, sub-ground rents and mortgages is not possible, and that therefore it is advisable, desirable and necessary that a sale, in lieu of partition, be made of said ground rents, fee simple properties, leasehold properties, sub-ground rents and mortgages, and distribution made of the proceeds arising therefrom to the parties hereto, according to their respective rights therein. Your Respondents consent to the passage of a Decree for the sale of the leasehold properties, fee simple properties, ground rents, sub-ground rents, and mortgages mentioned in said Bill of Complaint. Your Respondents further consent to the appointment of a Trustee or Trustees, for the purpose of making such sale or sales.

And having thus fully answered, Your Respondents beg to be hence dismissed with their costs.

Frederick H. Hennighausen

Attorney for Katherine E. Schulbe and

George P. Schulbe, her husband.

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 Answer to Bill of Complaint filed the 27th 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 12th day of December, A. D. 1939

(Corporate Seal)

Charles A. McNabb,
Clerk.

Docket 47 A. Folio 347 No. 23362 A

To The Honorable The Judge of Said Court:

The joint and several Answer of Jean Hofmeister and Lillian Hofmeister, his wife, two of the Respondents in the above cause, to the Bill of Complaint against them and others in this honorable Court exhibited. These Respondents, answering, say:

1. That these respondents admit the allegations contained in the first, second, third and fourth paragraphs of the Bill of Complaint.

2. That these Respondents admit the allegations contained in the fifth paragraph of the Bill of Complaint but for more particularity these Respondents refer to the auditors' first report and account mentioned in said paragraph. Further answering said paragraph these Respondents are advised and therefore aver that an assignment from the Executors and Trustees of the Estate of William Hofmeister, deceased, to the said Carrie Kimpel, Katherine E. Schulbe, Gessina Hofmeister, John Hofmeister, Jr., Jean Hofmeister and Lillian Hofmeister, his wife, has been duly executed and recorded, which assignment conveys unto said assignees their undivided distributive shares in the leasehold properties, fee-simple properties, ground rents, sub-ground rents and mortgages.

3. That in answering paragraph 6 these Respondents admit that the leasehold and fee sim-

ple properties, ground rents and sub ground rents are not susceptible of division in kind among the parties entitled thereto and it is therefore necessary that this Court decree a sale in lieu of partition of said properties.

4. That these Respondents admit the allegations contained in paragraph 7 of the Bill of Complaint but for more particularity they refer to the auditor's report and account mentioned in said paragraph.

5. That these Respondents in answering paragraphs 8, 9 and 10 of the Bill of Complaint say that the stocks, bonds and mortgages mentioned in said paragraphs are distributed in undivided interests as set forth in the auditor's account but that the stocks and bonds are susceptible of division in kind and the majority thereof has been divided among the parties entitled thereto and the balance is now in the hands of the transfer agent for transfer and therefore these Respondents deny that it is necessary to decree a sale of said securities. Further answering said paragraphs these Respondents admit that the mortgages mentioned therein cannot be divided without loss or injury to the parties interested and it is therefore necessary that this Court decree a sale in lieu of partition of said mortgages.

6 Further answering the Bill of Complaint as a whole these Respondents admit that a division in kind of the ground rents, fee simple properties, leasehold properties, sub ground rents and mortgages is not possible and that therefore it is advisable, desirable and necessary that a sale in lieu of partition be made of said ground rents, fee simple properties, leasehold properties, ground rents and mortgages and a distribution made of the proceeds arising therefrom to the parties hereto according to their respective rights therein. These Respondents consent to the passage of a decree for the sale of the leasehold properties, fee simple properties ground rents, sub-ground rents and mortgages mentioned in said Bill of Complaint and further consent to the appointment of a Trustee or Trustees for the purpose of making such sale or sales. And further answering these Respondents pray to be dismissed hence with their costs

And as in duty bound, etc.

Raymond S. Williams
Solicitors for Jean Hofmeister
and Lillian Hofmeister, his wife.

Jean Hofmeister
Lillian Hofmeister
Respondents.

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 Answer of Jean Hofmeister and Lillian Hofmeister, his wife filed the 3rd. day of May, 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 12th day of December, A. D. 1939

(Corporate Seal)

Charles A. McNabb
Clerk.

To the Honorable, the Judge of said Court:

The joint and several answer of Gesina Hofmeister, erroneously referred to in the above caption as Gessina Hofmeister, and John Hofmeister, Jr., two of the Defendants in the above cause to the Bill of Complaint against them and others in this Honorable Court exhibited, and leave to file the said answer having been heretofore granted by the Court.

1. That they and each of them admit the allegations set forth in the first paragraph of

said Bill of Complaint.

2. That they and each of them admit the allegations set forth in the second paragraph of said Bill of Complaint.

3. That they and each of them admit the allegations set forth in the third paragraph of said Bill of Complaint.

4. That they and each of them admit the allegations set forth in the fourth paragraph of said Bill of Complaint.

5. That they and each of them admit the allegations set forth in the fifth paragraph of said Bill of Complaint.

6. That they and each of them admit the allegations set forth in the sixth paragraph of said Bill of Complaint.

7. That they and each of them admit the allegations set forth in the seventh paragraph of said Bill of Complaint.

8. That they and each of them deny the allegations set forth in the eighth paragraph of said Bill of Complaint.

9. That they and each of them deny the allegations set forth in the ninth paragraph of said Bill of Complaint.

10. That they and each of them deny the allegations set forth in the tenth paragraph of said Bill of Complaint.

11. Answering further the said Bill of Complaint these Defendants and each of them aver that they consent to the relief prayed for in paragraph "A" and "B" of the prayers for relief in said Bill of Complaint; that they do not consent to the relief prayed for in paragraph "C" of the prayers for relief set forth in said Bill of Complaint and that in connection with the relief prayed for in paragraph "D" of the prayers for relief, they consent to the sale of the mortgages and the division of the proceeds thereof amongst the parties entitled thereto, but they aver that the securities are readily susceptible of division in kind and that such division should be made.

And having answered fully all of the allegations of said Bill of Complaint they pray to to be dismissed hence with their costs of suit.

And as in duty bound, etc.

Gesina L. Hofmeister

John S. Hofmeister,

Two of the Defendants.

Daniel S. Sullivan, Jr.

Daniel S. Sullivan

Solicitors for Gesina Hofmeister

and John Hofmeister, Jr., two of the
Defendants.

State of Maryland, City of Baltimore, SS:

I, Charles A. McNabb, Clerk of the Circuit No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Answer; filed the 18th. 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 12th day of December, A. D. 1939.

(Corporate Seal)

Charles A. McNabb
Clerk.

Upon consideration of the Bill of Complaint herein, the answers of the Defendants thereto, consenting to the passage of a Decree, and for the granting of the relief therein prayed, and all the other proceedings being by the Court read and considered:

It Is Thereupon this 11th day of May, 1939, by the Circuit Court No. 2 of Baltimore City, ADJUDGED, ORDERED AND DECREED, that the fee simple and leasehold properties and mortgages mentioned in the proceedings be sold, and that Kenneth H. Ekins, Daniel S. Sullivan, Morris A. Rome and Frederick H. Hennighausen be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceeding shall be as follows: they shall first file with the clerk of this Court, a bond of the State of Maryland, executed by themselves, and a surety or sureties to be approved by this Court, in the penalty of Fifty thousand 00/100 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 daily newspaper or newspapers published in the City of Baltimore, as they shall think proper, of the time, place, manner and terms of sale, which shall be for cash, and as soon as may be convenient after such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money, (and not before) the said Trustees shall, by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Complainants and Defendants, and those claiming by, from or under them or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court after deducting the costs of this suit, and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

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 and Decree signed the 11th. day of May, 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 12th day of December, A. D. 1939

(Corporate Seal)

Charles A. McNabb

Clerk.

To The Honorable, The Judge of Said Court:

The Petition of Katherine E. Schulbe respectfully represents:

1. That on the Bill of Complaint heretofore filed, and answers of the defendant therein, consenting to the passage of a Decree, Kenneth H. Ekin, Daniel S. Sullivan, Morris A. Rome and Frederick H. Hennighausen were appointed Trustee to make sale of the properties therein mentioned, which Decree provides for a sale at public sale.

2. That the Trustees are able to make sale at private sale of some of the properties de-

creed to be sold, for more money than could be obtained at public sale, and that accordingly it would be advisable that the Decree be modified authorizing the Trustees therein to make sale, at either public or private sale.

TO THE END THEREFORE,

A. That this Honorable Court may amend the Decree heretofore passed and authorize the Trustees therein appointed also to make sale at private sale.

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

And as in duty bound, etc.,

Frederick H. Hennighausen
Solicitor for Petitioner.

The undersigned, Solicitors for all the parties in interest, consent to the passage of an Order Modifying the Decree as herein prayed.

Morris A. Rome
Attorney for Carrie Kimpel.

Daniel S. Sullivan
Attorney for John S. Hofmeister
and Gesina Hofmeister.

Raymond S. Williams.
Attorney for Jean Hofmeister and
Lillian Hofmeister, his wife.

Upon the foregoing Petition and Consent, it is thereupon this 30th day of June, 1939, by the Circuit Court No. 2 of Baltimore City, Adjudged, Ordered And Decreed, that the Decree hereinbefore passed, dated May 11 1939, appointing Kenneth H. Ekin, Daniel S. Sullivan, Morris A. Rome and Frederick H. Hennighausen, as Trustees, be and the same is hereby amended, and said Trustees are hereby further authorized to make sale of the fee simple leasehold properties and mortgages at private sale.

Rowland K. Adam.

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 Petition and Order of Court thereon signed the 30th. day of June, 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 12th day of December, A. D. 1939.

(Corporate Seal)

Charles A. McNabb
Clerk.

*For further proceedings in this case see
diber J. H. H. No. 48 - folio 454 to 455 inclusive.*

Carrie Kimpel, George P. Schulbe, Carrie	:	No. 7935 Equity
Kimpel, George P. Schulbe, Morris A. Rome and Freder-		In the Circuit Court for
ick H. Hennighausen, Executors and Trustees under	:	Anne Arundel County.
the Last Will and Testament of William Hofmeister,		
deceased,	:	In The Circuit Court No. 2
vs.	:	of
Katherine E. Schulbe, wife of George P. Schulbe;		Baltimore City.
Edward Kimpel, husband of Carrie Kimpel; Robert L.	:	
French, Gessina Hofmeister, Widow, John Hofmeister,		
Jr.; unmarried, Jean Hofmeister and Lillian Hofmeister,	:	
his wife;	:	
Hospital for Consumptives, Eudowood Sanatorium,	:	
General German Orphans Association,	:	
Augsburg Home for Orphans and Aged,	:	
Little Sisters of the Poor,	:	
Johns Hopkins Colored Orphans' Association,	:	
Baltimore Eastern Dispensary,	:	
Associated Jewish Charities,	:	
German Aged People's Home,	:	
Lutheran Inner-Mission Society,	:	
Ollie Wise.	:	

Enf

Certified Copies --Filed December 28th., 1939.

To The Honorable, The Judge of Said Court:

The Bill of Complaint of Carrie Kimpel, George P. Schulbe, both individually; Carrie Kimpel, George P. Schulbe, Morris A. Rome and Frederick H. Hennighausen, Executors and Trustees of the Last Will and Testament of William Hofmeister, deceased, respectfully represents unto Your Honor:

1. That William Hofmeister, late of Baltimore City, State of Maryland, departed this life on or about the 21st day of April, 1937, leaving a Last Will and Testament duly executed to pass real and personal property in this City; that the said Will was duly admitted to probate by the Orphans' Court of Baltimore City, and is now of record in the Office of the Register of Wills of Baltimore City of Wills Liber J. H. B. No. _____folio ____: that Letters Testamentary thereon have been granted by said Court on or about the 28th day of April, 1937 unto Carrie Kimpel, George P. Schulbe, Morris A. Rome and Frederick H. Hennighausen, all of which more fully appear by reference to certified copies of said Will and Probate of Letters Testamentary herewith filed as part hereof, and marked "Plaintiffs' Exhibits A and B" respectively.

2. That thereafter the said Carrie Kimpel, George P. Schulbe, Morris A. Rome and Frederick H. Hennighausen duly qualified as such Executors, and filed their approved Bond as such, and now are discharging the duties of their office.

3. That on or about the 12th day of August, 1937, the said Carrie Kimpel, George P. Schulbe, Morris A. Rome and Frederick H. Hennighausen, Executors, filed an Inventory of each of the real and personal estate of said decedent, and also a List of Debts; that the Inventories include the following items:

Real Estate	\$166,006.54
Personal Estate	85,772.82
List of debts	<u>337,503.97</u>
Totaling in all	\$589,283.33

A certified copy of the Inventory of the real estate, of the personal estate, and of the list of debts is filed herewith, marked respectively "Plaintiffs' Exhibit C, D and E".

4. That the said Testator, by paragraph N of his Last Will and Testament, gave, devised and bequeathed unto Carrie Kimpel, George P. Schulbe, Morris A. Rome and Frederick H. Hennig-hausen, as Trustees, all shares of stock held by him at his death in any motion picture cor-poration operated in Baltimore City, and all mortgages held by him secured by motion picture theatre or theatres in the City of Baltimore, and that by said paragraph of said Will, the Trustees were authorized to hold said shares of stock and mortgages for a period of not more than five years from the date of his death, and make distribution of the net income to those entitled under the residuary clause of the Last Will and Testament aforesaid, at such time as shall be deemed proper by said Trustees, and at the expiration of the trust to make distribu-tion of the corpus to those so entitled under the residuary clause; that by the residuary clause of said Will, the remainder of the estate is to be divided into four equal parts, one of which parts is to be paid unto the daughter of the testator, Carrie Kimpel; another of said parts is to be paid unto a daughter of said testator, Katherine E. Schulbe; another of said parts is to be paid as follows: one-third thereof to Gessina Hofmeister, widow of a deceased son of the decedent, John S. Hofmeister; the remaining two-thirds of said part is to be paid to John Hofmeister, Jr., absolutely; the last of said parts is to be paid as follows: two-thirds thereof to the grandson of the decedent, Jean Hofmeister; and the remaining one-third to Lillian Hofmeister, wife of the said Jean Hofmeister.

5. That by the various provisions of his Will, the said William Hofmeister bequeathed specific cash legacies to his daughter, Carrie Kimpel; to his daughter, Katherine E. Schulbe; his son-in-law, Robert L. French; to the Hospital for Consumptives, Eudowood Sanatorium; to the General German Orphans Association of Maryland; to the Augsburg Home for Orphans & Aged; to the Little Sisters of the Poor; to Johns Hopkins Colored Orphans Association; to the Bal-timore Eastern Dispensary; to the Associated Jewish Charities; to the German Aged People's Home; to the Lutheran Inner-Mission Society; and to Ollie Wise.

6. Your Orator further show, as the total value of the estate of their testator is large, the Estate Taxes due to the Federal and State Governments will be great; their payment will re-quire sale of many of the properties included in such estate; that the Ground Rents, parts thereof, not only are more readily saleable, but can be sold now at much better prices, more nearly their respective values under normal condition, than would be realized by the sales of the houses and mortgages included in said estate. For Your Orators either to select the kinds of property in said Estate to be sold to pay the cash bequests in their Testator's said Will; or to determine under the provision of said Will which, if any, of said bequests shall be paid in "personal property, mortgages, chattels, choses in action or in possession, or any kind of property", requires the exercise of a discretion by the Executors and Trustees named in said Will, which perhaps neither office can exercise alone, but which both must exercise jointly; and as the said Orphans' Court does not have jurisdiction over Trust Estates, Your Orators, as Trustees, are entitled in the exercise of such discretion to have the protection which they

can get only in a Court of Equity.

Your Orators further show that of the mortgages forming part of said estate, many have long since matured by afflux of time; others have matured through default in the covenants or conditions thereof; some of such mortgages now are being foreclosed; in each above instance, Your Orators are entitled to the advice and protection of a Court of Equity, when dealing with the many and intricate questions arising in the administering of the offices of Executors and of Trustees, which questions include the following: (1) whether or not, in view of present depressed conditions of the real estate market, payment of overdue mortgages should be enforced: (2) if so, whether if by foreclosure, Your Orators shall sell at the highest bid, or shall bid in any of properties so being foreclosed, if the bids therefor are less than the mortgage debt, interest, and expenses incident to foreclosure. That, while perhaps the Orphans' Court has power to advise and protect Your Orators, as Executors, in the above matters, yet it does not have such power to protect them as Trustees. In the Will, while the grant of the power of sale is very broad, it is granted to Your Orators as Executors and Trustees, which they submit may be a grant of a separate and not of a joint power; any doubt about the meaning of which power will be settled when this Court assumes jurisdiction over the further administration of the Estate of said Testator.

TO THE END THEREFORE:

1. That this Honorable Court may assume jurisdiction over the further administration of the Estate of William Hofmeister, late of Baltimore City, deceased, so that Your Orators, Executors and Trustees may administer and settle the estate of the said Testator under the guidance and direction of this Honorable Court.

2. That this Honorable may assume jurisdiction of the trusts to be administered under the provisions of the Last Will and Testament of the said William Hofmeister, deceased.

3. That this Honorable Court may grant such other and further relief to Your Orators as their case may require.

May It Please This Honorable Court, to grant unto Your Orators the writ of subpoena directed to Katherine E. Schulbe, residing at No. 20 Rolling Road, Catonsville, Maryland; Edward Kimpel, residing at No. 147 S. Linwood Avenue, Baltimore City; Robert L. French, residing at No. 229 S. Broadway, Baltimore City; Gessina Hofmeister and John Hofmeister, Jr., residing at No. 3617 Yolando Avenue, Baltimore City; Jean Hofmeister and Lillian Hofmeister, his wife, residing at No. 5501 Belle Vista Avenue, Baltimore City; Hospital for Consumptives, Eudowood Sanatorium, located at Hillen Road, Towson, Maryland; General German Orphans Association, Mr. Henry J. Herzinger, President, residing at No. 429 N. Caroline Street, Baltimore City; Augsburg Home for Orphans & Aged, residing at Liberty & Campfield Roads, Baltimore County, Maryland; Little Sisters of the Poor, Valley & Preston Streets, Baltimore City; Johns Hopkins Colored Orphans' Association, c/o Johns Hopkins Hospital Trust Estate, 1210 Fidelity Building, Baltimore City; Baltimore Eastern Dispensary, No. 1300 E. Baltimore Street, Baltimore City; Associated Jewish Charities, residing at No. 16 W. Saratoga Street, Baltimore City; German Aged People's Home, Alfonso von Wyszecski, Attorney, City Solicitor's Office, Court House, Baltimore City; Lutheran Inner-Mission Society, residing at 509 Park Avenue, Baltimore City; and Ollie Wise, residing at No. 1307 E. Eager Street, Baltimore City; commanding them to be and appear in this Court on some day to be named therein, to show cause, if any there be, why the relief prayed for should not be granted.

And as in duty bound, etc.

Morris A. Rome
 Frederick H. Hennighausen
 Solicitors for Complainants.

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 Bill of Complaint filed the 18th. day of August, 1937; in the case of Carrie Kimpel, et al. vs. Katherine E. Schulbe, et al. 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 19th day of December, A. D. 1939

(Corporate Seal)

Charles A. McNabb

Clerk.

Last Will And Testament Of William Hofmeister.

I, William Hofmeister, of the City of Baltimore, State of Maryland, being of sound and disposing mind, memory and understanding, do make this as and for my Last Will and Testament, hereby revoking any and all other Wills and Codicils by me heretofore made.

First; I direct my Executors hereinafter named, their survivors, survivor and successor, to pay all my just debts, and also to expend a sum of money which in their discretion may seem proper for the payment of my funeral expenses. After the payment of my just debts and funeral expenses, I give, devise and bequeath as follows:

- A. To my daughter, Carrie Kimpel, the sum of Ten Thousand Dollars, (\$10,000).
- B. To my daughter, Katherine E. Schulbe, the sum of Ten Thousand Dollars, (\$10,000).
- C. To my son-in-law, Robert L. French, the sum of One Thousand dollars (\$1,000).
- D. To the Hospital for Consumptives, Eudowood Sanatorium, Baltimore County, Maryland, the sum of Two Hundred Dollars (200.00).
- E. To the General German Orphans Association of Maryland, Catonsville, Maryland, the sum of One Hundred Dollars (\$100).
- F. To the Augusburg Home for Orphans & Aged, Campfield Road, Baltimore, Maryland, the sum of One Hundred Dollars (\$100).
- G. To the Little Sisters of the Poor, Valley and Biddle Streets, Baltimore, Maryland, the sum of One Hundred Dollars (\$100).
- H. To the Johns Hopkins Colored Orphans Association of Baltimore, the sum of One Hundred Dollars (\$100).
- I. To the Baltimore Eastern Dispensary, 1300 E. Baltimore Street, Baltimore, Maryland, the sum of One Hundred Dollars (\$100).
- J. To the Associated Jewish Charities, the sum of One Hundred Dollars (\$100).
- K. To the German Aged People's Home Baltimore & Payson Streets, Baltimore, Maryland, the sum of One Hundred Dollars (\$100).
- L. To the Lutheran Inner-Mission Society, 509 Park Avenue, Baltimore, Maryland, the sum of One Hundred Dollars (\$100).
- M. To Ollie Wise, the sum of One Hundred Dollars (\$100). provided she is still in the employ of my daughter Carrie Kimpel, or in my employ at the time of my death.
- N. I give, devise and bequeath to Carrie Kimpel, George P. Schulbe, Morris A. Rome and Frederick H. Hennighausen, Trustee, their survivors, survivor or successors, In Trust And Con-

fidence, all shares of stock which at the time of my death I may own in any motion picture corporations operating in Baltimore City, and all mortgages to which at the time of my death I may have title, which are secured by any motion picture theatre or theatres in the City of Baltimore.

Said Trustees are authorized to hold said shares of stock and mortgages for a period of not more than five years from the date of my death; the net income received from said shares of stock and mortgages, after the payment of all proper and legal charges, shall be distributed in the same proportion to those entitled under the residuary clause in this my Last Will and Testament, at such time as shall be deemed proper by my said Trustees.

My Trustees, their survivors, survivor or successors, are authorized at any time during the period of the Trust to consent to and execute the papers which may be necessary for any consolidation, merger, lease or sale, of any of the said motion picture corporations in which I may own stock at the time of my death, to the end and effect that the said Trustees, their survivors, survivor or successors, shall have the same power of voting said stock which I, if living, might have. The Trustees, their survivors, survivor or successors are also authorized at any time, without application to the Orphans' Court of Baltimore City or any other Court, to sell for cash or on credit, to assign, mortgage, exchange, partition or divide any parts or part of the said mortgages and /or stock, or any other part of said trust property, or any interest or estate therein, upon such terms and for such prices as they may think proper, and in such manner that the purchaser or purchasers need not see to the application of the purchase money, and to invest and re-invest the proceeds of any sale or sales of any part or parts of said trust estate. In exercising any of the powers given to my said Trustees, their survivors, survivor or successors, I direct that the action of the majority of my said Trustees shall be binding upon all and shall constitute a valid exercise of the powers herein set forth. At the expiration of the Trust hereby created, all shares of stock and mortgages and accrued or accruing income, or payments on account of principal of mortgages not already distributed, and any and all other assets which may be part of my said estate so held in trust at that time, shall be distributed according to the provisions of my Will governing the rest and residue of my estate.

All the rest, residue and remainder of my estate, real, personal or mixed, which at the time of my death I may own, or in which I may have any right, title or interest, I direct my Executors, their survivors, survivor or successor, to divide into four equal parts.

I direct my said Executors, their survivors, survivor or successors, to pay and transfer one of said parts, and all accrued, accruing and unpaid income of such part, unto my daughter, Carrie Kimpel, absolutely.

I direct my said Executors, their survivors, survivor or successors, to pay and transfer one of said parts, and all accrued accruing and unpaid income of such part, unto my daughter, Katherine E. Schulbe, absolutely.

I direct my said Executors, their survivors, survivor or successors, to pay and transfer one of said parts, and all accrued, accruing and unpaid income of such part, as follows: One-third thereof to Gessina Hofmeister, the widow of my son, John S. Hofmeister, absolutely; the remaind__ two-thirds of said part, I give, devise and bequeath unto John Hofmeister, Jr., absolutely.

I direct my said Executors, their survivors, survivor or successors, to pay and transfer the last of said parts, and all accrued, accruing and unpaid income of such part as follows:

two-thirds thereof to my grandson, Jean Hofmeister, absolutely; and the remaining one-third of said part to Lillian Hofmeister, wife of my grandson, Jean Hofmeister, absolutely.

I authorize my said Executors and Trustees, their survivors survivor and successors, whenever and as often as in their judgment and discretion it is desirable and proper for the interest of my estate to do so, to pay any and all of the bequeaths herein named, by giving and transferring to the respective persons thereto entitled hereunder, real or leasehold property, or any interest or estate therein, personal property, mortgages, chattels, choses in action, or in possession, or any kind of property belonging to my estate, at the value thereof, as shown by my books or by the books of any of the companies of which I am a stockholder or otherwise interested, or at the value thereof, which shall be determined by my Executors or my said Trustees, their survivors, survivor and successor, and such transfers at such values shall be final, binding and conclusive upon the parties entitled hereunder as fully and to the same extent as if such payments had been made in cash.

And I further empower my said Executors and my said Trustees, their survivors, survivor and successor, without application to the Orphans' Court of Baltimore City, or any other Court, to sell for cash, or on credit, to lease, assign, mortgage, exchange, partition or divide any parts or part of my property or estate, or any interest or estate therein, upon such terms and for such prices as they may wish, so that the purchasers need not see to the application of the purchase money.

And I direct my said Executors and my said Trustees, their survivors, survivor and successor, to pay and transfer all monies and properties passing hereunder to each person entitled thereto, and not into the hands of anyone else for him or her, whether claiming by voluntary or involuntary alienation, legal process, operation of law, by the acts or authority of the parties or otherwise, or in any other manner, so that such monies and property or any part or parts thereof, or any interest or estate therein, cannot be subjected to the claims of creditors or assignees, but must always be paid and handed over to and into the hands of each person entitled thereto hereunder.

I hereby empower my said Executors and my said Trustees, their survivors, survivor or successors, to carry on any and all business I may be carrying on or interested in at my death, to incorporate my business or to join in the corporation of any business in which I may be interested, in whole or in part, and to take such shares of the capital stock for such part thereof, preferred or common, cumulative or non-cumulative, par or not par, voting or not voting, as they, their survivors, survivor or successor, may think proper -- in full payment for every and all such part or parts of any business assets.

I appoint Carrie Kimpel George P. Schulbe, Morris A. Rome, and Frederick H. Hennighausen, each of the City of Baltimore, State of Maryland, as Executors of this, my Last Will and Testament, If the said George P. Schulbe be not living at the time of my death, then I request that Katherine E. Schulbe shall act in his place as Executrix of this my Last Will and Testament. And I further request that my Executors be excused of the necessity of giving bond for their faithful performance as such.

In Testimony Whereof, I have hereunto set my hand and seal this 30th day of July, 1935.

William Hofmeister (Seal)

Signed, Sealed, Published Pronounced and Declared, by the above named Testator, William Hofmeister, as and for his Last Will and Testament, in the presence of us, who, at his request

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

Grace L. Boehl
3023 Weaver Avenue
Edward R. Young,
213 N. Calvert St.

Baltimore City, SS.

On the 28th day of April, 1937 came Frederick H. Henninghausen, and Made Oath In Due Form Of Law, that he does not know of any Will or Codicil of William Hofmeister, late of said City, deceased, other than the above instrument of writing, and that he received the same from the Testator at the time of its execution and retained the same in his custody until filed in Court this day. That the next of kin know of the contents of said Will and that the said Testator departed this life on the 21st day of April, 1937.

Sworn To in open Court.

Test: John H. Bouse
Register of Wills for Baltimore City.

Baltimore City, SS.

On the 28th day of April, 1937 came Grace L. Boehl and Edward R. Young, the two subscribing witnesses to the foregoing last Will and Testament of William F. Hofmeister, late of said city, deceased, and Made Oath In Due Form Of Law, that they did see 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, 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

Test: John H. Bouse,
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 William Hofmeister, late of Baltimore City, deceased, and also evidence adduced as to its validity, Orders and Decrees, this 28th day of April, 1937, that the same be admitted in this Court as the true and genuine last Will and Testament of the said William Hofmeister, deceased.

(Seal) Judges { Philip L. Sykes,
Leo J. Cummings,
Isaac S. Field,

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 foregoing is a true and full copy of the Last Will and Testament of William Hofmeister, late of said city, deceased, together with the proofs and probate thereof, etc., taken from the original, filed 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 1st day of May, in the year of our Lord nineteen hundred and thirty-seven.

John H. Bouse
Register of Wills for Baltimore City.

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 Plaintiff's Exhibit "A" & "B" filed the 18th. August, 1937.

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 19th day of December, A. D. 1939

(Corporate Seal)

Charles A. McNabb,
Clerk.

A TRUE AND PERFECT INVENTORY

of all the Real Estate (subject to Inheritance Tax) of William Hofmeister, late of Baltimore City, deceased, appraised by the subscribers,

H.J. C. Hoffman

Samuel C. Williams

jointly, we having been first legally authorized, and having taken oath prescribed by law, as will be seen by the warrant to appraise, and Certificate thereto annexed.

FEE SIMPLE

A Certain Lot Of Ground in the City of Baltimore, beginning on the east side of Broadway, about 110 feet 6 inches North of Gough Street; fronting on said first mentioned street about 20 feet 3 inches, with irregular depth, in fee simple. Together with the improvements thereon being a 3-story brick house, No. 243 S. Broadway. See S. C. L. No. 5476 folio 217.

8000.00

A Certain Lot of Ground in the City of Baltimore, beginning on the north-east side of Foerster Avenue, about 350.77 feet southeast of Hollins Ferry Road; fronting on said first mentioned street about 25 feet with a depth of 125 feet, in fee simple. Together with the improvements thereon being No. 2615 Foerster Avenue. See S. C. L. No. 4764 folio 330 and S. C. L. No. 5662 folio 365.

1800.00

A Certain Lot of Ground in the City of Baltimore, at the northeast corner of Linwood Avenue and Pratt Street; fronting on said first mentioned street about 16 feet with a depth of 75 feet, to an alley, in fee simple. Together with the improvements thereon being a 2-story brick house, No. 147 S. Linwood Avenue. See S. C. L. No. 2432 folio 447.

4000.00

A Certain Lot Of Ground in the City of Baltimore, beginning on the south-east side of Oakley Avenue, about 54 feet 6 inches southwest of Old Pimlico Road; fronting on said first mentioned street about 20 feet 3-1/2 inches, with a depth of 100 feet, in fee simple. Together with the improvements thereon being a No. 2903 Oakley Avenue. See S. C. L. No. 5343 folio 245.

4000.00

A Certain Lot Of Ground in the City of Baltimore, beginning at the southwest corner of Pratt and Spring Streets, fronting on said first mentioned street about 23 feet, with a depth of 90 feet, in fee simple. Together with the improvements thereon being a ___ story brick house, No. 1415 E. Pratt Street. See R. O. No. 2006 folio 94 and S. C. L. No. 5178 folio 261.

3000.00

A Certain Lot Of Ground in the City of Baltimore, beginning on the south side of Pratt Street, about 36 feet west of Dallas Street; fronting on said

first mentioned street about 15 feet, with a depth of 62 feet, in fee simple. Together with the improvements thereon being a ___ story brick house; No. 1515 E. Pratt Street. See S. C. L. No. 5333 folio 125. 1000.00

A Certain Lot Of Ground in the City of Baltimore, beginning on the south side of Preston Street, about 89 feet 3-3/4 inches west of Central Avenue, fronting on said first mentioned street about 83 feet 4-3/4 inches, with a depth of 99 feet 3-1/2 inches, in fee simple. Together with the improvements thereon being a 3-story brick apartment house; No. 1217 and 1219 E. Preston Street. See S. C. L. No. 5220 folio 583. 2700.00

A Certain Lot Of Ground in the City of Baltimore, beginning on the southeast side of Rogers Avenue, about 279.46 feet northeast of Winner Avenue; fronting on said first mentioned street about 45 feet, with a depth of 110 feet, in fee simple. Together with the improvements thereon being a ___ No. 3105 Rogers Avenue. See S. C. L. No. 4636 folio 21. 4000.00

A one-half interest in and to
A Certain Lot Of Ground in the City of Baltimore, beginning on the northwest corner of Thames and Bond Streets; fronting on said first mentioned street about 61 feet 8 inches, with an irregular depth, in fee simple. Together with the improvements thereon being No. 1532, 34 and 36 Thames Street. See S. C. L. No. 5524 folio 18. 4000.00

A Certain Lot Of Ground in the City of Baltimore, beginning on the north side of Yulee or Ulrich Alley, about 76 feet 10 inches west of Caroline Street; fronting on said first mentioned street about 11 feet, with a depth of 41 feet, in fee simple. Together with the improvements thereon being a ___ story brick house, No. 1426 Ulrich Alley. See S. C. L. No. 5333 folio 131 and S. C. L. No. 5334 folio 111. 400.00

A Certain Lot Of Ground in the City of Baltimore, beginning on the southeast side of Whitelock Street, about 180 feet northeast from Linden Avenue; fronting on said first mentioned street about 25 feet, with a depth of 112 feet 6 inches to an alley, in fee simple. Together with the improvements thereon being a 3-story brick house, No. 923 Whitelock Street. See S. C. L. No. 5397 folio 123. 15,000.00

A Certain Lot Of Ground in Baltimore County, beginning at the centre of a thirty foot Road, about 554 feet 7 inches south from the centre of Eastern Avenue; fronting on said first mentioned Road about 220 feet, more or less, thence easterly about 142 feet to the waters of Back River; thence on said waters to Benhoff's lot, and thence binding thereon 160 feet to the place of beginning, in fee simple. Together with the improvements thereon being See W. P. C. No. 412 folio 512; W. P. C. No. 457 folio 407; W. P. C. No. 466 folio 130; W. H. M. No. 654 folio 244. 500.00

A Certain Lot Of Ground in Baltimore County, being known as Lots Nos. 215 and 216, Section B, Chesapeake Terrace, wach lot being 50 feet front with an irregular depth, in fee simple. Together with the improvements thereon being See W. H. M. 277 folio 561 (mortgage record) and L. McL. M. No. 968 folio 398 (Land Record) 200.00

A Certain Lot Of Ground in Anne Arundle County, beginning on the south-

458

west side of Annapolis Boulevard, fronting thereon/feet; thence in a westerly direction 210 feet; thence in a northerly direction 369.4 feet; thence in an easterly direction 227.7 feet, comprising about 2 acres, in fee simple. Together with the improvements thereon being
See F. S. R. No. 97 folio 383 7500.00

GROUND RENTS

An Annuity or annual ground rent of Sixty dollars, issuing out of a lot of ground in the City of Baltimore on the west side of Ann Street 141 feet eight inches south of Baltimore Street, fronting about 16 feet 8 inches by 75 feet etc., No. 8 S. Ann Street, redeemable at 6%. See S. C. L. No. 2820 folio 356 and 357. 923.06

An Annuity or annual ground rent of Forty-eight dollars, issuing out of a lot of ground in the City of Baltimore on the south side of Ashland Avenue 62 feet 6 inches east of Central Avenue, fronting 16 feet by 90 feet, No. 1305 Ashland Avenue, redeemable at 6%. See S. C. L. No. 3293 folio 104, and S. C. L. No. 3298 folio 119. 685.71

An Annuity or annual ground rent of One hundred and twenty dollars, issuing out a lot of ground in the City of Baltimore at the southeast corner of Baltimore and Castle Streets fronting 23 feet by 85 feet, No. 2025 E. Baltimore Street, redeemable at 6%. See S. C. L. No. 2923 folio 31 and 395. 1714.28

An Annuity or annual ground rent of Sixty dollars, issuing out of a lot of ground in the City of Baltimore at the northeast corner of Bank and Eden Street, fronting 16 feet by 74 feet, No. 1400 Bank Street, redeemable at 6%. 857.14

Annuity or annual ground rent of Forty-two dollars, issuing out of a lot of ground in the City of Baltimore on the north side of Bank Street 16 feet east of Eden Street, fronting 14 feet by 74 feet, No. 1402 Bank Street, redeemable at 6%. See S. C. L. 2828 folio 10, 13 and 19 for both. 600.00

An Annuity or annual ground rent of Forty-eight dollars, issuing out of a lot of ground in the City of Baltimore on the north side of Bank Street 15 feet four inches East of Dallas Street, fronting 14 feet 8 inches by 60 feet, No. 1516 Bank Street, redeemable at 6%. See S. C. L. No. 4573 folio 177 and 178. 685.71

An Annuity or annual ground rent of Fifteen dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Bethel Street, 70 feet north of Alice Ann Street, fronting 15 feet by 20 feet, No. 625 S. Bethel Street, redeemable at 6%. 214.28

An Annuity or annual ground rent of Fifteen dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Bethel Street, 85 feet north of Alice Anna Street, fronting 15 feet by 20 feet, No. 623 S. Bethel Street, redeemable at 6%. See S. C. L. No. 2911 folio 294 and 296. 214.28

Annuity or annual ground rent of Thirty-six dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Bethel Street, 82 feet 3 inches north of Eareckson Street, fronting 12 feet by 60 feet, No. 1803 N. Bethel Street, redeemable at 6%. 514.28

An Annuity or annual ground rent of Thirty-six dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Bethel Street, 94 feet 3 inches north of Eareckson Street, fronting 12 feet by 60 feet, No. 1805 N. Bethel Street, redeemable at 6%.
See R. O. No. 1604 folio 401, and S. C. L. No. 5682 folio 113, 514.28

An Annuity of annual ground rent of Forty-five dollars, issuing out of a lot of ground in the City of Baltimore on the west side of Bond Street, 31

feet 10 inches north of Fleet Street, fronting 27 feet 10 inches by an irregular depth No. 534 S. Bond Street, redeemable at 6%. See R. O. No. 2380 folio 91 and S. C. L. No. 2536 folio 373

642.85

An Annuity or annual ground rent of One hundred and twenty dollars, issuing out of a lot of ground in the City of Baltimore on the west side of Broadway, 161 feet 11 inches north of Lancaster Street, fronting 18 feet one inch by 100 feet, No. 714 S. Broadway, redeemable at 6%.

See S. C. L. No. 2751 folio 490 and 492.

1714.28

An Annuity or annual ground rent of Sixty dollars, issuing out of a lot of ground in the City of Baltimore on the west side of Calhoun Street, 33 feet, 4 inches south of Booth Street, fronting 16 feet 8 inches by 72 feet, No. 12 S. Calhoun Street, redeemable at 6%.

See S. C. L. No. 2654 folio 126 and S. C. L. No. 2668 folio 223.

857.14

An Annuity or annual ground rent of Ninety-six dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Calhoun Street, 239 feet 10-3/8 inches north of Saratoga Street, fronting 14 feet 11 inches by 109 feet 7-1/2 inches, No. 333 N. Calhoun Street, redeemable at 6%.

See S. C. L. No. 4998 folio 281 and 286.

1371.42

An Annuity or annual ground rent of Ninety dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Calvert Street, 122 feet 11 inches North of Twentieth Street, fronting 15 feet by 90 feet, No. 2015 N. Calvert Street, redeemable at 6%. See S. C. L. No. 2629 folio 131.

1285.71

An Annuity or annual ground rent of Forty-eight dollars, issuing out of a lot of ground in the City of Baltimore on the west side of Caroline Street, 248 feet north of Gough Street, fronting 15 feet by 100 feet, No. 226 S. Caroline Street, redeemable at 6%.

See S. C. L. No. 2114 folio 279 and 281.

600.00

An Annuity or annual ground rent of Seventy-five dollars, issuing out of a lot of ground in the City of Baltimore on the west side of Caroline Street, 50 feet north of Biddle Street, fronting 25 feet by 170 feet 6 inches to Spring Street, No. 1204 N. Caroline Street, redeemable at 6%.

See S. C. L. No. 3232 folio 603 and 604.

1107.68

An Annuity or annual ground rent of Seventy-five dollars, issuing out of a lot of ground in the City of Baltimore on the northeast side of Chesley, 199 feet 7 inches northeast of Harford Road, fronting 44.76 feet by 121.5 feet, No. 2918 Chesley Avenue, redeemable at 6%.

See S. C. L. No. 5166 folio 81 and 82.

1200.00

An Annuity or annual ground rent of Thirty-three dollars and seventy-five cents, issuing out of a lot of ground in the City of Baltimore on the east side of Chester Street, 90 feet south of Bank, fronting 15 feet by 123 feet, No. 413 S. Chester Street, irredeemable.

See R. O. No. 1712 folio 195.

507.68

An Annuity or annual ground rent of Thirty-six dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Conkling Street, 16 feet north of O'Donnell Street, fronting 13 feet 9 inches, by 65 feet, No. 1033

S. Conkling Street, redeemable at 6%. 514.28

An Annuity or annual ground rent of Thirty-six dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Conkling Street, 29 feet 9 inches north of O'Donnell Street, fronting 13 feet 9 inches by 65 feet, No. 1031 S. Conkling Street, redeemable at 6% 514.28

An Annuity or annual ground rent of Thirty-six dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Conkling Street, 43 feet 6 inches north of O'Donnell Street, fronting 13 feet 9 inches, by 65 feet, No. 1029 S. Conkling Street, redeemable at 6%. 514.28

An Annuity or annual ground rent of Thirty-six dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Conkling Street, 57 feet 3 inches north of O'Donnell Street, fronting 13 feet 9 inches, by 65 feet, No. 1027 S. Conkling Street, redeemable at 6%. 514.28

An Annuity or annual ground rent of Thirty-six dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Conkling Street, 71 feet north of O'Donnell Street, fronting 13 feet 9 inches by 65 feet, No. 1025 S. Conkling Street, redeemable at 6%. 514.28

An Annuity or annual ground rent of Thirty-six dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Conkling Street, 84 feet 9 inches north of O'Donnell Street, fronting 13 feet 9 inches by 65 feet, No. 1023 S. Conkling Street, redeemable at 6%. 514.28

An Annuity or annual ground rent of Thirty-six dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Conkling Street, 98 feet 6 inches north of O'Donnell Street, fronting 13 feet 9 inches by 65 feet, No. 1021 S. Conkling Street, redeemable at 6%. 514.28

An Annuity or annual ground rent of Thirty-six dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Conkling Street 112 feet 3 inches north of O'Donnell Street, fronting 13 feet 9 inches by 65 feet No. 1019 S. Conkling Street, redeemable at 6%. 514.28

An Annuity or annual ground rent of Thirty-six dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Conkling Street, 126 feet north of O'Donnell Street, fronting 14 feet by 65 feet, No. 1017 S. Conkling Street, redeemable at 6%. 514.28

See S. C. L. No. 3513 folio 502, S. C. L. No. 3541 folio 359 and S. C. L. No. 3517 folio 113.

An Annuity or annual ground rent of Twenty-four dollars, issuing out of a lot of ground in the City of Baltimore on the west side of Dallas Street, 188 feet south of Lombard Street, 17 feet 6 inches, more or less, by 60 feet, No. 124 S. Dallas Street, redeemable at 6%.

See S. C. L. No. 3048 folio 470. 300.00

An Annuity or annual ground rent of Thirty-six dollars, issuing out of a lot of ground in the City of Baltimore on the north side of Eareckson Place, 173 feet west of Broadway, fronting 12 feet by 60 feet, No. 1610 Eareckson Place, redeemable at 6%.

See R. O. No. 1604 folio 401 and S. C. L. No. 5682 folio 115. 450.00

An Annuity or annual ground rent of Thirty-six dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Eden Street, 220 feet north of Gough Street, fronting 16 feet by 115 feet, No. 235 S. Eden Street, redeemable at 6%. See S. C. L. No. 5276 folio 257 and 258. 450.00

An Annuity or annual ground rent of Sixty dollars, issuing out of a lot of ground in the City of Baltimore on the southeast corner of Falls Road and 41st Street, fronting 15 feet by 98 feet and 1/2 inch, No. 4121 Falls Road, redeemable at 6%. 923.06

An Annuity or annual ground rent of Fifty-six dollars issuing out of a lot of ground in the City of Baltimore on the east side of Falls Road, 15 feet south of 41st Street, fronting 14 feet by 97 feet 11 inches, No. 4119 Falls Road, redeemable at 6%. 861.52

An Annuity or annual ground rent on Fifty-six dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Falls Road, 43 feet south of 41st Street, fronting 14 feet by 98 feet 8-1/4 inches, No. 4115 Falls Road, redeemable at 6%. 861.52

An Annuity or annual ground rent of Fifty-six dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Falls Road, 57 feet south of 41st Street, fronting 14 feet by 97 feet, 7 inches, No. 4113 Falls Road, redeemable at 6%. 861.52

An Annuity or annual ground rent of Fifty-six Dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Falls Road, 71 feet south of 41st Street, fronting 14 feet by 97 feet 5 1/2 inches. No. 4111 Falls Road, redeemable at 6%. 861.52

An Annuity or annual ground rent of Fifty-six Dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Falls Road, 85 feet south of 41st Street, fronting 14 feet by 97 feet 4 inches, No. 4109 Falls Road, redeemable at 6%. See S. C. L. No. 2843 folio 233 and S. C. L. No. 2844 folio 309. 861.52

An Annuity or annual ground rent of Thirty Dollars issuing out of a lot of ground in the City of Baltimore on the south side of Fleet Street, 125 feet east of Bethel Street, fronting 15 feet by 30 feet. No. 1641 Fleet Street, redeemable at 4%. See R. O. No. 1763 folio 182. 600.00

An Annuity or annual ground rent of Forty dollars, issuing out of a lot of ground in the City of Baltimore on the northeast side of Foerster Street, 373 feet, more or less, southeast of Hollins Ferry Road, fronting 25 feet by 125 feet. No. ____ Foerster Street, redeemable at 6%. 600.00 See S. C. L. #4764 folio 327 and 330.

An Annuity or annual ground rent of Ninety-six dollars, issuing out of a lot of ground in the City of Baltimore on the south side of Forest Park Avenue, 26 feet 2 inches east of Kent Avenue, fronting 31 feet 10 inches by 151 feet. No. 4119 Forest Park Avenue, redeemable at 6%. 1476.92

An Annuity or annual ground rent of Ninety-six Dollars, issuing out of a lot of ground in the City of Baltimore on the south side of Forest Park Avenue,

58 feet east of Kent Avenue, fronting 32 feet, $1\frac{1}{2}$ inches by 151 feet, No. 4117

Forest Park Avenue, redeemable at 6%. 1476.92

An Annuity or annual ground rent of Ninety-six dollars, issuing out of a lot of ground in the City of Baltimore on the south side of Forest Park Avenue, 122 feet four inches east of Kent Avenue, fronting 32 feet, $5\frac{1}{4}$ inches by 151 feet, No. 4113 Forest Park Avenue, redeemable at 6%.

1476.92

An Annuity or annual ground rent of Ninety-six Dollars, issuing out of a lot of ground in the City of Baltimore on the south side of Forest Park Avenue, 154 feet, $9\frac{1}{4}$ inches east of Kent Avenue, fronting 32 feet 4 inches by 151 feet, No. 4111 Forest Park Avenue, redeemable at 6%.

1476.92

An Annuity or annual ground rent of Ninety-six Dollars, issuing out of a lot of ground in the City of Baltimore on the south side of Forest Park Avenue, 219 feet 5 inches east of Kent Avenue, fronting 34 feet by 151 feet, No. 4107 Forest Park Avenue, redeemable at 6%.

See S. C. L. #4428, folio 561 and 564.

1476.92

An Annuity or annual ground rent of Sixty Dollars, issuing out of a lot of ground in the City of Baltimore at the southeast corner of Pierce and Fremont Streets, fronting 28 feet on Fremont Street and 15 feet on Pierce Street, No. 419 and 421 N. Fremont Street, redeemable at 6%.

See S. C. L. #2625, folio 502 and 503.

857.14

An Annuity or annual ground rent of Seventy-eight dollars, issuing out of a lot of ground in the City of Baltimore on the southeast side of Holder Avenue 100.7 feet east of Southern Avenue, fronting 70.5 feet by an irregular depth, No. 4801 Holder Avenue, redeemable at 6%.

See S. C. L. #5025, folio 513 and 517.

1200.00

An Annuity or annual ground rent of Seventy-eight dollars, arising out of a lot of ground in the City of Baltimore on the southeast side of Holder Avenue 297.05 feet north of Southern Avenue, fronting about 55 feet nine inches by irregular, No. 4807 Holder Avenue.

See S. C. L. #5189, folio 374 and 376.

1200.00

An Annuity or annual ground rent of Sixty Dollars, issuing out of a lot of ground in the City of Baltimore at the northwest corner of Hudson and Thirty-fifty Streets, 75.35 feet by 116.47 feet, No. 6500 Hudson Street, redeemable at 6%. S. C. L. #5531, folio 481 and 482.

750.00

An Annuity or annual ground rent of One Hundred and eight dollars, issuing out of a lot of ground in the City of Baltimore at the southeast corner of Lafayette Avenue and Barclay Street, 18 feet by 100 feet, No. 401 E. Lafayette Avenue, irredeemable. See S. C. L. #5606, folio 557.

1542.85

An Annuity or annual ground rent of One Hundred and twenty dollars, issuing out of a lot of ground in the City of Baltimore at the southeast corner of Lancaster and Dallas Street, fronting $60\frac{1}{2}$ feet 4 inches by irregular, No. 1521 Lancaster Street, redeemable at 6%.

See S. C. L. #2769, folio 170.

1600.00

An Annuity or annual ground rent of Sixty Dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Linwood Avenue, 163 feet south of Lombard Street, fronting $14\frac{1}{2}$ feet 6 inches by 75 feet, No. 123 S. Linwood Avenue, redeemable at 6%.

See S. C. L. #2552, folio 447.

923.06

An Annuity or annual ground rent of Forty-one dollars and seventy-four

cents, issuing out of a lot of ground in the City of Baltimore on the south side of Lombard Street 59 feet, $4\frac{1}{2}$ inches west of Central Avenue, fronting 11 feet $10\frac{1}{2}$ inches by 76 feet 6 inches to a four foot alley. No. 1173 E.

Lombard Street, irredeemable.

642.14

An Annuity or annual ground rent of Forty-one Dollars and seventy four cents, issuing out of a lot of ground in the City of Baltimore on the south side of Lombard Street 71 feet 3 inches west of Central Avenue, fronting 11 feet $10\frac{1}{2}$ inches by 76 feet 6 inches to a 4 foot alley. No. 1171 E. Lombard Street, irredeemable.

642.14

An Annuity or annual ground rent of Forty-one Dollars and seventy-four cents issuing out of a lot of ground in the City of Baltimore on the south side of Lombard Street, 83 feet $1\frac{1}{2}$ inches west of Central Avenue, fronting 11 feet $10\frac{1}{2}$ inches by 76 feet 6 inches to a four foot alley, No. 1169 E. Lombard Street, irredeemable.

See S. C. L. No. 5389, folio 65.

642.14

An Annuity or annual ground rent of Thirty Dollars, issuing out of a lot of ground in the City of Baltimore on the north side of McElderry Street, 112 feet east of Wolfe Street, fronting 14 feet by 68 feet, No. 1916 McElderry Street, redeemable at 6%.

See S. C. L. #2807, folio 70 and 74.

428.57

An Annuity or annual ground rent of \$91.87 $\frac{1}{2}$, issuing out of a lot of ground in the City of Baltimore on the north side of Mosher Street, 106 feet 3 inches west of Carey Street, fronting 15 feet $3\frac{3}{4}$ inches by 120 feet. No. 1316 Mosher Street, irredeemable.

See S. C. L. #3082, folio 223.

1312.43

An Annuity or annual ground rent of Seventy-two dollars, issuing out of a lot of ground in the City of Baltimore on the northeast side of Myrtle Avenue, 64 feet southeast of Hoffman Street, fronting 16 feet by 140 feet 3 inches to Shields Alley, No. 1063 Myrtle Avenue, irredeemable.

1028.57

An Annuity or annual ground rent of Seventy -two dollars, issuing out of a lot of ground in the City of Baltimore on the northeast side of Myrtle Avenue, 97 feet $5\frac{1}{2}$ inches south of Hoffman Street, fronting 16 feet by 140 — 3 inches to Shields Alley, No. 1059 Myrtle Avenue, irredeemable.

S. C. L. No. 5129 folio 425.

1028.57

An Annuity or annual ground rent of Ninety Dollars, issuing out of a lot of ground in the City of Baltimore on the south side of Old Harford Road, 100 feet west of Alvarado Square, fronting 50 feet by 140 feet, No: 7215 Old Harford Road, redeemable at 6%. See S. C. L. #5036 folio 106&108

1285.71

An Annuity or annual ground rent of Four Hundred and twenty dollars, issuing out of a lot of ground in the City of Baltimore at the west corner of Philadelphia Road, and Bowley's Lane, 170 feet 8 inches by 150 feet.

No. 6812 Philadelphia Road, redeemable at 6%.

See S. C. L. No. 5623 folio 270

6000.00

An Annuity or annual ground rent of Seventy-two dollars, issuing out of a lot of ground in the City of Baltimore on the north side of Pontiac Avenue, 125 feet west of Ninth Street, fronting 47 feet 5 inches by 100 feet, No. 808 Pontiac Avenue, redeemable at 6%.

See S. C. L. No. 4972 folio 471

1028.57

An Annuity or annual ground rent of Thirty dollars, issuing out of a lot of ground in the City of Baltimore on the north side of Pratt Street, 15 feet east of Caroline Street, fronting 13 feet 6 inches by 64 feet, No. 1502 E. Pratt Street, redeemable at 6%.

See R. O. No. 2135 folio 215 and 216.

428.71

An Annuity or annual ground rent of Forty-eight dollars, issuing out of a lot of ground in the City of Baltimore on the south side of Pratt Street 51 feet 8 inches east of Dallas Street, fronting 12 feet 11 inches by 110 feet, No. 1527 E. Pratt Street, redeemable at 6%.

See S. C. L. No. 2531 folio 424 and 424.

685.71

An Annuity or annual ground rent of Twenty-four Dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Register Street. 107 feet south of Bank Street, fronting 11 feet 6 inches by 75 feet. No. 409 S. Register Street, redeemable at 6%.

342.85

An Annuity or annual ground rent of Twenty-four dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Register Street, 142 feet 6 inches south of Bank Street, fronting 12 feet 6 inches by 75 feet, No. 415 S. Register Street, redeemable at 6%.

342.85

An Annuity or annual ground rent of Twenty-four dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Register Street, 155 feet 6 inches south of Bank Street, fronting 12 feet 6 inches by 75 feet, No. 417 S. Register Street, redeemable at 6%.

342.85

An Annuity or annual ground rent of Twenty-four dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Register Street, 167 feet 6 inches south of Bank Street, fronting 12 feet 6 inches by 75 feet, no. 419 S. Register Street, redeemable at 6%.

S. C. L. #2875, folio 342 and 344.

342.85

An Annuity or annual ground rent of Thirty dollars issuing out of a lot of ground in the City of Baltimore on the west side of Rutland Avenue, 85 feet north of Biddle Street, fronting 14 feet by irregular, No. 1202 Rutland Avenue, redeemable at 6%.

428.71

An Annuity or annual ground rent of Thirty dollars, issuing out of a lot of ground in the City of Baltimore on the west side of Rutland Avenue, 99 feet north of Biddle Street, fronting 14 feet by irregular. No. 1204 Rutland Avenue, redeemable at 6%.

428.71

See S. C. L. #5669, folio 321 and 323.

An Annuity or annual ground rent of Seventy-eight dollars, issuing out of a lot of ground in the City of Baltimore on the northeast side of Southern Avenue, 50 feet west of Walther Avenue, fronting 50 feet by 100 feet No. 3402 Southern Avenue, redeemable at 6%.

See S. C. L. #5025 folio 514 and 517.

1200.00

An Annuity or annual ground rent of Ninety dollars, issuing out of a lot of ground in the City of Baltimore at the north corner of Southern and Walther Avenues, fronting 50 feet by 100 feet. No. 3404 Southern Avenue, redeemable at 6%.

See S. C. L. #5103 folio 325 and 329.

1384.60

An Annuity or annual ground rent of Sixty dollars, issuing out of a

lot of ground in the City of Baltimore on the north side of Twenty-third Street, 251 feet west of Hampden Avenue, fronting 14 feet by 70 feet. No. 436 W. 23rd Street, redeemable at 6%.

See S. C. L. #5517, folio 405.

923.06

An Annuity or annual ground rent of Sixty-nine dollars, issuing out of a lot of ground in the City of Baltimore on the west side of Thomas Avenue, 210 feet 6 inches south of Presbury Street, fronting 16 feet by 100 feet, No. 1620 Thomas Avenue, redeemable at 6%.

1061.52

An Annuity or annual ground rent of Sixty-nine dollars, issuing out of a lot of ground in the City of Baltimore on the west side of Thomas Avenue, 226 feet 6 inches south of Presbury Street, fronting 16 feet by 100 feet. No. 1618 Thomas Avenue, redeemable at 6%.

1061.52

An Annuity or annual ground rent of Sixty-nine dollars, issuing out of a lot of ground in the City of Baltimore on the west side of Thomas Avenue, 242 feet 6 inches south of Presbury Street, fronting 16 feet by 100 feet, No. 1616 Thomas Avenue, redeemable at 6%.

1061.52

An Annuity or annual ground rent of Sixty-nine dollars, issuing out of a lot of ground in the City of Baltimore on the west side of Thomas Avenue, 258 feet 6 inches south of Presbury Street, fronting 16 feet by 100 feet, No. 1614 Thomas Avenue, redeemable at 6%.

1061.52

An Annuity or annual ground rent of Sixty-nine dollars, issuing out of a lot of ground in the City of Baltimore on the west side of Thomas Avenue, 274 feet 6 inches south of Presbury Street, fronting 16 feet by 100 feet, No. 1612 Thomas Avenue, redeemable at 6%.

1061.52

An Annuity or annual ground rent of Sixty-nine dollars, issuing out of a lot of ground in the City of Baltimore on the west side of Thomas Avenue, 290 feet 6 inches south of Presbury Street, fronting 16 feet by 100 feet, No. 1610 Thomas Avenue, redeemable at 6%.

1061.52

An Annuity or annual ground rent of Sixty-nine dollars, issuing out of a lot of ground in the City of Baltimore on the west side of Thomas Avenue, 306 feet 6 inches south of Presbury Street, fronting 16 feet by 100 feet. No. 1608 Thomas Avenue, redeemable at 6%.

1061.52

An Annuity or annual ground rent of Sixty-nine dollars, issuing out of a lot of ground in the City of Baltimore on the west side of Thomas Avenue, 322 feet 6 inches south of Presbury Street, fronting 16 feet by 100 feet, No. 1606 Thomas Avenue, redeemable at 6%.

1061.52

An Annuity or annual ground rent of Sixty-nine dollars, issuing out of a lot of ground in the City of Baltimore on the west side of Thomas Avenue, 338 feet 6 inches south of Presbury Street, fronting 16 feet by 100 feet, No. 1604 Thomas Avenue, redeemable at 6%.

1061.52

An Annuity or annual ground rent of Sixty-nine dollars, issuing out of a lot of ground in the City of Baltimore on the west side of Thomas Avenue, 354 feet 6 inches south of Presbury Street, fronting 16 feet by 100 feet, No. 1602 Thomas Avenue, redeemable at 6%.

See S. C. L. No. 4313 folio 547

1061.52

An Annuity or annual ground rent of Thirty dollars, issuing out of a lot of ground in the City of Baltimore on the east side of Wolfe Street, 77 feet 3 inches south of Fayette Street, fronting 12 feet 9 inches by 70 feet; also a lot 11 feet by 25 feet on the rear thereof, which rear lot is subject to a part of a rent of Sixty-eight dollars and sixty-two cents.

No. 137 N. Wolfe Street, redeemable at 6%.

See S. C. L. #2882 folio 49 and 52.

461.52

An Annuity or annual ground rent of One hundred and twenty dollars, issuing out of a lot of ground in the City of Baltimore on the west side of York Court No. 2 in Guilford, fronting 21 feet by 69.17 feet, known as lot No. 17 York Court No.2 Guilford, redeemable at 6%.

1846.14

An Annuity or annual ground rent of One hundred and twenty dollars issuing out of a lot of ground in the City of Baltimore on the north side of York Court No. 2 in Guilford, fronting 21 feet by 78 feet, known as lot No. 23 York Court No. 2 in Guilford, redeemable at 6%.

See S. C. L. #4623 folio 116.

1846.14

An Annuity or annual ground rent of Ninety dollars, issuing out of a lot of ground in Baltimore County on the west side of Arthur Avenue, 400 feet south of a Driveway, in Catonsville, fronting 67.81 feet by 92.05 feet, No. 11 Arthur Avenue, redeemable at 6%.

See L. McL.M. No. 850 folio 492.

1384.60

An Annuity or annual ground rent of One hundred and fifty-five dollars, reduced from Two hundred and thirty dollars, issuing out of a lot of ground in Baltimore County on the centre of a 30 feet Road 254 feet 7 inches south from the centre of Eastern Avenue, fronting 150 feet on said Avenue with an irregular depth to the waters of Back River - redeemable at 6%.

See W. P. C. No. 497 folio 589 and C. W. C. No. 651 folio 139.

2214.28

An Annuity or annual ground rent of Forty-eight dollars, issuing out of a lot of ground in the City of Baltimore at the northeast corner of O'Donnell and Newkirk (Fourteenth) Streets, fronting 16 feet by 85 feet, No. 4700 O'Donnell Street, redeemable at 6%.

See W. P. C. No. 274 folio 267 (County Records)

600.00

An Annuity or annual ground rent of Thirty dollars issuing out of a lot of ground in Anne Arundel County, on Stoney Creek, known as Lots 7 and 8, Block D. Armiger's Addition to Green Haven, redeemable at 6%.

See F. S. R. No. 73 folio 269.

428.71

An Annuity or annual ground rent of Ninety dollars, issuing out of a lot of ground in the City of Baltimore, on the south side of Old Harford Road 150 feet west of Alvarado Avenue, fronting 50 feet by 140 feet, No. 7213 Old Harford Road, redeemable at 6%.

See S. C. L. No. 5036 folio 106 and 108.

1384.60

\$165,997.54

WE, THE SUBSCRIBERS, DO CERTIFY that the foregoing is a true and just inventory, and valuation of all and singular, the Real Estate of the said William Hofmeister, deceased, sub-

ject to Inheritance Tax, 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 4th day of August 1937.

Appraisers: H. J. C. Hoffman (Seal)
Samuel C. Williams (Seal)

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 Plaintiff's Exhibit "C" filed the 18th. day of August, 1937.

now on file in this office in the cause therein

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court No. 2 this 19th day of December, A. D. 1939

(Corporate Seal) Charles A. McNabb
Clerk.

A TRUE AND PERFECT INVENTORY

of all and singular the goods, chattels and personal Estate of William Hofmeister, late of Baltimore City, deceased, appraised by us, the subscribers, H. J. C. Hoffman and Samuel C. Williams, 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 thereto annexed.

SUB--RENTS

An Annuity or annual sub-rent of Thirty dollars, issuing out of a lot of ground in the City of Baltimore, on the west side of Bethel Street, 79 feet north of Bank Street, fronting 10 feet 4 inches by 51 feet, No. 324 S. Bethel Street, redeemable at 6%, this lot is part of a larger lot on which is reserved an annual rent of Seventy-six Dollars and fifty cents.

See S. C. L. #4575, folio 375 and 541 375.00

An Annuity or annual sub-rent of Thirty-six dollars, issuing out of a lot of ground in the City of Baltimore, on the south side of Eastern Avenue, 13 feet, 6½ inches west of Durham Street, fronting 12 feet 8½ inches by irregular depth, No. 1807 Eastern Avenue, redeemable at 6%, this lot is part of a larger lot on which is reserved an annual rent of Thirty-six Dollars.

See R. O. No. 1983 folio 298. 553.84

An Annuity or annual sub-rent of Sixty dollars, issuing out of a lot of ground in the City of Baltimore, on the east side of Fremont Street, between Laurens and Presstman Streets, fronting 16 feet with an irregular depth, No. 1337 N. Fremont Street, redeemable at 6%; this lot is part of a larger lot on which is reserved an annual rent of Twenty-four dollars.

See S. C. L. #2798 folio 254 and 257 857.14

An Annuity or annual sub-rent of Twenty-three dollars, issuing out of a lot of ground in the City of Baltimore, at the northwest corner of Patterson Park Avenue and Fleet Street, fronting 15 feet by 114 feet and 3 inches, No. 516 S. Patterson Park Avenue, irredeemable. This lot is part of a larger lot

on which is reserved an annual rent of Thirty Dollars and is subject to three sub-
 ----- leasesm one of which reserves a Thirty dollar rent, which is paid
 direct to the owner of the original rent, and a rent of 1¢ and the \$23.00 rent
 above-mentioned.

See S. C. L. #2946, folio 527.

353.84

LEASEHOLD.

A Certain Lot of Ground in the City of Baltimore, beginning on the north side
 of Ashland Avenue, about 114 feet east of Washington Street; fronting on said
 first mentioned street about 14 feet, with a depth of about 85 feet to an alley.
 Said lot of ground being subject to an annual ground rent of \$42.00. Together
 with the improvements thereon being a 2-story brick house, No. 2016 Ashland Ave-
 nue. See S. C. L. No. 5417, folio 483.

1500.00

A Certain Lot Of Ground in the City of Baltimore, beginning on the east side
 of Broadway, about 100 feet north of Ashland Avenue, fronting on said first men-
 tioned street about 16 feet, with a depth of about 100 feet to an alley.
 Said lot of ground being subject to an annual ground rent of \$50.00. Togeth-
 er with the improvements thereon being a 3-story brick house, No. 913 N. Broad-
 way. See S. C. L. #5121, folio 94.

2000.00

A Certain Lot Of Ground in the City of Baltimore, beginning on the south
 side of Eager Street, about 45 feet east of Central Avenue; fronting on said
 first mentioned street about 15 feet, with a depth of 60 feet to an alley.
 Said lot of ground being subject to an annual ground rent of \$30.00. Togeth-
 er with the improvements thereon, being a 3-story brick house, No. 1307 Eager
 Street. S. C. L. #5318, folio 561.

1200.00

A Certain Lot Of Ground in the City of Baltimore, beginning on the south
 side of Pratt Street, about 77 feet 1 inch east of Spring Street; fronting on
 said first mentioned street about 14 feet, with a depth of 58 feet, 2 inches.
 Said lot of ground being subject to an annual ground rent of \$30.00. Together
 with the improvements thereon being a ___ story brick house, No. 1423 E. Pratt
 Street. See S. C. L. #5334, folio 111.

2000.00

A Certain Lot Of Ground in the City of Baltimore, beginning on the south
 side of Pratt Street, about 95 feet west of Caroline Street; fronting on said
 first mentioned street about 14 feet, with a depth of 58 feet 2 inches. Said
 lot of ground being subject to an annual ground rent of \$30.00. Together with
 the improvements thereon being a ___ story brick house, No. 1425 E. Pratt St.

See S. C. L. #5334, folio 111.

2000.00

A Certain Lot Of Ground in the City of Baltimore, beginning on the north-
 east side of Pennsylvania Avenue, about 28 feet 11½ inches southeast of Lin-
 brook Avenue; fronting on said first mentioned street about 14 feet 5½ inch-
 es, with a depth of 78 feet to an alley. Said lot of ground being subject
 to an annual ground rent of \$65.00. Together with the improvements there-
 on being a ___ story brick house, No. 2259 Pennsylvania Avenue.

See S. C. L. #5303, folio 108.

3000.00

A Certain Lot Of Ground in the City of Baltimore, beginning on the east

side of Rose Street, about 130 feet 6 inches south of Federal Street; fronting on said first mentioned street about 12 feet, with a depth of 65 feet to an alley.

Said lot of ground being subject to an annual ground rent of \$36.00. Together with the improvements thereon being a 2-story brick house, No. 1507 N. Rose Street. See S. C. L. #5573, folio 159. 1500.00

A Certain Lot Of Ground in the City of Baltimore, beginning on the northwest side of Wilkens Avenue, about 55 feet southwest of Payson Street; fronting on said first mentioned street about 13 feet 8 inches by 80 feet to an alley. Said lot of ground being subject to an annual ground rent of \$45.00. Together with the improvements thereon being a 2 story brick house, No. 2008 Wilkens Avenue. See S. C. L. #5602, folio 610. 1500.00

SECURITIES

SHARES.

300	American Brewery Co. Inc. No. 2063 Capital stock, par value \$1.00)		
200	" " " " " 2319 " " " " 2 }		1000.00
	The Arundel Corporation No. Par		
50	19643		
50	21936		
25	27028		
25	29610		
<u>20</u>	33622	@ 21	3570.00
170			
	Auto Cruiser Co. of America , Inc		
50	No. 27 - Common - Par \$10		
50	191 " "		No market
	The Equitable Trust Co. of Balto.		
83	No. 7909	@ 20	1660.00
	The Interstate Amiesite Co. Del.		
500	No. 978 - Common - No Par		No value
	Interstate Home Equipment Co., Inc. Del.		
100	No. C-1097 Common Par \$1.00		
100	No. C-1229 " "		No market
	Lincoln Service Corp. del.		
32	No. 1220 - Preferred - Par \$50.00 - 7% Cum.		No market
	The Mar Tex Oil Co.		
200	A-752 - Common stock - Class A - Par \$1.00		No market
1000	A-1356 Mobile Gas Service Corp.		
	First Mtge. Income Bond, Series Due Oct. 1, 1956 @ 65		650.00
	New England Gas & Elec. Asso.		
12	N-07181 - \$5.50 preferred - dividend series	@ 42	504.00
	Railroad Employees Corp.		
2	2920 - Class A Common No par	@ 7	
15	2921 " " " " "		119.00

Railroad Employees Corp.

4	5742 Div. 80¢ per share per annum - cum.		
30	5751 " " " " " " " "	@ 12	408.00
	Universal Corporation - Voting Trust Certificate		
100	No. V-1501		
30	V-01d46	@ 6	780.00
	Central Gas & Elec. Co.		
500	D-1508 Due 3/1/46 6%		
500	D- 852 " " "	@ 80	800.00
	Central Gas & Elec. Co.		
	Coll. Trust Sinking Fund Gold bon_ 3/1/46		
1000	M-1752 - 6% 1st lien		
1000	M-5003 " " "	@80	1600.00
	Central States Edison		
500	D-117 - 3/1/50 3% fixed interest		
500	D- 83 " " "	@ 68	680.00
	Central States Edison		
50	U-192 Capital Stock Par \$1.00		
50	U-263 " " " 1.00	@ 2	200.00
	Republic of Peru		
1000	M-38839-6% -12/1/60	@ 19	190.00
	The Merchants National Bank		
	Cert. of Beneficial Int. No. 1303 - 6/30/38 - 50/400,000		
5	shares Amusement Corp. of America, Pfd.	75	375.00
370	" Capitol Theatre Com.	10	3705.00
191	" Capitol Theatre, Pfd.	100	19,100.00
329	" Harlem Theatre, Com.	3	987.00
209	" Harlem Theatre, Pfd.	100	20,900.00
75	" Rialto Theatre, Com.	5	375.00
50	" Rialto Theatre Pfd.	100	5,000.00
15	" Forest Theatre, Com.	10	150.00
30	" " " Pfd.	100	3,000.00
196	" State Theatre, Com.	5	980.00
22	" State Theatre, Pfd.	100	<u>2,200.00</u>
			\$85,772.82

We, The Subscribers, Do Certify that the foregoing is a true and just inventory, and valuation of all and singular the goods, chattels and personal estate of the said William Hofmeister 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 All of Which, we hereunto subscribe our names, and affix our seals, this 4th day of August, 1937.

Appraisers: H. J. C. Hoffman (Seal)
Samuel C. Williams (Seal)

Amount of appraisement as above,

85,772.82

Cash in the house at the time of deceased's death,

Amount brought forward 85,772.82
 Cash in bank at the time of deceased's death,

Whole amount of inventory,
 Morris A. Rome
 Carrie Kimpel
George P. Schulbe
 Executors

Subscribed and sworn to this 11th day of August, 1937
 Witness my hand and Notarial Seal.

(Seal) (Notarial Seal) Grace Boehl
Notary Public

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 foregoing is a true and full copy of the Personal Inventory Estate of William Hofmeister, late of said city, deceased, taken from Inventories Liber J. H. B. No. 274 folio ___ &c., 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 14th day of August, in the year of our Lord nineteen hundred and thirty seven.

 John H. Bouse
 Register of Wills for Baltimore City.

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 Plaintiff's Exhibit "D" filed the 18th day of August, 1937.

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 19th day of December, A. D. 1939.

(Corporate Seal) Charles A. McNabb
Clerk.

LIST OF DEBTS.

<u>Mortgages:</u>	<u>Property Pledged.</u>	<u>Amount</u>
N. Rubin and wife	Pulaski St. & Wilkens Ave.	9,000.00
M. B. & Sadie L. Wagner	905 Chauncey Ave.	3,500.00
Simon Greenfeld & wife and Max B. Mayer & wife	4301 Pimlico Ave.	8,550.00
Jos. & Lea D. Sindler	2348 Eutaw Place	5,500.00
E. & Dora Hoffman	1103 Pennsylvania Ave.	3,250.00
Tenants Realty Co.	836-39 Rutland Ave.	
	1800 Ashland Ave.	9,350.00
Michel Siegel	2411 Eutaw Place	6,250.00
Samuel Peregoff	901-3-5 Whitelock St.	56,704.97

Samuel Peregoff	1400 E. Baltimore Street	4,000.00
N. & Jennie Berkow	2900 Parkwood Ave.	3,500.00
Aaron Sindler	2419 Eutaw Place	4,500.00
Mrs. Lena Richmond	846 Harford Ave.	1,500.00
Amusement Co. of Amer.	613 Poplar Grove St.	17,000.00
Mrs. Mendel Dupkin	Lot, Brookfield Ave.	8,000.00
Accomodating Bldg. & Loan Asso.,	1600 Thomas Avenue	6,000.00
Mrs. M. E. Gude & Safe Deposit & Trust Co.	109-11-13 South St. 8-10-12 W. Barre St., 120 S. Calvert St.	30,000.00
Hyman Dorransky	2207 E. Baltimore St.	3,000.00
Simon Greenfeld	6828 Harford Rd.	8,000.00
Mrs. Gussie Kaminsky	3917 Norfolk Ave.	1,845.00
Edw. C. Schaumloeffel	Lot, Stoney Creek,	500.00
A. Levin & Sam Sokols	1421 E. Baltimore St.	6,000.00
H. Schuman	2208 E. Baltimore St.	2,500.00
Jones Creek Lot	Lot 215- 16 Sect. B. Chesapeake Terrace	871.00
Rita Anderson	1507 N. Rose Street	1,485.95
State Theatre Co.	Harford Ave. & Oliver St.	53,800.00
Capitol Theatre Co.	1532 W. Baltimore St.	30,000.00
Harlem Theatre Co.	616 N. Gilmor St.	44,000.00
<u>Promissory notes:</u>		
Mt. Pleasant Corp.		1,000.00
N. Blivess		400.00
S. Greenfeld		<u>700.00</u>
TOTAL		\$330,706.92
Mortgages:		
William H. Haussner and wife	3244 Eastern Avenue 420 N. Clinton St.	6,500.00
William T. Warner	1703 Gough Street	<u>297.05</u>
		\$337,503.97

Morris A. Rome

Frederick H. Hennighausen

Carrie A. Kimpel

George P. Schulbe

Executors.

State of Maryland: Baltimore City: , To Wit:

I hereby certify that on this 11th day of August, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid personally appeared Morris A. Rome, Frederick H. Hennighausen, Carrie A. Kimpel, and George P. Schulbe, Executors of the Estate of William Hofmeister, deceased, and made oath in due form of law that the matters and facts set forth in the foregoing list is true to the best of their knowledge, information and belief.

As witness my hand and notarial seal.

(Notarial Seal)

Grace L. Boehl

Notary Public

(Seal)

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 foregoing is a true and full copy of the List of Debts, Estate of William Hofmeister, late of said city, deceased, taken from Inventories Liber J. H. B. No. 274, folio ___&c., 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 14th day of August, in the year of our Lord nineteen hundred and thirty seven.

(Corporate Seal)

John H. Bouse

Register of Wills for Baltimore City.

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 Plaintiff's Exhibit "E" filed the 18th. day of August, 1937.

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 19th day of December, A. D. 1939.

(Corporate Seal)

Charles A. McNabb

Clerk.

To The Honorable, The Judge of Said Court:

Katherine E. Schulbe, one of the Respondents in the above entitled case, for answer to the Bill of Complaint in this case says:-

That she assents to the passage of the relief as prayed in said Bill of Complaint.

Charles F. Stein, Jr.,

Katherine E. Schulbe

Solicitor for Respondent.

Respondent.

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 Answer of Katherine E. Schulbe, filed the 4th. day of September, 1937.

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 19th day of December, A. D. 1939.

(Corporate Seal)

Charles A. McNabb

Clerk.

To The Honorable, The Judge of Said Court:

Edward Kimpel, one of the Respondents in the above entitled case, for answer to the Bill of Complaint in this case says:-

That he assents to the passage of the relief as prayed in said Bill of Complaint.

Charles F. Stein, Jr.,
Solicitor for Respondent.

Edward A. Kimpel

Respondent.

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 Answer of Edward Kimpel, filed the 9th. day of September, 1937.

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 19th day of December, A. D. 1939.

(Corporate Seal)

Charles A. McNabb
Clerk.

To The Honorable, The Judge of Said Court:

Gessina Hofmeister and John Hofmeister, Jr., Respondents in the above entitled case, for answer to the Bill of Complaint in this case says:-

That they assent to the passage of the relief as prayed in said Bill of Complaint.

F. Millard Foard
Solicitor for Respondent

Gesina L. Hofmeister
John S. Hofmeister, Jr.

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 Answer of Gessina Hofmeister and John Hofmeister, Jr., filed the 10th. day of September, 1937.

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 19th day of December, A. D. 1939

(Corporate Seal)

Charles A. McNabb
Clerk.

To The Honorable, The Judge of Said Court:

Jean Hofmeister and Lillian Hofmeister, his wife, Respondents in the above entitled case for answer to the Bill of Complaint in this case says:-

That they assent to the passage of the relief as prayed in said Bill of Complaint.

Charles F. Stein, Jr.,
Solicitor for Respondents.

Jean Hofmeister
Lillian Hofmeister
Respondents.

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 Answer of Jean Hofmeister and Lillian Hofmeister, his wife, filed the 9th. day of September, 1937.

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 19th day of December, A. D. 1939.

(Corporate Seal)

Charles A. McNabb
Clerk.

To The Honorable, The Judge of Said Court:

The Answer of the Hospital for Consumptives of Maryland to the Bill of Complaint filed in the above entitled cause, respectfully shows:

1. That the only interest which this Respondent has in the above entitled cause,-- is in a legacy of Two hundred dollars, bequeathed to it under the Last Will and Testament of William Hofmeister, whose will is filed as an exhibit in the above entitled cause.

2. That this Respondent admits the matters and facts alleged in said Bill of Complaint and consents to such decree as may be passed for the liquidation of the estate and to provide funds for the payment of debts, taxes and legacies.

And as in duty bound, etc.

Frederick J. Singley
Solicitor for the Hospital
for Consumptives of Maryland.

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 Answer of the Hospital for Consumptives of Maryland, filed the 25th. day of August, 1937.

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 19th day of December, A. D. 1939.

(Corporate Seal)

Charles A. McNabb
Clerk.

To The Honorable, The Judge of Said Court:-

The answer of the General German Orphan Association of the State of Maryland, one of the defendants named in the bill of complaint, respectfully shows:-

First:- It admits the allegations made in paragraphs one, two and three of said bill of complaint.

Second:- It believes the allegations made in paragraphs four and five of said bill of complaint but respectfully refers to said Last Will and Testament as the proper evidence of its provisions and contents, as a certified copy is filed in this proceeding marked "Plaintiffs' Exhibit A".

Third:- It also believes the matters and facts set forth and referred to in paragraph six of said bill of complaint and consents to the passage of such order or decree in the premises as to the Court may seem meet and proper.

Having fully answered said bill of complaint, it prays that it may be hence dismissed with its reasonable costs.

John C. Kump
Attorney for General German Orphan
Association of the State of Maryland,
Defendant

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 Answer to Bill of Complaint, filed the 23rd. day of September, 1937.

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 19th day of December, A. D. 1939.

(Corporate Seal)

Charles A. McNabb, Clerk

The Answer of the Little Sisters of the Poor to the Bill of Complaint filed against it in the above entitled case respectfully represents:

That the only interest it has in this matter is a legacy of One Hundred Dollars (\$100.00) bequeathed to it under the Last Will and Testament of William Hofmeister.

That it consents to the relief prayed and to the sale of whatever portion of the estate may be necessary to effect the objects and purposes set out in the Bill of Complaint.

And As In Duty Bound, &c.,

Test:	(Seal)	Little Sisters of the Poor
Sister Pauline		By Sister Stanislas
Secretary.		President.
Wm. M. Travers		
Attorney.		

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 Answer to Bill of Complaint, filed the 11th. day of September, 1937.
 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 19th day of December, A. D. 1939.

(Corporate Seal) Charles A. McNabb
 Clerk.

To The Honorable, The Judge of Said Court:

The answer of the Baltimore Eastern Dispensary to the Bill of Complaint filed in the above entitled cause respectfully shows:

That this respondent admits the matters and facts alleged in said bill of complaint and consents to such decree as may be passed for the liquidation of the estate and to provide funds for the payment of debts, taxes and legacies.

And as in duty bound, etc.

Kohlerman & Dumler
 Solicitor for Baltimore
 Eastern Dispensary.

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 Answer of Baltimore Eastern Dispensary filed the 10th. day of September, 1937.
 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 19th day of December, A. D. 1939.

(Corporate Seal) Charles A. McNabb
 Clerk.

The Answer of the Associated Jewish Charities of Baltimore City to the Bill of Complaint filed in the above entitled cause, respectfully shows:

- 1.- That by Item First (J) of the Last Will and Testament of William Hofmeister, Deceased, your respondent was bequeathed the sum of One Hundred Dollars.
2. That your Respondent admits the matters and facts alleged in said Bill of Complaint,

and consents to the passage of a Decree granting the relief prayed in said Bill of Complaint.

Nyburg, Goldman & Walter
Attorneys for Associated Jewish
Charities of Baltimore City.

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 Answer of Associated Jewish Charities of Baltimore City, filed the 17th. day of September, 1937.

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 19th day of December, A. D. 1939.

(Corporate Seal)

Charles A. McNabb
Clerk.

To The Honorable, The Judge of Said Court:

The Answer of The President and Directors of the General German Aged People's Home of Baltimore City, to the Bill of Complaint, filed in the above entitled cause against it and others in this Court exhibited.

This respondent shows:

1 - That the sole interest which this respondent has in this case is in a legacy of One Hundred (\$100.00) Dollars bequeathed to the German Aged People's Home, Baltimore and Payson Streets, the correct corporate name of the Home being "The President and Directors of the General German Aged People's Home of Baltimore City", which legacy is bequested to it by the last will of William Hofmeister, filed as exhibit in this case.

2 - That this respondent admits the matters and facts set forth in said Bill of Complaint and consents to the passage of such decree as may be proper in the premises.

And as in duty bound, etc.

Alfonso Von Wyszecke
Solicitor for Respondent.

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 Answer of The General German Aged People's Home, filed the 10th. day of September, 1937.

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 19th day of December, A. D. 1939.

(Corporate Seal)

Charles A. McNabb
Clerk.

To The Honorable, The Judges of the Said Court:

The Answer of the Inner Mission Society of the Evangelical Lutheran Church of Baltimore City and Vicinity, Incorporated, a body corporate, to the Bill of Complaint heretofore filed against it under the name of the "Lutheran Inner-Mission Society", and others, in the above entitled cause, respectfully shows:

First. -That William Hofmeister, late of the City of Baltimore, deceased, by sub-section "L" of paragraph First of his Last Will and Testament, a copy whereof has been filed in the

above entitled cause as an exhibit, bequeathed to the Lutheran Inner-Mission Society, 509 Park Avenue, Baltimore, Maryland, the sum of one hundred dollars (\$100); the correct corporate name of the said Society being The Inner Mission Society of the Evangelical Lutheran Church of Baltimore City and Vicinity, Incorporated, which said legacy is the only interest that this Respondent has in the above entitled cause.

Second. - That while it believes the matters and facts alleged in the said Bill of Complaint are true, yet having no actual knowledge of the same it can neither admit nor deny the same, but demands full and strict proof thereof by the Plaintiffs; except that it admits the allegations of paragraph 5 as to the aforesaid legacy bequeathed to it.

Third. - That this Respondent consents to the passage of such decree as may seem right and proper to this Honorable Court for the purpose of settling and liquidating the estate of the said William Hofmeister, deceased, and of providing sufficient funds for the payment of debts, taxes and the legacies bequeathed by his Will.

Wherefore, having fully answered the said Bill of Complaint in so far as it has been advised that it is necessary for it to do, it submits the matters involved to the determination of this Honorable Court, and it prays to be hence dismissed with its proper costs.

And as in Duty Bound, etc.

Carl Martin Distler
Solicitor for Respondent,
The Inner Mission Society
of the Evangelical Lutheran
Church of Baltimore City and
Vicinity, Incorporated.

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 Answer of The Inner Mission Society of the Evangelical Lutheran Church of Baltimore City and Vicinity Incorporated filed the 21st. day of September, 1937.

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 19th day of December, A. D. 1939.

(Corporate Seal)

Charles A. McNabb
Clerk.

To The Honorable, The Judge of Said Court:

Ollie Wise, one of the Respondents in the above entitled case, for answer to the Bill of Complaint in this case says:-

That he assents to the passage of the relief as prayed in said Bill of Complaint.

Charles F. Stein, Jr.
Solicitor for Respondent.

Ollie Wise
Respondent.

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 Answer of Ollie Wise, filed the 4th. day of September, 1937.

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 19th day of December, A. D. 1939.

(Corporate Seal) Charles A. McNabb
Clerk.

To The Honorable, The Judge of Said Court:

The Answer of the Evangelical Lutheran Association of the Augsburg Home for Orphans and the Aged of Baltimore City to the bill of complaint filed in the above entitled cause, respectfully shows:

1. That by the last will and testament of William Hofmeister, deceased, copy whereof is filed in this cause as an exhibit, the sum of One Hundred Dollars (\$100.-) was bequeathed to the "Augsburg Home for Orphans and Aged"; that the correct corporate name of the said institution is "Evangelical Lutheran Association of the Augsburg Home for Orphans and the Aged of Baltimore City".

2. That this Respondent admits the matters and facts alleged in said bill of complaint and consents to such decree as may be passed for the liquidation of the estate and to provide funds for the payment of debts, taxes and legacies.

And, as in duty bound, etc.,

Herbert F. Kuenne
Solicitor for the Evangelical
Lutheran Association of the Augsburg
Home for Orphans and the Aged of Baltimore City.

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 Answer of Evangelical Lutheran Association of Augsburg Home for Orphans and the Aged of Baltimore City, filed the 31st. day of August, 1937. 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 19th day of December, A. D. 1939.

(Corporate Seal) Charles A. McNabb
Clerk.

To The Honorable, The Judge of Said Court:

The answer of The Johns Hopkins Hospital, a body corporate, incorporated under the Laws of the State of Maryland, to the Bill of Complaint filed in said cause, respectfully says:

Answering the first, second and third paragraphs in said Bill of Complaint, your Respondent admits the allegations as alleged in said paragraphs.

Answering the fourth paragraph of said Bill of Complaint, your Respondent believes the allegations therein set forth to be true, but for greater certainty as to the meaning and effect of the contents of said Will, respectfully refers to same.

Answering the fifth paragraph of said Bill of Complaint, your Respondent says that the Johns Hopkins Colored Orphan Asylum, erroneously called in the Last Will and Testament of William Hofmeister, deceased, also in said Bill of Complaint, - "the Johns Hopkins Colored Orphan Association of Baltimore" - was never an incorporated body, and is not now in existence. The said Johns Hopkins Colored Orphan Asylum was created and operated by the Trustees of The Johns Hopkins Hospital as a part or department thereof, at the instance and request of the late

Johns Hopkins out of the income of the General Endowment Fund.

Your Respondent believes that the bequest of One Hundred Dollars (\$100.) in paragraph "H" in said Last Will and Testament of William Hofmeister, deceased, was intended for The Johns Hopkins Hospital, to be used by the Trustees of said Hospital toward the maintenance and support of said Asylum, not knowing at the time of the execution of said Will of the non-existence of the said Asylum, and that the said sum of One Hundred Dollars (\$100.) so bequeathed can now be used by the Trustees of The Johns Hopkins Hospital for the care and treatment of indigent sick poor colored people.

Answering the sixth paragraph of said Bill, your Respondent says, that so far as same contains allegations of fact, this Respondent has no knowledge of the truth of same and can neither admit nor deny them, and so far as it alleges conclusions or raises questions of law, your Respondent is not required to answer same.

Having fully answered the said Bill of Complaint, your Respondent prays to be dismissed hence with its proper costs.

And as in duty, etc.

Earle A. Kraft

Solicitor for Respondent.

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 Answer, filed the 14th. day of September, 1937.

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 19th day of December, A. D. 1939.

(Corporate Seal)

Charles A. McNabb
Clerk.

Upon The Petition of Carrie Kimpel, George P. Schulbe, Morris A. Rome and Frederick H. Hennighausen, Executors of the Last Will and Testament of William Hofmeister, deceased, and Consents filed thereto, it is this 4th day of October, 1937, by the Circuit Court No. 2 of Baltimore City, Ordered and Decreed that this Court assume jurisdiction over the further administration of the Estate of William Hofmeister, deceased, and also of the trusts to be administered under the provisions of the Last Will and Testament of the said William Hofmeister, deceased.

Edwin T. Dickerson

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 Decree signed the 4th. day of October, 1937. 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 19th day of December, A. D. 1939.

(Corporate Seal)

Charles A. McNabb
Clerk.

*For further info see
J. L. H. No. 51 - Vol. 227*

Maoma A. Burkhart : No. 7747 Equity
 vs. : In the Circuit Court for
 Seth H. Linthicum, et.al. : Anne Arundel County
 Filed Jany. 20th. 1940. In The Circuit Court of Baltimore City.
 For Previous Proceedings see Equity No. 47 Folio 72 to 84 inclusive.

Report - Filed 28th July 1939.

To The Honorable, The Judge of Said Court:

The report of Howard C. Wilcox and H. Vernon Eney, Trustees under decree in this cause to make sale of certain real estate, respectfully shows:

That having duly qualified under said decree by giving approved bond, 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 twenty-fifth day of July, 1939, with Annie E. Umbach to sell to her the property situate in Anne Arundel County being Lot No. 90 on the Plat of Briar Cliff, with the improvements thereon, in fee simple, subject to the restrictions in a certain deed from G. Milton Linthicum to J. Charles Linthicum recorded among the Land Records of said county in Liber F. S. R. No. 15, folio 181 etc., at and for the price of Ten hundred and twenty dollars (\$1020.00) of which One hundred dollars (\$100.00) have been paid on account and the balance is to be paid in cash upon ratification of said sale by this Honorable Court, the contract providing that the above consideration includes the title policy of the Maryland Title Guarantee Company to be paid for by the vendors, the purchaser to pay for the recording of the deed and one-half the cost of the documentary stamps; taxes, Anne Arundel County Benefit assessment charges and any other fixed expenses to be paid or allowed for by the vendors to date of transfer; and the agreement further provides that the vendors shall pay a commission of Fifty dollars (\$50.00) to Seth H. Linthicum for making this sale. Euy

The said Trustees file herewith the aforesaid agreement of sale and pray that the same be ratified.

And As In Duty Bound etc.

Thos. F. Cadwalader
 Solr. for Trustees

Howard C. Wilcox
 H. Vernon Eney
 Trustees.

State of Maryland, City of Baltimore, SS:

On this 27th day of July 1939, before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Howard C. Wilcox 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)

Pearl D. Whaley

(Place)

Notary Public

CONTRACT OF SALE

This Agreement, Made this 25th day of July nineteen hundred and thirty-nine by and between Howard C. Wilcox and H. Vernon Eney, Trustees appointed by the Circuit Court of Baltimore City

in the Case of Burkhart vs Linthicum, et al. of the first part and Annie E. Umbach, 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, State of Maryland, being Lot No. 90 on the Plat of Briar Cliff, with the improvements thereon, in Fee simple, subject to the restrictions in Deed from G. Milton Linthicum to J. Charles Linthicum recorded in F. S. R. No. 15 folio 181 &c.

At and for the price of Ten Hundred and Twenty Dollars (\$1,020.00) of which One Hundred Dollars (\$100.00) have been paid prior to the signing hereof and the balance is to be paid as follows: In Cash upon ratification of said sale by the Circuit Court of Baltimore City, subject to which ratification, this contract is made.

It is understood that the above consideration includes a title policy of The Maryland Title Guarantee Company to be paid for by the vendors, the purchaser to pay for the recording of the deed and one-half of the cost of the documentary stamps.

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 Vendors which shall convey the property by a good and merchantable title to the Vendee Taxes, Anne Arundel County Benefit assessment charges and any other fixed expenses to be paid or allowed for by the Vendors to date of transfer.

Time is the essence of this contract.

It is agreed that vendors shall pay a commission of Fifty Dollars (\$50.00) to Seth H. Linthicum for making this sale.

Witness our hands and seals.

Test:

John R. Cupit

Howard C. Wilcox (Seal)

Howard C. Wilcox Trustee

H. Vernon Eney (Seal)

H. Vernon Eney, Trustee

Annie E. Umbach (Seal)

Annie E. Umbach

ORDER

Ordered by the Circuit Court of Baltimore City this 28th day of July, 1939, that the private sale of the property known as Lot No. 90 on the Plat of Briar Cliff, Anne Arundel County, being one of the properties mentioned in these proceedings, which sale was made and reported by Howard C. Wilcox and H. Vernon Eney, Trustees appointed by decree of this Court to make sale thereof, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 28th day of August next; provided a copy of this order be inserted in some daily newspaper printed in the City of Baltimore once in each of three successive weeks before the 21st day of August next.

The Report states the amount of the private sale to be Ten Hundred and Twenty Dollars (\$1020.00) less Fifty dollars (\$50.00) commission and cost of title policy.

W. Conwell Smith

Judge.

Baltimore, Aug. 12th 1939

We hereby certify that the annexed advertisement of Order nisi Circuit Court of Baltimore

City, Case of Maoma A. Burkhardt, et al. vs Seth H. Linthicum, et al. was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 21st day of August, 1939. First insertion July 29th, 1939

The Daily Record

Per Chester T. Watkins

FINAL ORDER OF RATIFICATION

Ordered by the Circuit Court of Baltimore City this 30th day of August, 1939, that the private 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 by the order nisi passed in said cause; and the aforesaid Trustees are allowed the usual commissions and such proper expenses as they shall produce vouchers for to the Auditor.

W. Conwell Smith

Judge.

Report of Sale and Agreement --Filed 29th August 1939

Maoma A. Burkhardt Et Al.

vs.

Seth H. Linthicum Et Al.

In The Circuit Court

of

Baltimore City

To The Honorable, The Judge of Said Court:

The report of Howard C. Wilcox and H. Vernon Eney, Trustees under decree in this cause to make sale of certain real estate, respectfully shows:

That having duly qualified under said decree by giving approved bond, 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 twenty-eighth day of August, 1939, with Ulric G. Brock and Della B. Brock, his wife, to sell to them the property situate in Anne Arundel County, State of Maryland, being Lot No. 39 on the south side of Hilltop Road, Linthicum Heights, and being the property conveyed by deed from John DeGrange and wife to J. Charles Linthicum, dated July 25, 1929, and recorded among the Land Records of said county in Liber F. S. R. No. 59, folio 340 etc., in fee simple, subject to the operation and effect of such restrictions as shall have been imposed on said property, at and for the price of Forty-five Hundred and Sixty Dollars (\$4,560.00) of which One Hundred Dollars (\$100.00) have been paid on account and the balance is to be paid in cash upon ratification of said sale by this Honorable Court, the contract providing that the above consideration includes the title policy of the Maryland Title Guarantee Company to be paid for by the vendors, charges for documentary stamps, recording, etc. to be borne by vendees; taxes, Anne Arundel County Benefit assessment charges and any other fixed expenses to be paid or allowed for by the vendors to date of transfer.

The said Trustees file herewith the aforesaid agreement of sale and pray that the same be ratified.

And as in duty bound etc.

Thos F. Cadwalader

Thos. F. Cadwalder

F. C. C.

Atty. for Trustees.

Howard C. Wilcox

Howard C. Wilcox

H. Vernon Eney

H. Vernon Eney, Trustees.

State of Maryland, City of Baltimore, SS:

On this 29th day of August 1939, before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Howard C. Wilcox 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)	Pearl D. Whaley
(Place)	Pearl D. Whaley
	Notary Public

CONTRACT OF SALE

This Agreement, Made this 28th day of August, nineteen hundred and thirty-nine between Howard C. Wilcox and H. Vernon Eney, Trustees appointed by the Circuit Court of Baltimore City in the case of Burkhart vs. Linthicum, et al. (Docket 78 A/288) of the first part, and Ulric G. Brock and Della B. Brock, his wife, of Anne Arundel County, of the second part

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 do hereby purchase from the former the following described property, situate and lying in Anne Arundel County, State of Maryland, being Lot No. 39 on the south side of Hilltop Road, Linthicum Heights and being the property conveyed by Deed from John DeGrange and wife to J. Charles Linthicum, dated July 25, 1929 and recorded among the Land Records of said county in Liber F. S. R. No. 59 folio 340 &c., in fee simple, subject however to the operation and effect of such restrictions as shall have been imposed on said property.

(The above property is sold with title policy of The Maryland Title Guarantee Company to be issued in the names of said purchasers, the cost of said policy to be borne by the vendors, Charges for documentary stamps, recording, etc, to be borne by vendees.)

At and for the price of Forty-five Hundred and Sixty Dollars (\$4560.00) of which One Hundred Dollars (\$100.00) have been paid prior to the signing hereof and the balance is to be paid as follows: In Cash upon ratification of this sale by the Circuit Court of Baltimore City, subject to which ratification this contract is entered into.

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 Vendors which shall convey the property by a good and merchantable title to the Vendees.

Taxes, A. A. Co. Sanitary Commission charges and any other fixed expenses to be paid or allowed for by the Vendor to date of transfer.

Time is the essence of this contract.

Witness our hands and seals.

Test:

Loie M. Sander

Howard C. Wilcox (Seal)
Howard C. Wilcox Trustee
H. Vernon Eney (Seal)
H. Vernon Eney Trustee
Ulric G. Brock (Seal)
Ulric G. Brock
Della B. Brock (Seal)
Della B. Brock

(Order Nisi)

Maoma A. Burkhardt, Et Al.

vs.

Seth H. Linthicum, Et al.

In The Circuit Court

of

Baltimore City

Ordered, by the Circuit Court of Baltimore City this 29th day of August, 1939, that the 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 29th day of September, 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 22nd day of September, 1939.

The Report states the amount of sale to be \$4,560.00

W. Conwell Smith

Baltimore, Sept. 13, 1939.

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court of Baltimore City, Case of Maoma A. Burkhardt, et al. vs. Seth H. Linthicum, et al. was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive/weeks before the 22nd day of Sept., 1939 First insertion Aug. 30th, 1939

The Daily Record

Per Arthur M. Stevenson, 3rd.

Maoma A. Burkhardt, et al

vs.

Seth H. Linthicum, et al

In The Circuit Court

of

Baltimore City

Ordered By The Court, This 30th day of September, 1939, that the sale made and reported by the Trustees on August 29th, 1939 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 they shall produce vouchers for to the Auditor.

W. Conwell Smith

Agreement and Report of Sale Filed 17th November 1939

Maoma A. Burkhardt Et al.

vs.

Seth H. Linthicum, Et Al.

In The Circuit Court

of

Baltimore City

To The Honorable, The Judge of Said Court:

The report of Howard C. Wilcox and H. Vernon Eney, Trustees under decree in this cause to make sale of certain real and leasehold estate, respectfully shows:

That having duly qualified under said decree by giving approved bond, 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 sixteenth day of November, 1939, with John Nicholson Sr., John Nicholson, Jr., and Margaret Nicholson, as joint tenants and not as tenants in common, to sell to them the property situate in Anne Arundel County, State of Maryland, being Lot No. 1 on Plat 3 of Linthicum Heights, recorded in Plat Book G. W. No.1, section 3, folio 337, among the Land Records of said county, the improvements thereon being now known as No. 1 Charles Road, subject

to an annual ground rent of seventy-five dollars (\$75) payable in equal installments on the ninth days of June and December annually, at and for the price of Fifteen hundred thirty dollars (\$1530.00) of which Twenty-five dollars (\$25.00) have been paid on account and the balance is to be paid in cash on ratification of said sale by this Honorable Court, the contract providing that the taxes, ground rent, Anne Arundel County Sanitary Commission charges and other fixed charges be paid or allowed for by the vendors to date of transfer, and further that the above consideration includes the cost of a title policy to be issued by the Maryland Title Guarantee Co. guaranteeing the title to the vendees, the cost of which policy is to be paid by the vendors, the expense of execution of the deed including 1/2 of revenue stamps, and recording etc. to be borne by vendees.

The said Trustees file herewith the aforesaid agreement of sale and pray that the same be ratified.

And as in duty bound, etc.

Thos. F. Cadwalder
Guy B. Brown
Solicitors for Trustees.

Howard C. Wilcox
H. Vernon Eney
Trustees.

State of Maryland, City of Baltimore, SS:

On this 17th day of November 1939, before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Howard C. Wilcox 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)

Joseph F. Fisher

(Place)

Notary Public

CONTRACT OF SALE

This Agreement, Made this 16th day of November, nineteen hundred and twenty-nine between Howard C. Wilcox and H. Vernon Eney, Trustees appointed by decree of the Circuit Court of Baltimore City in the case of Maoma Burkhart vs. Seth H. Linthicum, et al. of the first part, and John Nicholson, Sr., John Nicholson, Jr. and Margaret Nicholson, (as joint tenants and not as tenants in common), of the second part.

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 do hereby purchase from the former the following described property, situate and lying in Anne Arundel County, State of Maryland, being all that lot of ground fronting fifty feet on the northeasternmost side of Charles Road with an irregular depth northeasterly of one hundred and forty-one feet, more or less, and being the lot designated as Lot Numbered One (1) on Plat Three of Linthicum Heights, which plat is recorded in Plat Book G. W. No. 1 Section 3 folio 337, the improvements thereon being now known as No. 1 Charles Road.

(For title See Lease from Howard C. Wilcox, Surviving Trustee, to John S. Watts, dated Dec. 9th, 1935 and recorded among the Land Records of A. A. County in Liber F. A. M. No. 146 folio 351 &c., /Subject to an annual ground rent of \$75.00 (Payable June 9 and December 9)

At and for the price of Fifteen hundred and Thirty Dollars (\$1530.00) of which Twenty-five

Dollars (\$25.00) have been paid prior to the signing hereof and the balance is to be paid as follows: In cash upon the ratification of this sale by the Circuit Court of Baltimore City, subject to which ratification, this agreement is made.

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 Vendors which shall convey the property by a good and merchantable title to the Vendees.

Taxes, ground rent, A. A. County Sanitary Commission charges and other fixed charges to be paid or allowed for by the Vendors to date of transfer.

Time is the essence of this contract.

This sale is made with title guaranteed to the Vendees by The Maryland Title Guarantee Company, the cost of said title policy to be paid for by the Vendors.

Witness our hands and seals

Test:

Virginia B. Raphel

Howard C. Wilcox (Seal)
Howard C. Wilcox Trustee
H. Vernon Eney (Seal)
H. Vernon Eney Trustee
John Nicholson, Sr. (Seal)
John Nicholson, Sr.
John Nicholson, Jr. (Seal)
John Nicholson, Jr.
Margaret Nicholson (Seal)
Margaret Nicholson
per John Nicholson, Sr.

(Order Nisi)

Maoma A. Burkhart, et al.

vs.

Seth H. Linthicum, Et Al

In The Circuit Court
of
Baltimore City

Ordered, by the Circuit Court of Baltimore City this 17th day of November, 1939, that the private Sale of the property mentioned in these proceedings, made and reported by Howard C. Wilcox and H. Vernon Eney Trustee,s be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 18th day of December, 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 11th day of December, 1939.

The Report states the amount of sale to be \$1,530.00

W. Conwell Smith

Baltimore, Dec. 2nd 1939

We hereby certify that the annexed advertisement of Order Nisi Circuit Court of Baltimore City, Case of Maoma A. Burkhart, et al. vs Seth H. Linthicum, et al was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 11th day of Dec., 1939 First insertion Nov. 18th, 1939

The Daily Record

Per A. W. Ritzel

Maoma A. Burkhart, Et Al

vs.

Seth H. Linthicum, Et Al

In The Circuit Court of
Baltimore City

Ordered By The Court, This 19th day of December, 1939, that the sale made and reported by the Trustees on November 17, 1939 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 they shall produce vouchers for to the Auditor.

W. Conwell Smith

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 -----Report of Sale of July 28th, 1939, Contract of Sale, Order Nisi, Certificate of Publication and Final Order of Ratification --- Report of Sale and Agreement of August 29th, 1939, Contract of Sale, Order Nisi, Certificate of Publication and Final Order of Ratification ---- Agreement and Report of Sale of November 17th, 1939, Contract of Sale, Order Nisi, Certificate of Publication and Final Order of Ratification -----

now on file in this office in the cause therein entitled

Maoma A. Burkhardt, Et Al Vs. Seth H. Linthicum, Et Al

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court, this 19th day of January A. D. 1940

(Circuit Court)

Chas. R. Whiteford

(Seal)

Clerk.

For further proceedings see Equity No. 50 Folio 108, etc.

Agnes Larsen	:	No. 6288 Equity
vs.	:	In The Circuit Court for
Burtson A. Hickcox, Jr.	:	Anne Arundel County

Order to Docket --Filed 30 June, 1932

Mr. Clerk:-

Please docket the above entitled case and file the attached mortgage from Burtson A. Hickcox, Jr. to Agnes Larsen, dated January 30 1929 and recorded in your office in the Land Records, Liber F. S. R. No. 48 folio 77 &c.

Meyer Steinberg
Attorney for Plaintiff.

Mortgage --Filed 30 June, 1932.

This Mortgage, Made this 30th day of January in the year nineteen hundred and twenty nine by and between Burtson A. Hickcox, Jr., unmarried, Mortgagor of Baltimore City in the State of Maryland, of the first part, and Agnes Larsen Mortgagee, of the second part.

Whereas said mortgagor is bona fide indebted unto the said mortgagee in the full and just sum of nine hundred and forty (\$940) dollars, being the balance of the purchase price for the hereinafter described property, and to secure the payment of said sum of money in weekly payments of (\$7.00) seven dollars each, which sum is to include interest, payable weekly, with the further provision that said interest is to abate twelve cents weekly, when and as often as one hundred dollars is paid on account of said principal sum of money, this mortgage is executed.

Now This Mortgage Witnesseth, that in consideration of the premises and the sum of One Dollar, the said Mortgagor Burtson A. Hickcox, Jr., doth grant and convey unto the said Mortgagee her heirs and assigns, in fee simple, all those two lots or parcels of ground situate and lying in Anne Arundel County aforesaid, and described as follows:

All those two lots of ground located upon a certain tract of land known as Long Point on the Magothy, in the third election district of Anne Arundel County, State of Maryland, being lots numbered three (3) and four (4) on Plat six (6), as shown on the plat of said tract of land, recorded among the Plat Record books of Anne Arundel County in Plat Record Book No. 1 folio 40.

Being the same los of ground described in a deed from Harry C/Kalben, unmarried, to said mortgagor, bearing even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

Together with the buildings and improvements thereon and the rights, roads, ways, 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 Mortgagee her heirs and assigns, forever, in fee simple.

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 nine hundred and forty 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 himself, his heirs, personal representatives and assigns, doth hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee her personal representatives or assigns, or Meyer Steinberg, 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 her personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of twenty-five dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee 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 Mortgagor his personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for himself, his heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commissions the said Mortgagor for himself, his heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee her personal representatives and assigns, al representatives and assigns, /or Meyer Steinberg, 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 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 himself, his personal representatives and assigns, doth further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee her personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least one thousand Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee her personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee her personal representatives and assigns.

Witness the hand and seal of the said Mortgagor

Test:

Burtson A. Hickcox Jr. (Seal)

Meyer Steinberg

State of Maryland, Baltimore City, To Wit:

I Hereby Certify, that on this 30th day of January in the year nineteen hundred and twenty nine before me, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Burtson A. Hickcox, Jr. unmarried, the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be his act. At the same time also appeared Agnes Larsen 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 Notarial Seal.

(Notarial Seal)

Meyer Steinberg
Notary Public.

Statement of Mortgage Claim. --Filed July 22" 1932.

To this amount of mortgage claim under mortgage dated January 30th. 1929	\$771.60
Interest from June 19th. 1931 to August 2, 1932, day of sale	<u>52.08</u>
	\$823.68

Interest from day of sale until paid -----

State of Maryland, City of Baltimore, to wit:-

I Hereby Certify, That on this 21st day of July, 1932, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Agnes Larsen, 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)

Meyer Steinberg
Notary Public.

Bond. --Filed and Approved 29" July, 1932.

Know all Men by these Presents, That we, Meyer Steinberg, as Principal, and American Surety Company of New York, 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 One 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 23 day of July nineteen hundred and 32.

Whereas, by virtue of a power of sale contained in a mortgage from Burtson A. Hickcox, Jr. to Agnes Larsen bearing date on or about the 30th day of January nineteen hundred and 29 the said Meyer Steinberg 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 been made in the payment of the interest and principal aforesaid, and the said

Meyer Steinberg 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 Meyer Steinberg, 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.

Angela C. Hughes.

(Corporate Seal)

Meyer Steinberg (Seal)

American Surety Company of New York

By Benjamin Michaelson

Attorney in Fact.

Report of Sale --Filed August 4, 1932 Order 8 day of February, 1933

To The Honorable, The Judge of Said Court:-

The Report of Sale of Meyer Steinberg, attorney named in mortgage, filed in these proceedings, respectfully shows:-

That default having occurred in the covenants and conditions of said mortgage, Meyer Steinberg, attorney named in mortgage, after giving bond for the discharge of his trust and which said bond was duly approved, and after 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, Maryland, for more than three successive weeks preceeding the day of sale, did pursuant to said notice on Tuesday, August 2nd. 1932 at 11 O'clock A. M., at the Court House door in Annapolis City, Maryland, attend said sale and then and there sold the property, which is more fully described in the appended advertisement, unto Alfred G. E. Hornig, at and for the sum of \$650.00, he being then and there at that price, the highest bidder therefor.

Meyer Steinberg

Attorney named in mortgage.

State of Maryland, City of Baltimore, to wit:-

I Hereby Certify, that on this 3rd day of August, 1932, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Meyer Steinberg, 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)

Ruth A. Burgemeister

Notary Public.

Advertisement of Sale -- Meyer Steinberg, Attorney, 337 St. Paul Place, Baltimore, Md. Attorney's Sale of valuable fee simple property located at Long Point, Third District, Anne Arundel County, Md.

In pursuance of the power contained in a mortgage from Burtson A. Hickcox, Jr., to Agnes Larsen, dated January 30th, 1929 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 48, folio 77&c., the undersigned attorney named in said mortgage (default having occurred thereunder) will sell at Public Auction at the Court House Door, Annapolis, Maryland, on Tuesday, August 2, 1932, at 11 O'clock A. M., all those two lots of ground im-

proved by a one story frame bungalow located at Long Point and described as follows:
All those two lots of ground located upon a certain tract of land known as Long Point on the Magothy, in the Third Election District of Anne Arundel County, State of Maryland, being lots numbered three (3) and four (4) on Plat six (6) as shown on plat of said tract of land, recorded among the Plat Record Books of Anne Arundel County in Plat Book No. 1, folio 40.

Being the same lots of ground described in a deed from Harry C. Kalben to said mortgagor dated January 30th., 1929 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 48, folio 77 &c.

The improvements thereupon consist of a one story frame bungalow, with electric lights and own supply of water.

Terms of Sale:-Cash upon ratification by the Circuit Court for Anne Arundel County. A deposit of \$200 will be required of the purchaser at the time and place of sale, balance of purchase money to bear interest from day of sale.

Geo. W. Scible, Auctioneer.

Meyer Steinberg,
Attorney named in Mortgage.

ORDER NISI

Ordered, this 4th day of August, 1932, That the sale of the property mentioned in these proceedings made and reported by Meyer Steinberg, Attorney named in Mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of September next.

The report states that the amount of sales to be \$650.00

Frank S. Revell, Clerk.

Certificate of Publication

Annapolis, Md., October, 18, 1932

We hereby certify, that the annexed Order Nisi--Sale--Hickcox Jr. #6288 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 5th day of September, 1932. The first insertion being made the 11th day of August, 1932.

The Capital-Gazette Press, Inc.

By H. L. Strange

Ordered By The Court, This 8th day of February, 1933 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.

Nicholas H. Green, A. J.

Left for Auditors Ac.

Left for And. Co.

R. Bennett Darnall Assignee	:	No. 6922 Equity
vs. William D. Connellee,	:	In The Circuit Court for
and Ethel L. Connellee, his wife	:	Anne Arundel County

Order to Docket Suit --Filed 19 February 1935.

Mr. Clerk:

Docket suit for the foreclosure of mortgage in the above entitled case and file the original mortgage as Plaintiff's Exhibit No. 1

R. Bennett Darnall
Assignee.

Plaintiff's Exhibit No. 1 --Filed 19 February 1935

This Mortgage, Made this 24th day of April in the year one thousand nine hundred and thirty by and between William D. Connellee and Ethel L. Connellee his wife of the City of Baltimore in the State of Maryland, of the first part, and Leonidas G. Turner of the second part.

Whereas the said William D. Connellee and Ethel L. Connellee his wife stand justly and bona fide due unto the said Leonidas G. Turner in the sum of eleven hundred sixty dollars and seventeen cents which sum they agree to repay two years from date hereof with interest at six per cent payable half yearly.

Ex Now this Mortgage Witnesseth, that in consideration of the premises and the sum of One Dollar, the said William D. Connellee and Ethel L. Connellee his wife do grant and assign unto Leonidas G. Turner his executors, administrators and assigns, all that lot or parcel of ground situate and lying in Anne Arundel County aforesaid and described as follows, to wit: Known and designated as Lot No. 217 on the Revised Plat of Pines on the Severn, sd Plat recorded among the Land Records of said County

Being the same lot of ground which by deed of even date hereof and recorded prior hereto was conveyed by said Leonidas G. Turner and wife to the said mortgagors.

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

To have and to hold the said lot or parcel of ground, with the improvements and appurtenances aforesaid, unto the said Leonidas G. Turner his executors, administrators and assigns in fee simple subject to a first mortgage of \$2200.00 Provided, that if the said William D. Connellee and Ethel V Connellee, his executors, administrators or assigns, shall well and truly pay or cause to be paid the aforesaid principal sum of \$1160.17 dollars and all the installments of interest thereon when and as each of them shall respectively be due and payable as aforesaid and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And it is agreed, that, until default be made in the premises, the said party of the first part his executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, the ground rent aforesaid, and all taxes, assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, ground rent, mortgaged debt and interest, public dues, charges and assessments, the said party of the first part for himself his heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either 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 Leonidas G. Turner his personal representatives and assigns, or his Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their personal representatives or assigns, subject to the payment of the annual ground rent aforesaid; 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 _____ county, and such other notice as by the said Mortgagee personal representatives or assigns may be deemed expedient; and in 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 the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee personal representatives and assigns under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors their personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as 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 Mortgagor for themselves their heirs, personal representatives and assigns do hereby covenant to pay; and the said Mortgagee his personal representatives or assigns or his said Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

And the said William D. Connellee and Ethel L. Connellee his wife for themselves their personal representatives and assigns; do further covenant to insure, and pending the existence of this Mortgage, to keep insured in some good company satisfactory to the said Mortgagee his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least one thousand Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee his personal representatives and assigns.

Witness the hands and seals of the said Mortgagors.

Test:

Simon P. Jansinski

William D. Connellee (Seal)
Ethel L. Connellee (Seal)

State of Maryland, Baltimore City to wit:

I Hereby Certify that on this 24th day of April in the year nineteen hundred and thirty before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William D. Connellee and Ethel L. Connellee his wife the Mortgagors named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Leonidas G. Turner, 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) Simon P. Jansinski
Notary Public.

For value received I hereby assign the within Mortgage to Eugenia Brown.

Witness my hand and Seal this 28th day of April, 1930.

Witness: Leonidas G. Turner (Seal)

R. Bennett Darnall

Received for Record 1 day of May 1930, at 9 o'clock A. M. and same day recorded in Liber F. S. R., No. 71 Fol. 428, Land Records of Anne Arundel County.

Frank S. Revell, Clerk.

For value received I hereby assign the above or within mortgage to R. Bennett Darnall , Witness my hand and Seal this 18th day of February, 1934.

Witness: Eugenia B. Darnall (Seal)

Gertrude M Wunner (formerly Eugenia Brown)

Received for Record 19 day of Feb. 1935, at 9 o'clock A. M. and same day recorded in Liber F. A. M. No. 71, Fol. 428 Land Records of Anne Arundel County.

_____, Clerk.

Statement of Claim --Filed 19 February 1935

To amount of mortgage debt	\$1160.17
" " " " interest due Oct. 24th 1934	<u>59.62</u>
	\$1219.79
" interest at 6% from Oct. 24th 1934	

State of Maryland City of Baltimore To Wit:-

I Hereby Certify, that on this 18th day of February 1935, before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared R. Bennett Darnall, assignee, and he made oath in due form of law that the matter and facts set forth in the foregoing statement of claim are true as therein set forth.

Witness my hand and Notarial Seal.

(Notarial Seal) Lena Neuberger
Notary Public.

Bond --Filed and Approved 16 April, 1935.

Know All Men By These Presents:

That we, R. Bennett Darnall, Fidelity Building, Baltimore, 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 Five 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 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 10th day of April, in the year of our Lord one thousand nine hundred thirty-five.

Whereas, the above bounden R. Bennett Darnall by virtue of the power contained in a mortgage from William D. Connellee and Ethel L. Connellee, his wife to Leonidas G. Turner bearing date the 24th day of April, 1930 and recorded among the mortgage records of Anne Arundel County in Liber F. S. R. No. 71 Folio 425 and duly assigned of record to the said R. Bennett Darnall for the purpose of foreclosure is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition of the Above Obligation is Such, That if the above bounden 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

Gertrude M. Wunner

(Corporate Seal)

Witness:

By G. Gillis

R. Bennett Darnall (Seal)

American Bonding Company of Baltimore

By E. V. Shockley,

Attorney-in-Fact.

Report of Sale --Filed April 16" 1935.

To The Honorable, The Judge of Said Court:

The report of sale of R. Bennett Darnall, Assignee, the plaintiff in this case, respectfully shows:-

1. That he is the Assignee of the mortgage filed in this case marked Plaintiff's Exhibit No. 1, the same being a mortgage from William D. Connellee and Ethel L. Connellee, his wife, to Leonidas G. Turner, dated April, 24th, 1930, and recorded among the mortgage records of Anne Arundel County in Liber F. S. R. No 71, folio 425, which mortgage was assigned of record to the said R. Bennett Darnall for the purpose of foreclosure.

2. That after default in the terms and conditions of said mortgage, in that the principal and interest of said mortgage are past due and unpaid, and also that the taxes are past due and unpaid, he proceeded on Tuesday, April 16th, 1935 at twelve o'clock noon at the Court House door at Annapolis, Anne Arundel Country, Maryland, having given bond for the faithful performance of his duty, and advertised the place, manner and terms of sale for more than twenty days prior to the day of sale in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, to sell at public auction the property described and conveyed by said mortgage, and he sold the same to Eugenia B. Darnall of Baltimore County, State of Maryland at and for the sum of \$100.00, the said Eugenia B. Darnall being the highest bidder therefore, subject to balance due on first mortgage of \$1800.

And as in duty bound, etc.

R. Bennett Darnall, Assignee.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that on this 16th day of April, 1935, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared R. Bennett Darnall, Assignee, and he made oath in due form of law that the facts stated in the foregoing Report of Sale are true and that the sale therein reported was fairly made.

Witness my hand and official seal.

(Notarial Seal) Thomas O. Gott.

I Hereby Certify, that on this 16th day of April, 1935 at twelve o'clock noon, I sold at public auction at the Court House Door at Annapolis, Anne Arundel County, Maryland the property of William D. Connellee and Ethel L. Connellee, his wife, as advertised in the Maryland Gazette for sale on this day to Eugenia B. Darnall for the sum of \$100.00 subject to a balance due on a first mortgage thereon of \$1800. she being then and there the highest bidder for same.

Wm. H. Moss & Co., Auctioneer

By Thomas O. Gott.

ORDER NISI

Ordered, this 16th day of April, 1935, That the sale of the property mentioned in these proceedings made and reported by R. Bennett Darnall, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of May next.

The report states that the amount of sales to be \$100.00.

Frank A. Munroe, Clerk.

Certificate of Publication

Annapolis, Md., May 21, 1935.

We hereby certify, that the annexed Order Nisi-- Sale--Eq 6922 Wm D. Connellee 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 May, 1935. The first insertion being made the 18th day of April, 1935.

The Capital-Gazette Press, Inc.

By O. Basil

Ordered By The Court, This 21st day of May, 1935 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.

Linwood L. Clark, A. J.

For Auditor Ac.

For And Acct.

In The Matter of the Sale of the	:	No. 6254 Equity
Mortgaged Real Estate of Elmer S.	:	In The Circuit Court for
Stallings and Wife.	:	Anne Arundel County.

Mr. Clerk:

Please docket this case, file mortgage, and approve and file Bond.

Jas. M. Munroe

Atty. named in Mtge.

Mortgage --Filed 24" May 1932.

This Mortgage, Made this 6th day of March in the year nineteen hundred and thirty-one, by Elmer S. Stallings, ^{and Lyda Stallings} his wife of Anne Arundel county, in the State of Maryland, of the first part, and the Annapolis Savings Institution, a body corporate, of Annapolis, Maryland, of the second part; witnesseth:

Whereas, the parties of the first part have this day received by way of loan an advance from the said Savings Institution the sum of Thirty thousand dollars (\$30,000.00) for the payment whereof six months after date the parties of the first part have passed to said Savings Institution their promissory note of even date herewith, with interest from date at the rate of six per cent per annum, and whereas the execution of these presents to secure the payment of the aforesaid notes was a condition precedent to said loan;

Now This Mortgage Witnesseth, that in consideration of the premises, and of the sum of one dollar, the parties of the first part have bargained and sold, and by these presents do grant and convey unto The Annapolis Savings Institution, its successors and assigns, in fee simple, the following property situate in the Third Election District of Anne Arundel County, Maryland, to wit:

1st. All that tract of land containing 13.1 acres, more or less, and fully described by metes and bounds, courses and distances in the deed thereof from James M. Munroe, Trustee, to the parties of the second part, dated September 10th, 1929, recorded among the Land Records of said County in Liber F. S. R. 55, folio 214, together with a twenty foot road running parallel with the northernmost line of the 13.1 acre tract as set out in said deed, excepting, however, 3.9 acres thereof heretofore conveyed by the parties of the second part to William A. Lowrey and wife, by deed of September 21st. 1929, recorded among said Land Records in Liber F. S. R. No. 50, folio 349, and also excepting the lot of ground heretofore conveyed by said parties of the first part to Robert D. Gray and wife by deed of Nov. 30th, 1929, recorded as aforesaid in Liber F.S.R. No. 56, folio 391.

2nd. All those tracts or parts of tracts of land aggregating 92.67 acres of land, more or less, as set out in the deed from James M. Munroe, Trustee to Elmer S. Stallings and wife, dated November 21st, 1930, recorded as aforesaid in Liber F. S. R. No. 81, folio 307, including the Cook road on the northwest side of Lot "D" and the 30 foot road on the southeast side of Lot "D" as laid down on the plat mentioned in the aforesaid deed.

3rd. All those several tracts of land designated as roads which by deed of even date herewith, intended to be recorded among the Land Records of said County prior hereto, were granted and conveyed unto the parties of the first part by James M. Munroe, Trustee.

4th. All that tract of land and improvements thereon, said land consisting of 19 3/4 acres more or less, situate at Glenburnie, Anne Arundel County, Maryland, and being the same property

conveyed to the parties of the first part by J. F. Johnson and wife, by deed dated the 31 day of December, 1919, recorded among said Land Records in Liber W. N. W. No. 13, folio 20.

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

To have and to hold the above described property unto and to the proper use and benefit of The Annapolis Savings Institution, its successors and assigns forever.

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

(A) To notify the mortgagee within five days in case the property hereby mortgaged is vacated or from any cause becomes unoccupied.

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

(C). To pay the mortgage debt hereby secured and the interest thereon promptly, according to the tenor of the aforesaid promissory notes.

(D.) To insure and keep insured in some Fire Insurance Company satisfactory to the mortgagee, its successors and assigns the buildings on the property hereby conveyed, and to cause said policy to be so framed, or endorsed, as in case of fire to insure to the benefit of the said mortgagee to the extent of Twelve thousand dollars; and to deliver to the mortgagee the fire insurance policy and all renewals thereof, and in the event of any loss by fire Insurance Company or companies are hereby directed by the mortgagor to make payment for such loss to the mortgagee only, and not to the mortgagor 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.

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

(G.) And it is agreed that until default be made under this mortgage the mortgagors shall possess the aforesaid property, and the mortgagors hereby covenant to notify the mortgagee in writing of the sale of the property hereby conveyed immediately upon a sale thereof, in which event the mortgagee reserves the right to demand payment of its mortgage debt.

(H.) Leave is hereby given to the mortgagor to pay off this debt in whole or part in sums not less than one hundred dollars at any time after one year from date upon payment of at least one year's interest and the current interest note and in consideration of the privilege to make partial payments the mortgagor hereby agrees to pay the current interest up to the interest due date next following the date of such partial payment.

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

But if default be made in the payment of said money or the interest thereon to accrue, or any part of either of them at the time limited for the payment of the same, or in any a-

greement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable and it shall be lawful for The Annapolis Savings Institution, its successors or assigns, or James M. Munroe, its Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in a manner following, viz: Upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed and published in Anne Arundel county, and such other notice as may be deemed expedient by the mortgagee or its Attorney, and the sale may be for cash on ratification of sale or on such terms as the mortgagee or attorney making the sale may deem best, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply, first, to the payment of all expenses incident to such sale, including an appearance fee and a commission of six per cent on the proceeds of sale, and such other fee as may be allowed by the Court upon sufficient reason shown therefor; and the premium on any bond that may be given for the faithful execution of his trust by the party making the sale. Third, to the payment of all claims of the said mortgagee, its successors or assigns under this mortgage whether the same shall have matured or not, and the surplus, if any there be, to be paid to the said mortgagors, their personal representatives or assigns, or to whomever may be entitled to the same, and in event of default under this mortgage and advertisement of the property for sale and settlement of the claims of mortgagee before the sale the mortgagors shall pay all costs and expenses and an appearance fee, and one-half the commissions as above provided, said commissions to be calculated on the amount of the mortgage debt and interest and to be not less than twenty-five dollars.

Witness, the hands and seals of the said mortgagors.

Test:--

M. Elizabeth Brown

Elmer S. Stallings (Seal)

Lyda R. Stallings (Seal)

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 6th day of March in the year nineteen hundred and thirty-one before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel county, aforesaid, personally appeared Elmer S. Stallings and Lyda R. Stallings, his wife, the within named mortgagors and they acknowledged the foregoing mortgage to be their act, and, now at the same time, before me personally appeared, also, Samuel Brooke, the Cashier and Secretary of The Annapolis Savings Institution the within named mortgagee and made oath, in due form of law, that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that he is the Cashier and Secretary of the within named mortgagee and duly authorized to make this affidavit.

As witness my hand and seal Notarial.

(Notarial Seal)

Mary Elizabeth Brown

Notary Public.

Bond --Filed and Approved 24 May 1932.

Know all Men by these Presents:

That we James M. Munroe of Annapolis, Maryland and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly

bound unto the State of Maryland, in the full and just sum of Thirty-five thousand (\$35,000.00) Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of ^{us} and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 24th day of May in the year of our Lord nineteen hundred and thirty-two.

Whereas, the above bounden James M. Munroe by virtue of a power contained in a mortgage from Elmer S. Stallings and Lyda R. Stallings to Annapolis Savings Institution dated March 6th, 1931 and recorded in Liber F. S. R. No. 66 folio 89 etc., one of the Land Record Books of Anne Arundel County, is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein and whereas such default has occurred and the said James M. Munroe is about to execute the power vested in him in said mortgage.

Now The Condition of the Above Obligation is Such, That if the above bounden James M. Munroe do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of
Carolyn W. Thompson (Corporate Seal)

James M. Munroe (Seal)

Maryland Casualty Company
Per Chas. F. Lee of
Chas. F. Lee & Company, Agent

1st Report of Sale --Filed June 22" 1932.

To the Honorable, the Judges of said Court:-

The report of James M. Munroe, Attorney named in the mortgage filed in this case, to make sale of the property therein mentioned and thereby conveyed, respectfully shows:-

That said mortgage being in default and over-due, he filed his Bond in this case, with surety duly approved, and after having given notice of the sale for more than three successive weeks before the day of sale in the Maryland Gazette, a newspaper published weekly at Annapolis, Maryland, and also by publication in the Baltimore Sun and in the Washington Evening Star and by handbills which he caused to be posted throughout the neighborhood of the property to be sold, thereby giving more than three weeks notice of the time, place, manner and terms of sale, he did attend in person, on the premises, at four o'clock P. M., on Tuesday, June 21st, 1932, that being the time and place advertised for said sale, and then and there, in the presence of a large assembly of people, did offer said property at public sale. After the advertisement was read to the people there assembled, he announced that he would first offer the property in several parcels and then as a whole, reserving the right to reject any and all bids if unsatisfactory. He first offered Lot No. One, as advertised by said handbill, and the highest bid received therefor was five thousand dollars. He then offered Lot No. Two, on said handbill, and the highest bid received therefor was five thousand dollars. He then offered Lot No. Three and the highest price offered therefor was four thousand dollars. He then offered Lot No. Five and the highest price offered therefor was five thousand dollars. He then offered Lot No. Six and the highest price offered therefor was six thousand dollars, aggregating twenty-five thousand dollars.

He then offered the five parcels of land above mentioned, as a whole, and the highest bid offered therefor was twenty-six thousand dollars (\$26,000.00), by Pierce J. Flanigan,

and he then and there sold the said lots mentioned at and for the sum of twenty-six thousand dollars to the said Pierce J. Flanigan, he being then and there the highest bidder for the said property.

This accountant shows that he reserved from the sale the sixth item of the said handbill, being Lot No. Four consisting of 7.92 acres of land, being the homeplace of the mortgagors, said property being reserved at the request of the mortgagors in order that they might pay any balance that might be due to the mortgagee after applying the proceeds of the sale of the here-inbefore mentioned lots, as far as it would go to payment of the taxes, mortgage debt and expenses of sale.

And the attorney files herewith one of the handbills of said sale upon which is endorsed a memorandum of said sale signed by the purchaser, and shows that he has received a deposit of twenty-five hundred dollars (\$2500.00) on account of the purchase money. Also endorsed on said handbill is a certificate of the Auctioneer as to said sale.

All of which is respectfully submitted.

James M. Munroe

Attorney named in Mortgage.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 22nd day of June, 1932, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared James M. Munroe, Attorney, and made oath in due form of law that the matters and things set forth in the afore-going report of sale are true as therein stated and that said sale was fairly made.

As witness my hand and seal Notarial.

(Notarial Seal)

Mary Elizabeth Brown

Notary Public.

Advertisement of Sale -- Geo. W. Scible, Auctioneer

Mortgagee's Sale of several Valuable and Beautiful Tracts of Land lying on Mountain Road and Waters of Magothy River, near Gibson Island, Anne Arundel County.

By virtue of the power of sale contained in a mortgage from Elmer S. Stallings and Lyda R. Stallings, his wife, to the Annapolis Savings Institution, dated March 6th, 1931, recorded in Land Records of Anne Arundel County in Liber F. S. R. 66, folio 89, the said mortgage being in default, I will offer at Public Sale, on the premises, on Tuesday, June 21st, 1932 at 4:00 o'clock P. M., the following tracts of land formerly known as the Cook property, lying on the Mountain Road, a cement road leading directly to Gibson Island, said property lying only a short distance from Gibson Island, namely,

First:--Lot No. 1 consisting of 18.78 acres of land fronting 362.15 feet on said Mountain Road and running back to waters of Magothy River or Cornfield Creek, a tributary of said river, and fronting thereon 568.55 feet.

Second:--Lot No. 2 consisting of 21.33 acres of land fronting 362.15 feet on said Mountain Road and running back to said Cornfield Creek with a frontage thereon of 484 feet.

Third:--Lot No. 3 consisting of 16.74 acres of land fronting 520.23 feet on said Mountain Road and running back to a 20 foot road and right of way connecting with the waters of Magothy River or Cornfield Creek, tributary thereof.

Fourth:--Lot No. 5 consisting of 15.96 acres of land fronting 442.5 feet on said Mountain Road and running back to James Pond, a tributary of Magothy River and navigable for motor boats

and boats of moderate size, with a frontage on said Pond of 411 feet.

Fifth:- Lot No. 6 consisting of 15.55 acres of land fronting 272.65 feet on said Mountain Road and running back to the waters of James Pond and Magothy River, fronting on said river 536.75 feet and fronting on said pond 601.2 feet.

The above five lots are without buildings.

Sixth:- Lot No. 4 consisting of 7.92 acres of land fronting 475.72 feet on the waters of Magothy River, improved by a commodious dwelling house of recent construction, out-buildings and garage.

There are lateral roads from the Mountain Road leading to the waters of Magothy River and Cornfield Creek, a tributary of said river, and said lots, roads, water-fronts and adjacent properties are all shown on the plat of said property filed in this case.

This property is beautifully located on a splendid cement road in a most desirable neighborhood, about one hour's ride by automobile from Baltimore City and about the same distance from Annapolis, and affords a rare opportunity to secure a desirable home, especially for summer residence, with most agreeable surroundings.

Lots Nos. 1, 2, 3, 5, and 6 will first be offered separately and then as a whole and will be sold for the highest price obtainable either separately or as a whole.

Terms of Sale:--One-half cash on ratification of sale; balance of purchase money payable in six months from day of sale, deferred payment to bear interest from day of sale and to be secured to satisfaction of the undersigned attorney, or all cash at the option of the purchaser. Taxes to be adjusted to day of sale. If property is sold as a whole \$5,000.00 by certified check will be required of the purchaser on the day of sale as a deposit. If the lots are sold separately a deposit of 20 per cent of the purchase money will be required as a deposit on the day of sale.

A plat of the property can be seen at the office of the undersigned.

For particulars inquire of the undersigned.

James M. Munroe,
Attorney named in Mortgage,
Annapolis, Md.

I hereby certify that I have this 21st day of June, 1932, sold at public sale Lots Nos. One, Two, Three, Five, and Six, as advertised on the within handbill, at and for the sum of twenty-six thousand dollars (\$26,000.00) to Pierce J. Flanigan, he being then and there the highest bidder for the same.

Geo. W. Scible, Auctioneer.

Anne Arundel Co. June 21, 1932.

I have this day purchased of James M. Munroe, Atty. for Annapolis Savings Institution the within described property, Five Lots, Nos. 1, 2, 3, 5, and 6, being all except the Home Lot of 7.92 Acres Lot No. 4 at and for the sum of Twenty Six Thousand Dollars (\$26,000.00) and agree to comply with the terms of sale & have deposited on ac. twenty five thousand dollars

P. F. Flanigan

ORDER NISI

Ordered, this 22nd day of June, 1932, That the sale of the Lots Nos. One, Two, Three, Five and Six mentioned in these proceedings made and reported by James M. Munroe, Attorney named in Mortgage Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or

before the 23rd 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 23rd day of July next.

The report states that the amount of sales to be \$26,000.00

Frank S. Revell, Clerk.

Certificate of Publication

Annapolis, Md., July 25, 1933

We hereby certify, that the annexed Order Nisi--Sale--Stallings #6254 Equity was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 23rd day of July, 1932. The first insertion being made the 22nd day of June, 1932.

The Capital-Gazette Press, Inc.

By H. L. Strange

Ordered By The Court, This 25th day of July, 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 First Report and Account --Filed 9 August, 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 Elmer S. Stallings and wife.

in ac. with James M. Munroe, Attorney

To Attorney for his commissions, 5% as

agreement of Counsel.

\$1,300.00 \$1,300.00

To Attorney for Court Costs, viz:

" Solicitor's appearance fee

10.00

" Clerk of Court

12.25

" Auditor

13.50

35.75

To Attorney for Expenses, viz:

" Capital Gazette Press, advertising sale

41.50

" A. S. Abell Company, advertising sale

25.50

" Evening Star, advertising sale

25.20

" Capital Gazette Press, handbills

5.50

" Order Nisi on Report of Sale

5.00

" Order Nisi on Auditor's Account

5.00

" Premium on bond

140.00

" Auctioneer

85.00

" J. Revell Carr, survey and plat

82.85

415.55

To Attorney for Taxes, viz:

" 1931 County and State	\$ 43.78	\$
"adjustment 1932 County and State	<u>36.06</u>	79.84

To Annapolis Savings Institution, interest in full to June 21, 1932	1,440.75	1,440.75
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To Annapolis Savings Institution, on account of mortgage debt	22,728.11	<u>22,728.11</u>
		<u>\$26,000.00</u>

Amount of mortgage debt	\$30,000.00
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Allowed on account of said mortgage debt	<u>22,728.11</u>
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This balance subject to Decree in Personam	\$ 7,271.89
--	-------------

Cr. June 21, 1932 Proceeds of Sale	<u>\$26,000.00</u>
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Received of James M. Munroe Attorney Twenty four Thousand Two hundred and fifty one dollars and seventy one cents (\$24,251.71) on account Elmer S. Stallings &wf. Mortgage as above set out

The Annapolis Savings Institution
Annapolis, Maryland

B. Allein Welch, President.

ORDER NISI

Ordered, This 9th day of August, 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 10th 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 10th day of September next.

Frank S. Revell, Clerk.

Certificate of Publication Annapolis, Md., October 1, 1932

We hereby certify, that the annexed Order Nisi--Aud. Acc't. -Elmer S. Stallings 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 September, 1932.

The first insertion being made the 10th day of August, 1932.

The Capital-Gazette Press, Inc.

In the Circuit Court for Anne Arundel County.

By Jennie Mae Francis

Ordered By The Court, this 15th day of October, 1932, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Robert Moss, A. J.

2nd Report of Sale --Filed 5th. Dec. 1932

To the Honorable, the Judges of said Court:-

The second report of James M. Munroe, the Attorney named in the mortgage filed in this

case to make sale of the property therein mentioned and thereby conveyed in the event of default thereunder, respectfully shows:-

That said mortgage being in default and at the request of the mortgagors, he sold, on June 21st, 1932, the unimproved property conveyed by the mortgage in this case, in the hope that money enough would be realized from the sale thereof to save the home of the said mortgagors, and at the request of the mortgagors, he also exempted from said sale two lots which are secondly described in the handbill herewith filed as a part of this report, said lots situate on the public road called the Mountain Road near Gibson Island, but the proceeds of sale being insufficient to pay in full the mortgage debt and the said mortgagors having failed to pay the balance due, he did offer the property firstly described in the handbill herewith filed, for sale on October 25th, 1932, in the presence of a large concourse of people;

That there was considerable bidding and two strangers, to the undersigned Attorney unknown, seemed to be bidding against each other and ran the price of the property up to twenty-six thousand dollars when it was knocked down to one of the strangers who gave his name as Byer, and when called upon to produce his certified check and sign the agreement of sale, he stated that he had purchased the property for a Mr. Logisky of Brooklyn, New York, who would be on hand at twelve o'clock to make the necessary arrangements to pay for the property;

That in the meantime the other bidder on the property had disappeared and the persons there assembled had disbursed, and although the undersigned Attorney waited until two o'clock in the afternoon, no Mr. Logisky appeared to consummate the sale. The bidder, Byer, professed to be very indignant at the failure of his principal to appear with the check for deposit, as promised and said that he would go immediately to Baltimore and take up the matter and produce the purchaser in a day or two, and the undersigned Attorney proceeded, at once, to write to Mr. Logisky according to the name and address given to him, informing him of the state of the facts, but has never received any answer to said letter, although the same was sent in an envelope with the address of the sender duly printed thereon and should have been returned to him if not delivered.

The Attorney accordingly reports to the Court that he has been and still is suspicious of some kind of an arrangement to defeat the sale of the property by making a fake bid which was never intended to be consummated, the price bid for the property being nearly twice as much as there could be any reasonable expectation of receiving for the property.

That accordingly, the undersigned Attorney proceeded to re-advertise said property at peremptory sale, by advertisement in the Maryland Gazette, a newspaper published weekly at Annapolis, Maryland, for more than three weeks before the day of sale, and also by advertisement in the Baltimore Sun and by handbills which he caused to be circulated by the Auctioneer and several of which he sent to persons who he supposed, would or might be interested, and having given the notice required by law and the mortgage, and his bond having been duly filed and approved, he did attend in person at the Court House door in the city of Annapolis, Maryland, on Tuesday, November 29th, 1932, at eleven o'clock A. M., that being the time and place advertised for said sale, and then and there offered said firstly described property at public sale and sold the same at and for the sum of ten thousand, two hundred dollars (\$10,200.00) to Pierce J. Flanigan, he being then and there highest bidder therefor and he files herewith one of the handbills of said sale upon which is endorsed an agreement of said purchaser to comply with the terms of sale and a certificate of the auctioneer as to said sale, the purchaser having given to the

Attorney a certified check for three thousand dollars being the amount of deposit required on the day of sale.

All of which is respectfully submitted.

James M. Munroe

Attorney named in Mortgage.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 1st day of December in the year Nineteen hundred thirty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared James M. Munroe, Attorney, and made oath in due form of law that the matters and things set forth in the foregoing report of sale are true as therein stated, and that said sale was fairly made.

As witness my hand and seal Notarial.

(Notarial Seal)

Mary Elizabeth Brown

Notary Public.

PEREMPTORY MORTGAGEE'S SALE OF BEAUTIFUL HOME PROPERTY

Immediately on Magothy River, and Two Lots on Mountain Road. By virtue of the power of sale contained in a mortgage from Elmer S. Stallings and Lyda R. Stallings, his wife, dated March 6th, 1931, recorded in Land Records of Anne Arundel County in Liber F. S. R., 66, folio 89, said mortgage being in default, I will offer at public sale, on Tuesday, November 29, 1932 at eleven o'clock A. M. at the Court House Door, in the city of Annapolis, Maryland, the following property:

1st. All that tract of land described as Lot No. 4, part of Lot B on plat of the property of said Stallings and wife, containing 7.92 acres of land, fronting 475.72 feet on Magothy River. This property is improved by a beautiful residence and has a splendid outlook over the said River and the surrounding country. It is situated a short distance from the concrete Mountain Road leading directly from Baltimore to Gibson Island, and is in every respect a most desirable waterfront residential property.

2nd. Two lots of ground, without improvements, located on the northeast side of said Mountain Road and a short distance from Gibson Island, designated on said plat as Lots 7 and 8, each fronting 133 feet, more or less, on said Road, Lot 7 containing 1.36 acres of land and Lot 8 containing 1.28 acres of land, said lots being a short walk from the Chesapeake Bay with a right of way thereto.

This property is located a short distance from Gibson Island, a beautiful suburban residential settlement and most desirable neighborhood, about one hour's ride from Baltimore City and the same distance from Annapolis.

Terms of Sale:--Cash on ratification of sale. A deposit of \$3,000.00 on account of the purchase money of Lot No. 4 with the dwelling thereon, will be required of the purchaser on day of sale. A deposit of \$200.00 will be required of the purchaser on each of Lots 7 and 8, on day of sale. Taxes to be adjusted to day of sale. A plat of the property can be seen at the office of the undersigned.

For further particulars inquire of the undersigned,

James M. Munroe,

Attorney named in Mortgage,

Annapolis, Maryland.

I have this 29th November 1932 purchased of James M. Munroe, Attorney, at public sale the within described 7.92 acres of land with the improvements thereon, at and for the sum of ten thousand, two hundred dollars (\$10,200.00) and hereby agree to comply with the terms of sale.

Pierce J. Flanigan

I hereby certify that I did sell the above described property at public sale this 29th November 1932 to Pierce J. Flanigan at and for the sum of Ten Thousand two hundred dollars he being then and there the highest bidder for the same.

Geo. W. Scible, Auctioneer.

ORDER NISI

Ordered, this 5th day of December, 1932, That the sale of the property mentioned in these proceedings, secondly made and reported by James M. Munroe, Attorney, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of January next.

The report states that the amount of sales to be \$10,200.00

Frank S. Revell, Clerk.

Certificate of Publication

Annapolis, Md., August 19, 1933

We hereby certify, that the annexed Order Nisi--Sale--Stallings #6254 Equity was published in the Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 5th day of January, 1933. The first insertion being made the 15th day of December, 1932

The Capital-Gazette Press, Inc.

By H. L. Strange

Ordered By The Court, This _____ day of _____, 1933 that the sale made and reported by the Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Exceptions to Ratification of Sale of November 29th, 1932. --Filed Jany. 4th. 1933

To the Honorable, the Judges of said Court:-

The mortgagors in this case, Elmer S. Stallings and Lyda R. Stallings, his wife, except to the ratification of the sale made and reported in this case by James M. Munroe, Esq., Attorney named in the mortgage, filed in this case, on Tuesday, November 29th, 1932, at 11 A. M.

1. Because the property was improperly advertised as a Peremptory sale without any authority under the terms and conditions of said mortgage to make such a sale.
2. Because under pretense that they were interested only in helping the mortgagors in their effort to re-purchase their home, several persons combined to bid upon the property and to obtain the same at a price much less than one-half its real value for themselves, or for some one of them.
3. That, at the attempted sale of this property on October 25th, 1932, this same combination of persons bid Nineteen thousand dollars (\$19,000) for this identical property, while at the peremptory sale of November 29th, 1932, the same persons purchased the same property for Ten Thousand two hundred dollars, (\$10,200)

4. That the price obtained for the property sold was grossly inadequate and far less than one-half of its market value at the time of sale.

5. And for other reasons to be urged at the time of hearing of these exceptions.

The Mortgagors, therefore, pray the Court to refuse to ratify the sale made on November 29th, 1932, and to set aside said sale.

Robert Moss

Solicitor for Mortgagors.

Answer to Exceptions --Filed Jany. 14" 1933.

Answer to Exceptions to Ratification of Sale of November 29th, 1932.

To the Honorable, the Judges:-

The answer of James M. Munroe, Attorney named in the mortgage filed in this case, who on November 29th, 1932, sold the property mentioned in these proceedings, as per his report thereof filed in this case on December 5th, 1932, respectfully shows:-

1st. That in the year 1930, the Farmers National Bank of Annapolis loaned to Elmer S. Stallings and Lyda R. Stallings, his wife, the sum of twenty thousand dollars, taking as security therefor a judgment which was a first lien on the property mentioned in these proceedings.

2nd. That later on the said Elmer S. Stallings and wife applied to the Annapolis Savings Institution for a loan of thirty thousand dollars, which loan was granted and secured by the assignment by said Bank to the Annapolis Savings Institution of its said judgment and also by a mortgage to the Annapolis Savings Institution from the said Stallings and wife on the property mentioned in these proceedings, being a first mortgage on the property which has been offered for sale and reported in the two reports of sales filed in this case, and also a first mortgage on other property of the said mortgagors not yet offered for sale and was a second mortgage on certain real estate of said Stallings and wife at Glenburnie, but the said Savings Institution in order to be assured of the sufficiency of its security took also the said assignment of the judgment held by said Farmers National Bank, which judgment it had paid off out of the proceeds of said thirty thousand dollar loan.

3rd. That there had been deposited in the Annapolis Savings Institution by the Board of Education of Anne Arundel County the sum of one hundred seventy thousand dollars under the provisions of the law authorizing the Million Dollar School Bond of Anne Arundel County, out of which said deposit the said thirty thousand dollar loan was made to the said Elmer S. Stallings and wife for the period of six months only, with the distinct understanding and notification in advance that the loan could not be made for longer than that time because of the expectation that the School Board would soon be calling on the Savings Institution and from time to time repeating its calls for various sums of said deposit in order to meet the expenses of buying school sites and erecting school buildings, and the said Elmer S. Stallings and wife accepted the loan upon the distinct understanding that they would be expected to pay the same upon the expiration of said period.

Nevertheless, when the six months had expired the said Elmer S. Stallings earnestly requested the Savings Institution to grant them a further extension and after consideration of the matter it was agreed to extend the time for the repayment of said loan for another period of six months upon the distinct understanding that said Stallings and wife would ask no further extension and the distinct notification that no further extension would be granted.

Accordingly, four months before the expiration of the said six months extension, notice was sent to the said Elmer S. Stallings that he must be prepared to pay promptly when the said extension period had expired, the said sum of thirty thousand dollars which was needed in order to meet the demands of the Anne Arundel County Board of Education, but when said period of extension had expired said Elmer S. Stallings and wife were still unable to pay the said mortgage loan and thereupon it became necessary to sell the property, or so much thereof as necessary, to pay the mortgage debt.

4th. Thereupon, at the request of the said Elmer S. Stallings and in order, if possible, to save for him his home the Annapolis Savings Institution caused the said property covered by its mortgage to be laid off into lots and a plat thereof made, with blue-prints of said plat to be made and sent to various persons at the request of the said Stallings, who, he said, would wish to purchase portions of said property but were not desirous of purchasing the whole, and at the first sale the said property was offered according to the said plat and the subdivisions thereof, first in parcels and then as a whole and 88.36 acres thereof, without improvements, were sold as a whole for the sum of twenty-six thousand dollars to Pierce J. Flanigan and the said purchase money having been paid and the sale duly ratified the purchase money was applied in accordance with the auditor's account duly filed in and ratified by this honorable Court.

5th. Thereupon the said Elmer S. Stallings was called upon to pay the balance due the Annapolis Savings Institution, as shown by said auditor's account and failing to meet the demand of the Savings Institution for the payment of the balance due, as aforesaid, two portions of the property remaining unsold, to wit, a tract of 7.92 acres improved by the dwelling house of the said mortgagors, and two lots of about $1\frac{1}{4}$ acres each, without improvements, were advertised for sale on October 25th, 1932, and a bid of twenty-six thousand dollars was offered for the said tract of 7.92 acres with the improvements thereon, by a stranger, who when called upon to comply with the terms of sale by paying the deposit explained that he was bidding for a Mr. Logisky of Brooklyn, New York, but no Mr. Logisky ever having appeared to comply with the terms of sale and the bidder having disappeared from Annapolis, the Attorney making the sale, at once addressed a letter to Mr. Logisky at the address furnished to him, stating the facts in the case and asking for immediate information on the subject as to his authorizing the stranger to bid for him and as to his intention in reference to the purchase, but up to this date, (January 13th, 1933) no answer has ever been received to that letter. The particulars of this sale of October 25th, 1932, are fully set out in the Attorney's report filed on December 5th, 1932.

6th. That accordingly, having waited several days for an answer from said Logisky or from any other person who might be interested in the purchase of the property, the Attorney again advertised the property for sale on November 29th, 1932, and in order to assure the public that the property would be sold put at the head of the advertisement the word "Peremptory", meaning to indicate thereby that the sale was to be a bona fide sale and was for the purpose of disabusing the minds of persons who might be contemplating the purchase of the property of the idea that there was no use of coming to the sale because under one pretext or the other it would be called off. Accordingly on November 29th, 1932, the Attorney sold said property, as advertised, to wit, 7.92 acres with the improvements thereon, to Pierce J. Flanigan at and for the sum of ten thousand, two hundred dollars, all of which is fully set out in the second report of sale

filed December 5th, 1932.

7th. And now for specific answer to the exceptions filed in this case the Attorney shows-

First, that the time, terms manner and place of sale are by the mortgage expressly within the power and discretion of the mortgagee or Attorney making said sale and that the advertisement of the property was in every way legal and proper and without any possible injury or likelihood to cause any injury to the mortgagors.

Second, that neither the Attorney making the sale, nor the Annapolis Savings Institution nor any of its officers and Directors were in any way interested in the purchase of the said property except for the purpose of securing payment of the mortgage debt and had no knowledge at any time of any alleged combination by other persons to purchase the property of the mortgagors or any portion thereof or to obtain the same at a price less than one-half its value either for itself or for any other person and that even if such a combination for said purpose did exist it could in no wise be used as a reason against the ratification of a sale made under the circumstances of this case where the property was properly advertised with full opportunity to the mortgagors to redeem their property and where the price bid was a fair and reasonable price under all the circumstances of the case for the property sold.

Third, that as to the allegations of the third exception, neither the Attorney making the sale nor any officer or Director of the Annapolis Savings Institution has any knowledge of the alleged combinations of persons to bid nineteen thousand dollars for the property nor any knowledge of any reason why a less bid was made at the sale on November 29th, 1932, but this Attorney shows to the Court that the more often this property is offered for sale and withdrawn the less likelihood there is of persons attending the sale or of bidding anything like a fair value for the property and that if these objections are continued, the Annapolis Savings Institution will be driven to the necessity of selling the property under its judgment which it holds by assignment from the Farmers National Bank of Annapolis.

Fourth, as to the fourth exception the Attorney respectfully shows that the price obtained for the property under all the circumstances of the case and under present conditions of the market for real estate, is its full market value.

All of which is respectfully submitted.

James M. Munroe

Attorney named in Mortgage.

No. 123

Trials

In The Circuit Court for Anne Arundel County

October Term 1930

Munroe

Farmers National Bank
of Annapolis

VS.

M. I. Anderson.

Elmer S. Stallings
Lyda R. Stallings

: 1930, Nov. 20, Narr, Note and order to
: enter Judgment by Confession fd.
: 1930, Nov. 20, Judgment by Confession in
: favor of the Plaintiff for the sum of
: Twenty thousand dollars (\$20,000.00)
: current money with interest from date
: and costs and \$2,000.00 attorneys collec-

tion fee all exemptions waived. Attys. fee to be released if amount due under this judgment be paid without legal process.

1931, March 7, Order to enter Judgment to use of Annapolis Savs. Inst. 25 cts. Pd.

1932, Aug 1st, Order to enter Judgment waived and released as to 88.36 acres of land more or less conveyed to Pierce J. Flannigan by James M. Munroe Attorney by deed of August 1st, 1932 to be recorded among the Land Records of Anne Arundel County, said property being sold June 21st, 1932 under Equity proceedings No. 6254 entitled In the Matter of the Sale of the Mortgage-Real Estate of Elmer S. Stallings & wife. Per Order Fd J. M. M. 50 cts Pd.

Plaintiff's Atty.	\$5.00	
Clerks Cost	<u>2.00</u>	
	7.00	Pd by J. M. M.
		11/20/30
Defendant's Atty.	5.00	

True Copy Test: Frank S. Revell, Clerk.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify 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 Court for Anne Arundel County, this 13th day of January, A. D. 1933.

(Corporate Seal)

Frank S. Revell, Clerk.

Petition and Order for Exceptants to ratification of sale to take testimony

Filed Jany. 25" 1933 Order for testimony Jan. 25" 1933

To the Honorable, the Judges:-

The petition of the Annapolis Savings Institution and James M. Munroe, Attorney named in the mortgage filed in this case to make sale of the property therein mentioned and thereby conveyed, respectfully shows:-

That certain exceptions have been filed to the ratification of the sale made by your petitioner, James M. Munroe, Attorney for the Annapolis Savings Institution, and that it is both desirable and important that the matter of the said exceptions should be heard and determined as soon as practicable.

To that end your petitioners respectfully request that the Court order and direct the testimony on said exceptions to be taken in open Court before the Judge thereof.

And as in duty, etc.

Jas. M. Munroe

Solicitor for Petitioners

Ordered by the Circuit Court for Anne Arundel County in Equity, this 25" day of January, 1933, upon the foregoing petition and in accordance with the provisions of Section 278, Article 16 of the Code of Public General Laws of Maryland, title "Chancery", subtitle "Witnesses and Testimony", that the testimony to be taken in the matter of the exceptions to the ratification of the sale of the property mentioned in the report of sale of the property sold by James M. Munroe, Attorney, on November 29th, 1932, be taken in open Court, the testimony to be taken on behalf of the exceptants on or before the 15th day of February, 1933, and immediately thereafter the testimony, if any desired to be taken on behalf of the mortgagee, within ten days days after the conclusion of the testimony on behalf of the exceptants and it is further ordered that a copy of this Order be served on the exceptants or their Solicitor on or before the 28" day of January 1933.

Nicholas H. Green A. J.

Certificate of Publication --Filed Jany. 28" 1933

Annapolis, Md., Jany. 5, 1933.

We hereby certify, that the annexed Order Nisi--Sale--Stallings--#6254 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 5th day of January, 1933. The first insertion being made the 15th day of December, 1932.

The Capital-Gazette Press, Inc.

By H. L. Strange.

Order of Court to close testimony --Filed Feby. 27th 1933.

Ordered by the Court this 27th Feby 1933 upon the agreement of parties in open Court, that the testimony on both sides in the above matter be taken and closed on Friday, Mch. 10, inst.

Nicholas H. Green, A. J.

Testimony for Exceptant on Exceptions to the sale (Stallings and wife), Feby. 15th, Feby. 27th and March 14th, 1933 --Filed March 20" 1933.

Mr. Bruner R. Anderson, a witness of lawful age, being duly sworn, says:-

(By Mr. Moss.)

1. State your name? A. Bruner R. Anderson,
2. How long have you been buying and selling real estate?
A. Some years ago I use to be active and speculated, but in the last ten years have not done that much in it, turned that over to Mr. Joshua Linthicum, kept my eye on it.
3. Are you familiar with the location of the Stallings property near Gibson Island?
A. I know it very well.
4. How is it you come to know it very well?
A. Some years ago Mr. Linthicum and I bought some property half of Gibson Island, some twenty acres adjoining it, I sold the elder Flanigan the land he has down there, and I know of a number of sales made in the neighborhood recently.
5. Are you familiar with the property on which Mr. Stallings built a residence and the lands adjacent thereto?
A. I am.
6. What do you think of that location?
A. It is right at the entrance of Cornfield Creek and Magothy Narrows and all shipping and yachts going into the harbor at Gibson Island Club go right past the front of the property, pretty location.
7. Has a view of the Bay from the upper shores?
A. Yes has a view up the Magothy, and both sides of the River.
8. Is there, in your opinion, any more desirable place for a summer residence on salt water in this locality?
A. It is very pretty but I know of some prettier places, Mr. Linthicum and I have a place there twice as pretty with a view of the Bay from Bay Shore Park to Kent Island.
9. Yours is on the Bay? Considerable wash there, washing it away?
A. Both Bay and Creek. During the depression we are going to get some men in order to give them work and put some bulkheads out.

10. Did you inspect Mr. Stallings' house while being built? A. No.
11. Do you know the property? A. Yes.
12. The frontage of the property is 480 feet deep and the depth of the property is 1100 feet, what would that land be worth in ordinary market?
- A. The land, it is worth \$1,000 an acre, he has some pretty land on the water and also some marsh and cattails.
13. Has that been filled in?
- A. I know he filled a driveway across it, not all in, done some filling.
14. Do you know the value of the cost of the building?
- A. It would be guess work, I would say about \$14,000, boathouse about \$2,000, also built a wharf, I don't know what that would cost.
15. You could not well fix a valuation of the house no more than that?
- A. I would think would cost about \$14,000 to build.
16. You don't know what work done on the land to improve the driveways?
- A. I know he put an embankment across the swamp and made a straight entrance to his house from the Mountain Road, blew up a great many stumps with dynamite.
- (Munroe.) That was on the upper part of the property?
- A. Yes, on the upper part.

Cross Examination.

(Mr. Munroe.)

1. What would that property be reasonably expected to bring at a public sale well attended after being fairly advertised in the local papers and also in the Baltimore Sun, under existing conditions, or as they existed in the month of November, 1932?

----Objection. ---Exception.

- A. Assuming that the property cost him \$30,000 five years ago, I would say \$15,000 today would be a fair valuation, and it is getting worse and worse every day.
2. Then I understand depression in the value of real estate is about 50%
- A. Yes, and sometimes a good deal more than that.

Elmer S. Stallings, a witness of lawful age, being duly sworn, on his own behalf, says:-

(Mr. Moss.)

1. At the first sale of this property you had a man bid on it for you, did you?
- A. Yes sir.
2. What was the amount of that bid? A. \$28,000.
3. Was it knocked off to that man? A. Yes.
4. Did you make an effort to finance it? A. Not at that time.
5. Did you make any effort to try to complete the sale?
- A. I took it up with Mr. White in town, a real estate man, at that time I could have taken it over, Mr. Munroe advertised it again and I came down and told him I had \$1,000 to put up at the next sale if he would give me six months to pay the remainder like he had the first sale and he refused to do that and he raised the deposit at the second sale to \$3,000.
6. When did you purchase down there?
- A. In 1929 I bought the first tract, that is this tract.
7. When did you build the house there?
- A. I built it over a period of time running all through the Winter, completed in June, 1930.

8. Whose money did you buy it with?

A. Part my mother's and part my own.

9. How much money did you put there all told?

A. \$71,000 cash and mortgage of \$30,000.

10. That was without buildings?

A. The \$100,000 included everything, buildings and all.

11. When did you go to building your house?

A. I started in the Fall of 1929.

12. Who built it for you?

A. Harry Donaldson of Glenburnie.

13. What is the weather boarding on the house?

A. It is shingled.

14. How many rooms in the house? A. Eleven.

15. What did it cost you? A. \$15,000.

16. That was the house itself? A. Yes.

17. How much land goes with the house, how much was sold with it?

A. The way Mr. Munroe had it surveyed was 8-7/10 acres, or a little short of eight acres.

18. Do you fix a valuation on that land?

A. The land cost \$6,000, I paid cash for the first tract.

19. Mr Anderson said \$1,000 an acre, that would make it \$8,000? A. Yes.

20. Going on a piece of land like that, was it removed somewhat from the old dwelling?

A. There never had been a dwelling on that part, that was some distance from it.

21. What did you have to do to build the house?

A. I spent \$2,000 filling in a large marsh, where I have the garage at the present time, and had to build a road in over the marsh that cost me \$3,000, road into the house.

22. What did you build besides the house? A. Garage and wharf.

23. What did the garage cost you?

A. I figured that in with the cost of the house, \$15,000 all together

24. What did the wharf cost you? A. \$250.

25. What did the property completed as you moved into it stand you?

A. Between \$23,000 and \$24,000.

26. Were you present at the first sale of the property, this piece was advertised at the first sale?

A. Yes, all was advertised with the exception of three and a half acres on the Bay.

27. Was this property sold at the first sale? A. No sir.

28. Do you know why it was not sold?

A. Mr. Flanigan had it withdrawn, and sent Mr. Linthicum over to Mr. Munroe to not have it sold, and told me later on to have it sold at Annapolis he would buy it in and have it put back in mother's name and turn it back to me.

29. Did he do it? A. No sir.

30. Mr. Linthicum has testified he was the messenger who carried the message to Mr. Munroe?

A. Yes.

-----Permission asked to file testimony in other case when this was testified to by Mr. Joshua S. Linthicum.

Mr. Flanigan said if sold it here it would not bring any price, and he asked me if I had anybody who would be interested in buying it, and I told him The Johnson Lumber Company and Mr. Bull, and he told me to see what they would do.

31. Were you present at the sale where you had a man bid for you? A. Yes.

32. Did you observe the bids on it? A. Yes.

33. Who was bidding on the property?

A. Mr. Flanigan had Mr. Renehan, Attorney he employed, he bid on it for Mr. Flanigan.

34. Do you know how high he bid? A. \$17,000.

35. Is that the same Mr. Flanigan who bought it? A. Yes.

36. Who else bid?

A. Mr. Donegan from The Fidelity Trust Company, he bid between \$23,000 and \$24,000, then the man who bid next highest to this last bid was \$27,700.

37. Do you know that man? A. No sir, never saw him before.

38. State what you did towards building roads and fixing the land that goes with this property?

A. I build a gravel road and had to make a fill across the marsh, required good bit of earth, cost around \$2,000, had to fill in where the marsh is, had to grade the whole front and put railroad ties down to hold the bulkhead around the front.

39. Where did you get some of the timber that went into the house?

A. From what I call the old home place, my father's property at Curtis Bay, better than you can get now.

40. What was the nature of the part you used?

A. It was better timber than you get today, Georgia Pine, in first class shape, large sills out the barn and framing and had to tear them down and haul it down there, that cost money.

41. Did you get a frame as good or better than you could buy on the market at this time?

A. I considered it much better.

42. What was the carpenter's conduct in working on it, did he object to it?

A. Not in the least, no sir.

43. After the postponement of the sale of this property did you have any talk with Mr. Flanigan, or did he talk with you?

A. Yes, he asked me to have it sold at the Court House door, said it would not bring much of a price there, people would not come to the sale of the property, and said he would buy it in for me and put in mother's name and all would be straightened out. I did not trust him after the way he did me on the first sale so I had some one down here to protect my interest.

44. Was Mr. Flanigan, the elder one, here on the day of sale?

A. No sir, his two sons, Pierce and Edward.

45. He was not even here? A. No sir.

46. He had made the suggestion to you would be better to sell at the Court House door?

A. Yes.

47. Have you seen him since then?

A. I saw him down here at the trial.

48. Has not been to you to say anything or make any proposition. A. No sir.

49. Has the son said anything to you? A. No sir.

50. Has he had any conversation with your mother he was going to put the property into her name?

A. No sir.

51. Been to your house?

A. He has been there three differest times but I was not there, he drove over there.

52. Did your mother see him? A. No sir.

53. How do you know he was there then? A. My wife saw him.

Cross Examination.

(By Mr. Munroe.)

1. You bought this property in several parts, from whom except from me as Trustee of the Cook place did you buy?

A. Mr. Lowery.

2. How much did you buy from him? A. About five acres.

3. Who else did you buy some from? A. Did not buy from any one.

4. Did you buy some from Mr. Gray? A. I sold him a small place.

5. When did you give this mortgage to the Savings Institution? A. March 6th, 1931.

6. When did you build the wharf you speak of .

A. That was built in the Fall of 1930.

7. Was that on the property you bought from Lowery?

A. No sir that is the boathouse.

8. These roads you spoke of building were they not through the property sold at the first sale from the Mountain Road to here?

A. It crossed the property, but not the part I speak of filling in in the marsh.

9. When did you fill that in? A. The same Fall I built.

10. You attended all of these sales? A. Yes, every one of them.

11. The first sale was on the property? A. Yes.

12. Don't you know we did not sell your house at your request in order to give you an opportunity to raise the money to save it?

A. At Mr. Linthicum's request not mine.

13. You mean to say that you did not come down to the Savings Institution and in the presence of the Board of Directors request we have that property surveyed and laid off into lots, ignoring the improvements, that you had a chance to sell portions of it to different people?

A. I absolutely do, I came down there and you had a Mr. Carr there, you introduced me to him, but I already knew him and you had a plat all drawn up, laid off to suit Mr. Flanigan, I never saw it before.

14. Why do you say Mr. Flanigan, I never saw him?

A. Because he asked me the week before and I agreed to sell it that way.

15. Do you mean to tell the Court that the subdivisions of this property was not made at your request for the purpose of saving your home?

A. I don't know why you did it, I did not request you?

16. You did not then and there at the sale at your place, on the premises, request me not to sell your house?

A. Mr. Linthicum did, not I.

17. Did you ask me?

A. No sir, Mr Flanigan sent Mr. Linthicum over to you.

18. You did not file any exceptions to that sale for \$26,000? A. No sir.

19. Satisfied with that?

A. No sir, I came down to Mr. Flanigan, he promised me he would turn it back, I was on my way down here that day to file exceptions and I thought I would show him the proper courtesy or respect before coming down, and he convinced me he would turn it back, and that is the

reason I did not.

20. That was in the summer of 1932? A. Yes.

21. Then we gave you further time to raise the balance of the money, and did you not say you could raise it if we gave you time?

A. I told you I could, and could sell part of it to Dr. Brunt, and you said no use your running down here saying you can sell it, I will let him know, he is a personal friend of mine and my family and I will let him and Flanigan and the rest of them know.

22. Don't you know handbills were sent and letters written to different people at your request to interest them in various portions?

A. No sir not at my request, you told me you had done it, but it was not at my request.

23. When you did not either sell the remainder of the land or pay the balance of the money, the property was advertised for sale on the 29th of October last, that was the sale at which you had somebody to buy it in? A. Yes.

24. Who was that somebody? A. Man by the name of Byers.

25. What did you know about that man Byers when you brought him down here to bid on that property?

A. I had known him for several years, been at the Sand Bank at Curtis Bay he has an interest in it.

26. How was he to buy it?

A. He was to run it up to protect my interest.

27. Did you know he was utterly irresponsible? Financially irresponsible?

A. I don't know.

28. You employed a man like that to run the property up to protect your interest, why was that?

A. Because I saw I was being robbed out of everything I had in the world.

29. You got an irresponsible man to bid \$28,000 on the house when you knew he could not keep the sale?

A. I did not say that, he had some property, he could have raised it.

30. Where was he to raise \$28,000 to pay for that property?

A. He has handled deals larger than that.

31. Are you aware of the fact that he was bidding for a man in Brooklyn who sent him down, and he was not to let it go under \$30,000? He told me that.

A. I don't know what he told you.

32. If he told me that he was lying? A. I don't know

33. So that is how that \$28,000 bid came about? A. Yes.

34. Who was the other party bidding against him?

A. I don't know that.

35. When he bid that in for your protection, did you make any effort to raise the money to pay it.

A. I stated here that I tried to raise the money through Mr. White.

36. From whom did you expect to raise that \$28,000, don't you know nobody would lend you the full amount of the purchase money on a piece of property?

A. They think it more valuable than you do, they think it more valuable than you when you sold it to me.

37. Would anybody lend you the full amount of the purchase money, \$28,000 on that property?

A. It is worth more than \$28,000.

38. That seven acres of land with the house on it is worth more than \$28,000?

A. Yes.

John H. Hessey, a witness duly sworn, says:-

(Moss)

1. State your name and residence?

A. John H. Hessey, 6204 Pinehurst, Baltimore, Maryland. Attorney-at-Law

2. Were you present at the sale of the house and land adjacent thereto belonging to Mr. Elmer S. Stallings when it was sold on the premises?

A. I was present when the property was sold but not the house, the house was not sold on the premises.

3. Were you present at the first or attempted sale of the house? A. I was.

4. Who did you represent?

A. I represented The International Harvester Company of America, the holder of the judgment against Mr. Stallings and his wife, and outside of the Bank lien it is the first lien on the property.

5. Did you keep an account of the bids, who bid?

A. I kept an account of the bids as they were made I did not note on my memorandum the names of the bidders although I watched who was bidding as closely as I could.

6. Who did you observe bidding on the property?

A. I observed a Mr. Donegan, man from The Fidelity Trust Company, then representatives of Mr. Flanigan, and then I observed two other groups, one was Mr. Byers to whom Mr. Stallings just referred, by himself, and then there were two other men up against the brick column in front of the Court House, they were the only ones I observed actually bidding.

7. You did not know the name of the man who bid next highest to the man bidding for Mr. Stallings? A. No.

8. Who was bidding for Mr. Flanigan, can you give that name?

A. No, I am not well enough acquainted to give names, I had met some at the previous sale and I talked with some of that group but as to who was doing the actual bidding I do not know.

9. Did you know or notice how high the party bid who was bidding for him?

A. I noticed it in this fashion, I discussed it with him time after time and when the bidding got up to \$17,000 or \$18,000, one of the representatives of Mr. Flanigan said "I will tell you something after the sale, and later on, a few minutes later he informed me that he thought Flanigan was still after it and he dropped out of it, considerably back of what the figure then was, he had dropped out.

10. At that sale what did The Fidelity Company bid?

A. I do not say he was representing the Fidelity Company, he was employed by The Fidelity Company. My recollection is he bid \$18,000 or \$18,500.

11. You were not present at the sale on the premises when the other part of the property was sold?

A. Yes sir I was.

12. You say this party bid \$18,000 at this sale, the sale that turned out to be not a sale?

A. Yes, I observed him nodding his head and the auctioneer taking his bid.

13. You were present when the other property was sold on the premises? A. Yes.

14. Do you know anything about the postponement of the sale of this house and lot?

A. Only what they told me, I have no knowledge of that.

15. Can you tell the Court, you know the two bidders that went in and around \$26000 or \$28000, Mr. Munroe, says \$26,000, Mr. Stallings \$28,000 what was the highest bid?

A. Sold to Stanley I Byers of Glyndon ave., bidding for John Logis of Brooklyn, New York for \$28,000, I don't know whether that was just the exact figure.

16. Did you notice anybody except those two bidders that went to around the price it was knocked down for and how high they bid?

A. No other persons after Mr. Donegan dropped out around \$18,000 saving and excepting Mr. Byers and the two gentlemen up against the column of the Court House, their last bid was \$27,700.

No Cross Examination.

Mr. J. G. Mannion, a witness duly sworn, says:-

(By Moss.)

1. State your name, residence and occupation?

A. J. G. Mannion, Brooklyn Park, Anne Arundel County, Insurance business.

2. Were you present at the Court House the day of the sale of the property mentioned here?

A. I was.

3. Did you observe the bidding?

A. To some extent I did, I observed those bidding I knew.

4. Some there you did not know? A. Yes.

5. What bids did you observe ?

A. I noticed Mr. Donegan bidding.

6. How high did he bid?

A. Something around \$17,000, I don't know the exact amount over that.

7. Did you see a man bidding for Mr. Flanigan?

A. I don't know whether bidding for Mr. Flanigan but he was standing alongside of Mr. Flanigan.

8. How high did he bid? A. I don't just recall.

9. Was it after this \$17,000 bid?

A. I could not answer that whether over \$17,000 or under \$17,000, but all bidders ran up to between \$17,000 and \$18,000 and then the two took it over and bidding against one another, the two were.

10. Did you attend the sale at the premises, the first sale? A. I did.

11. Do you know anything about the postponement of the sale?

A. No, I don't, I was only looking on, I had no interest in it at all, I know Mr. Stallings and I happened to be through the county there every day and I knew the sale was going on and that is what I was doing there.

Cross Examination.

(Munroe.)

1. You say you know Mr. Byers of Brooklyn, the man who bid this large amount?

A. I don't know him personally but I have seen him hundreds of times?

2. What is his business? A. I don't know.

3. What is his financial responsibility?

A. I don't know only what was told me.

4. What is his reputation as to his financial responsibility?

A. I have been told the man was worth some money, but whether that is true or not I don't know.

5. Never heard his responsibility financially discussed?

A. No.

6. Don't know to what extent?

A. No, only what some one told me, did not get it from him.

William A. Blockston, a witness duly sworn, says:-

(Moss).

1. State your name and residence?

William A. Blockston, 541 Park avenue, Brooklyn, Baltimore City.

2. What is your business?

A. I am in the hauling business, sell sand, hauling contracting.

3. Were you present at the first sale when the other property was sold?

A. No sir.

4. Were you present at the sale where it was knocked down around \$28000 and sale not completed? A. Yes sir.

5. Did you observe the bidders there?

A. I think four groups bidding, I don't know Flanigans, I understand they were bidding, but I understood this man Byers was one man I actually knew, I understand another man on the corner with an umbrella on his arm he was bidding, he seemed to be bidding up to around \$17,000 or \$18,000 and after that point narrowed down to two of them, and this fellow on the corner I walked out and was standing close to him when he bid \$27,700 and at that time I walked away and went down street to get my lunch and when I came back I understood had been knocked down to Byers for \$28,000.

6. Did you see Mr. Flanigan there?

A. I don't know Mr. Flanigan.

No Cross Examination.

Testimony continued, February 27th, 1933. Before the Court.

Mr. Joshua Linthicum, being duly sworn, says:-

(Judge Moss)

1. State your name, residence and occupation?

A. Joshua S. Linthicum, Linthicum Heights, I do a little farming and real estate.

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

A. I suppose twenty years.

3. Did you attend the first sale that was made of this property on the premises of the Stallings property?

A. When the acreage was sold? Yes.

4. Did you meet Mr. Flanigan there? A. Yes sir.

5. Did you take a message from him to Mr. Munroe?

A. I took a message either to Mr. Munroe or Mr. Lee, I just don't remember which.

6. What was the message?

A. It was after the sale of the acreage which I think was Twenty some Thousand dollars, Mr. Flanigan asked me if I could not stop the sale, not to sell the house, that was a separate lot, that he would lend him Ten Thousand dollars if we would stop the sale and I told that to Mr. Munroe or Mr. Lee.

7. That was advertised and not sold?

A. It was advertised and not sold.

8. Have you owned or managed property or had property for sale in the location of this Stallings' property?

A. Yes, I have had some, Mr. Anderson and I owned a piece not far about a mile or so from it.

9. Did you not, in rears past, own a large farm on Gibson Island directly in front of this?

A. We owned about one-half of Gibson Island, 440 acres just across the river from Stallings' place, and I owned some further up the river. Owned Linstead place but that was not water front.

10. You do now own Elijah Williams' farm?

A. Yes, that is quite a distance from this property, five or six miles.

11. Do you know how Mr. Stallings came to buy this property?

A. No, I don't know exactly how he came to buy it.

12. Did he consult you about it?

A. I know he was looking for some property and he came to me and wanted to get a piece from Mr. Anderson and me, and I told him it was not for sale and on another occasion he came out in the yard and told me of this piece of property where he built and could buy it from Cooks, and I advised him to buy it, I thought it was a very cheap buy.

13. What did you value the eight acres where his house stands?

A. I just don't remember that but at that time I would have thought \$1000 would be very cheap, but I think he bought it for less, I don't know what he paid for it.

14. What do you think of it, that site and eight acres, where located now, is it good or bad location?

A. It is very nice location, very pretty place.

15. Have you ever seen his house? A. Yes.

16. What, in your judgment is his house worth?

A. You mean at the present time or when he built it?

17. I mean what did it cost to build it?

A. I don't know, but at that time everything was very high when he built it three or four years ago.

18. It is an eleven room house and you know its general appearance?

A. I would think it would cost around \$15,000, of course that is only guess, I-guess, I never went into it very thoroughly, it has a wharf built there and a boat house and all those things.

19. You say a boat house there?

A. I think a boat house and a wharf.

20. How is the land graded, how is it fixed up?

A. I think Stallings spent considerable money putting road in there and grading around it was kind of low place in the back.

21. Grading still costs money?

A. It certainly does, and did at that time.

22. When did Mr. Flanigan buy his property?

Flanigan has bought two or three pieces of property, a good many years ago he bought several acres, I happened to be interested in selling it, and he bought a piece in front of me, I think five or six years ago.

23. That did not go to the water?

A. No sir, it might be possible he had a right of way to the water.

24. What did he pay for that?

A. I think One Thousand dollars an acre.

25. Land did not go to the water?

A. I rather think so, I know that is what Cooks were holding it for.

26. On this property is the boat house?

A. I think boat house and wharf there, I know the wharf is there.

27. You don't know exactly the cost of that?

A. No I don't, but that all cost money.

Cross Examination.

(By Mr. Munroe.)

1. How do prices of land now, or in the Fall of the past year, 1932, how did they compare with the prices of land three years ago?

A. That is pretty hard to answer.

2. Depreciated or appreciated, less or more in value?

A. Depreciated, everywhere, everywhere I know anything about.

3. How do the sales of land now, and how did they in the Fall of the past year compare with the sales and sale ability of land two or three years ago?

A. It is much less.

4. Is it very much more difficult now to sell land?

A. Considerably so.

5. Lands have greatly depreciated in value and sale of land is considerably more difficult than it was at the time this sale was made?

A. Yes.

6. How do prices of materials used in construction of buildings compare with the prices of similar materials when this house of Stallings' was built?

A. Some of it I would think may be on an average, would be 30 or 40 % less.

Re-Direct.

(Moss).

1. Look at this paper, have you seen this paper before?

A. No sir I have not.

----- Paper offered in evidence by Judge Moss, filed with stenographer.

----- Mr. Munroe objects to the introduction of the paper.

2. You are familiar with Gibson Island? A. Yes.

3. You owned nearly a third of it at one time?

A. Mr. Anderson and I about a half of it.

4. Look at the list there, I show you, the price list there, acreage on one side and price on the other, does that show any marked reduction in the price of land in that locality?

A. I can't answer that.

(Mr. Munroe) Has that got any date on it?

A. January, 1933. The reason I cannot answer that I don't know what prices they had before, I don't know what they have now, but the prices here seem to me are pretty nice price per acre?

5. Prices there are keeping up?

A. They are more than keeping up.

6. Is that land on Gibson Island except for the social part of it any better situated for the enjoyment of people as a habitation than the Stallings' property?

A. I just don't know, they have a good many advantages on Gobson Island I don't suppose you have at Stallings' but so far as water front and nice outlook Stallings is really better than a great deal of Gibson Island, better than the back part. Of course it has water and good roads laid off and fire protection and all that.

7. The Stallings' property enjoys part of the good roads going up country?

A. Stallings is off the public road some little distance.

8. After he gets to the Public road he enjoys the same roads Gibson Island enjoys?

A. Yes, the Mountain Road.

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

A. No.

Signature waived by agreement of counsel.

William N. Crisp, a witness of lawful age, being first duly sworn, says:-

(Moss)

1. Your name and business?

A. William N. Crisp, real estate and building business.

2. Ever been down to Gibson Island and to the old Jeff Cook property?

A. Yes.

3. You know the property where Stallings built his house? A. Yes.

4. Familiar with the water fronts down there? A. Yes.

5. Have you seen the Stallings house? A. Yes.

6. Seems to be a concession in the case that with the nouse goes 8 acres what, in your judgment, is the value of that land?

A. I should think be worth around a thousand dollars an acre.

7. What do you think of that location?

A. Very pretty, one of the prettiest on the river.

8. You have sold houses, built houses and sold them, and repaired houses, do you know the Stallings' house?

A. Yes.

9. What, in your judgment, was the cost price of the Stallings' house?

A. At the time he built it I judge it cost somewhere around between \$12,000 and \$15,000, very pretty nouse, well laid off.

10. What kind of an appearance does it make from a distance?

A. Looks very nice.

11. Do you know anything about a boat house and wharf at the property?

A. I know a nice wharf there.

12. Don't know whether a boat house on this or not? A. I don't know.

13. Have you observed his land whether any grading or fixing up there?

A. He did quite a lot of work at the time when building there I used to go down and visit a friend of mine and go out fishing, at Capt. Bill's, and Stallings afterwards bought his place,

improved the road, did quite a lot of grading, pulled off stumps and cleaned off woodland.

14. Is that work costly work? A. Yes.

15. Has the price of that fallen much in the last year or so?

A. Of course it is like everything else, you can practically get, -well, not a whole lot, you have to have experienced people do that sort of work, - has fallen some.

Cross Examination.

(Mr. Munroe.)

1. What was the necessity of doing all this filling in and grading, etc. on this lot?

A. I imagine he put a good road in to start with, behind his place, but getting into his place he had a road to get in but it crossed the marsh land and he filled all that in.

2. Was it low on the river front and marsh?

A. Not on the river front, in back of it before you get to the river front there is a creek on each side, Cornfield Creek on one side and another Creek on the other side, and between this was a low place but when you get to the river it raises up.

3. These roads you speak of they lead from the Mountain Road to the river front?

A. Yes.

4. What was the distance? A. I judge 300 or 400 yards.

5. That was to benefit the whole property, not particularly this?

A. Benefitted that particular property because it improved it.

6. Was it not for the benefit of the whole property that lay on both sides of the road?

A. I suppose so.

7. Have you sold any land lately for \$1,000 an acre?

A. I have not sold anything lately.

8. Why not? A. Not only land but nothing else is selling now.

9. How long has that condition existed?

A. Last eighteen months.

10. It existed then when this property was sold in November?

A. I suppose so.

11. To what extent has building material depreciated in the last few years?

A. Building material took quite a drop on account of Building firms liquidating, but as a matter of fact our building material is better.

12. Why did it liquidate, forced out on account of building conditions?

A. No activity.

13. Have you sold any land lately to anybody?

A. Fortunately I have not been forced to sell any. I am holding my prices up.

14. Holding your prices up and not making any sales? A. Yes.

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

A. No.

March 14th. 1933

Testimony continued from last sitting.

Mr. Joshua F. Johnson called on behalf of the Exceptant, being duly sworn, says:

(Moss)

1. State your name and residence?

A. Joshua F. Johnson, Glenburnie, Md.

2. You have been out of the State for sometime? A. About two months.

3. Are you familiar with property around Gibson Island, property on the Magothy along where Jefferson M. Cook used to own a farm?

A. Yes indeed.

4. How long did you live down in that country? A. Since 1905,-1904.

5. Only moved to Glenburnie in the last five years? A. Ten or twelve.

6. What was your occupation down there? A. Lumbering, cutting timber.

7. Do you know the property of Mr. Stallings we are dealing with? His Home property?

A. Yes.

8. Have you seen his house? A. Yes.

9. Do you know the value of land along there?

A. I used to think I did.

10. Have you bought and sold land in your life?

A. All my life ever since I was grown.

11. I understand the Home place has eight acres of land to it, what, in your opinion is the value of that ?

A. My opinion it was worth at least \$20,000 the house and land, 8 acres.

12. Did that take into account the wharf on it.

A. Yes, that's about what I would value it at.

13. You think it is worth \$20,000? A. Yes.

14. Were you present at the sale when some of this property was offered for sale, the first sale? A. Yes.

15. This piece was withdrawn at that sale. A. It was.

16. Then it was later sold at the Court House door in Annapolis? A. That's right.

17. That sale was offered on the premises?

A. The first sale was at the premises.

18. In your experience of many years have you ever known anybody from Annapolis to buy land up there for a home except for speculation?

A. I could not say right from Annapolis we have had any.

19. What, in your judgment, was the best place to sell that property?

A. Of course I always think the premises is the best place to sell real estate.

20. Good roads and automobiles strangers may drive up and inspect it? A. Yes.

21. And it was withdrawn and sold down here? A. Yes.

22. Were any people at the first sale, or do you know if any people there with a view of bidding on this Home property?

A. Yes, quite a few at the first sale when it was withdrawn.

23. Do you know why it was withdrawn?

A. Yes, the reason it was withdrawn they could make out without sale of it. In other words I understood Mr. Munroe to say that the Bank would carry him a while longer, and at the same time Mr. Flanigan offered to loan him as much as \$10,000 to pay off the Bank.

24. Mr. Flanigan offered that ? A. Yes.

Cross Examination.

1. You, or your firm, is a Creditor of Mr. Stallings? A. Yes.

2. How much?

A. Right off hand I think about \$4,000.

3. Probably, not more than that.

A. I could not say right off, I know it is around that much, might be \$5,000.

4. Have you a judgment for it? A. Yes.

5. You say you were present at the sale? A. Yes.

6. You mean the sale of October 25th at the Court House door?

A. No, I was not present at the last sale, I was present when they had the mixup on the sale.

7. What is the highest bid that you knew was made on that day for that property other than the fake bid made by that man who we afterwards found out represented,-

A. The highest legitimate bid I understood that day was \$18,000.

8. What defeated that bid?

A. The thing was the other fellow bid more.

9. You mean the other fellow Stallings says he brought down here to protect his interest bid more?

A. I don't know anything about that.

10. Did you hear Mr. Stallings' testimony in this case? A. No sir.

11. Let me say to you that Stallings testified that he brought this man Byers down here, or had him come down here, for the purpose of protecting his interest, and you say the highest legitimate bid you know of for that property was \$18,000 and that bid was not accepted because these other men ran the property up?

A. That's right, there were two of them running it up.

12. If Mr. Stallings had that property run up by these men he brought down for that purpose he was defeating the sale of that property to a legitimate bidder for \$18,000?

A. That's what would be my opinion.

Re-Direct.

(Moss).

1. If Mr. Stallings had a man there to bid on the property, and after the \$18,000 was bid these other men, without any connection with Mr. Stallings, bid over the \$18,000, you don't say Mr Stallings defeated the sale, if he had man inching up on that man to make the property being all it could?

A. No, I say two men bidding over the \$18,000, another one I did not know.

2. You do know there were two bidding? A. Yes.

3. That was after this bid of \$18,000?

A. Yes, they kept on bidding, \$500 and \$250 at a time.

4. You know each one bid against the other?

A. Yes, two men bidding, I did not know either one,

(Mr. Munroe)

5. Do you know who bid the \$18,000?

A. I knew him by sight but could not call his name now.

6. You would recognize him as Mr. Donegan?

A. I would if I saw him.

7. How was he dressed?

A. I noticed he had a long red overcoat on.

8. Do you know ^{he} who/was bidding for?

A. I understood he was bidding for himself from what Jett told me, that he was quite a substantial man and able to buy if he wanted to.

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

A. No.

Testimony on behalf of the Exceptees (purchasers) and in Rebuttal for Exceptant.

March 14th, 1933. Filed March 20" 1933. Before Judge Green.

Present:-

Mr Robert Moss, Solicitor for Exceptants (Stallings)

Mr. George Renehan, Solicitor for Exceptees and Purchasers. (Flanigans)

Juliet D. Strahorn , Court Stenographer.

Witnesses:-

Samuel Brooke, -----2 to 3

Meade Holladay, ----- 4

Carey L. Meredith, ----- 5 to 6 -----6

Charles F. Lee, ----- 7 ----- 7 to 8

Edward L. Flanigan, ----- 9 to 12---- 12 to 18

Patrick Flanigan,----- 19 to 20 --20 to 24

Rebuttal

Elmer Stallings,----- 25

Mr. Samuel Brooke, being first duly sworn, says:-

(Mr. Munroe)

1. State your name and residence?

A. Samuel Brooke, Annapolis, Md.

2. You are Cashier of the Annapolis Savings Institution? A. Yes.

3. How long have you occupied that position? A. Since February 1914.

4. You are familiar with this debt of Mr. Stallings to the Savings Institution, and the various steps taken by the Bank to collect the claim?

A. Yes, I believe so.

5. After the sale at which this \$26,000 was bid by this unknown person did you have any conversation with Mr. Stallings in reference to the matter, if so, when and where and what was it?

A. I don't remember the date, I should say about probably a week or ten days or two weeks after the sale, but he told me that Mr. Munroe seemed to think he, Mr. Stallings, had something to do with the fake bid, but he said he had nothing to do with it.

Cross Examination.

(Moss)

1. The man who bid it in, that's the man he meant, you were not concerned with the Bye boys you were concerned with the man who bid it in?

A. I was not at the sale, did not know who the man was or anything about it.

2. You heard the testimony that two men bid it in and bit it up to \$28,000, what Mr. Stallings told you was that the man who bid it in he had nothing to do with it?

A. That he had nothing to do with it, he said he had nothing to do with it.

3. And did not influence the man who did make the high bid?

(Mr. Munroe.) That man was Byer.

4. Do you remember when Mr. Munroe came back from the first sale when the bulk of the property was sold?

A. Yes,- I did not happen to be in the Bank at the time.

5. Did Mr. Munroe report to you at that time, or to the Savings Bank, his reason for not selling the property that Mr. Flanigan was going to lend them \$10,000 to clear up the debt?

A. Not at that time, no sir.

6. When did you hear him say it?

A. I don't think I heard him say it at any time, I think the inference,-

7. You did get into your mind some talk about Mr. Flanigan lending him \$10,000 to avoid the necessity of selling the home?

A. I heard there was some talk about lending the money but nothing direct; simply hearsay conversation?

8. Was not that reported to your Board?

A. I can't recall it if it was, if it was made no notation of it.

Re-Direct.

1. Was not the report made to the Board and statement to you that Mr. Stallings had said Mr. Flanigan was going to lend him the money?

A. That is what was said at the Board.

2. No communication from Mr. Flanigan?

A. No sir.

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

A. No.

W. Meade Holladay, a witness duly sworn, says:-

(Mr. Munroe.)

1. State your name, address and position?

A. W. Meade Holladay, Annapolis, Md., President of the State Capital Bank of the Eastern Shore Trust Company.

2. How long since have you been President of it?

A. Since organization, in 1918.

3. How long have you lived in Annapolis?

A. 45 years this week.

4. You recall the sale at which this property was bid in by a stranger for \$28,000?

A. I was there.

5. Since that time have you had any conversation with Mr. Stallings in reference to that matter?

A. I have had several conversations with Mr. Stallings. Just before the third sale he thought we were treating him very harshly, "crucifying" him was the expression he used, and I told him I thought the fake bidders there had ruined a very good sale, and he said he had nothing to do with the fake bidders.

6. Have you been a large dealer in the buying and selling of real estate in Anne Arundel

County in the past twenty years?

A. I suppose call me a large one.

7. Have you bought and sold land in all parts of Anne Arundel County?

A. No sir never sold up in that neighborhood at all, never owned anything up there.

Cross Examination.

(Moss)

1. When he said he had nothing to do with the fake bid was he alluding to the bid that got the property?

A. I don't know, I thought both were fakes.

2. Then any man who bid property in and could not put up cash would be a fake bid?

A. Yes.

3. You don't know as a matter of fact he was not referring to the man who got the bid.

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

A. No.

Carey L. Meredith, a witness duly sworn, says:-

(Munroe.)

1. State your name and residence? A. Carey L. Meredith.

2. How long have you lived in Annapolis? A. 29 years.

3. How much of that time engaged in the lumber business?

A. The whole time, 22 years.

4. Your firm was first known as Farinholt-Meredith Company, afterwards Meredith Lumber Company?

A. Yes.

5. Have you ever seen this property we are talking about, the house of Stallings'?

A. Yes.

6. You attended the sale made in June on the premises? A. Yes.

7. From your knowledge and experience as a lumber man dealing for 22 years in lumber, what would you say would be a fair value of that house at the time it was built in 1926 or 1927?

A. When was the house built? A. Mr. Munroe, - 1926 or 1927.

9. Can you tell me what is the difference in the value of material now and at the time that house was built along about that time?

A. About 40% discount from the price of labor and material from 1926 or 1927 to the present time.

10. Upon that basis looking at that house, your knowledge of material, what would you say was a fair value of that house last Fall?

A. \$7500 or \$8000.

11. The value of the land you are not prepared to testify to?

A. I think I have an idea about that.

12. What would be your estimate of a fair value of the land?

A. About \$7500, in other words the whole property would be worth \$15,000 at the sale last Fall.

13. Have you had any conversation with Mr. Stallings about this sale since the sale, heard him make any statement?

A. I had quite a few different times before that time, but I don't recall whether I talked with him after the sale.

14. You never heard him make any statement about fake bid?

A. No, I was not here that day when had the fake bid, I was out of town.

Cross Examination.

(Moss)

1. You don't take into account the wharf on the place?

A. Yes sir with the land.

2. Did you inspect this house?

A. Yes, we inspected when we made the loan, I was on the Finance Committee of the Savings Institution.

3. When did the price of lumber begin to go down?

A. It was going down from 1929, going down slightly over a little while and from 1929 to the present time, but labor has gone down worse than lumber has.

4. Suppose I tell you this house was built in 1930 and lumber already going down?

A. Going down some of that time.

5. You have never bought and sold any property in that locality? A. No.

6. Do you know what wages paid people working on the house?

A. I imagine Carpenters \$6 and plasterers, \$10 to \$11 that was the schedule of wages at that time.

7. Did you allow anything for the grading of the land and putting it in order?

A. Yes.

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

A. No.

Charles F. Lee, a witness duly sworn, says:-

(Munroe.)

1. State your name and residence? A. Charles F. Lee, Annapolis, Md.

2. How long have you lived in Annapolis? A. Since 1905.

3. How long have you been engaged in the real estate business? A. Since 1908.

4. Are you familiar with the prices of real estate today as compared with the prices of real estate three years ago?

A. Probably as much so as any one else.

5. Have had experience in the purchase and sale of property? A. Yes.

6. What has been the depression in the sale of real estate in the past three years, now as compared with three years ago?

----Objection.

A. It is really impossible to tell, very little market for any class of real estate at the present time.

7. How long has that condition existed?

A. The past eight or ten months.

8. You say you have been actively engaged in the sale of real estate for the past twenty years? A. Yes.

9. Is your estimate of the depression based upon that experience?

A. Yes sir.

10. Have you had any conversation with Mr. Stallings in reference to the sale at which we received a fake bid, since the sale?

A. Not to my knowledge.

11. Have you heard any statement on that subject? A. No sir.

Cross Examination.

(Moss)

1. You are connected with the Savings Institution, a Director? And Meredith is a Director too? A. Yes, and he is too.

2. What is a "Peremptory" sale?

----Objection.

Do you know what the word peremptory means ordinarily? A. Yes.

3. Could you conduct a peremptory sale unless you yourself owned the property? I tell you it means sell it for what it will bring, unless you owned it yourself could you have a peremptory sale?

A. I doubt it.

4. Do you remember the day the sale was withdrawn up at the home? A. I do.

5. Did you glean anything about what was the reason for withdrawing it?

A. I understood that Mr. Flanigan was going to lend Mr. Stallings the balance of the money to pay off the mortgage.

6. That was the reason, you understood, it was withdrawn? A. Yes.

7. At that sale, were there a good many people attending that sale?

A. Quite a few.

8. Bidding on the other property that was sold was right lively?

A. Quite a few bidders.

9. From the location of this place and the surroundings is not that rather an attractive location? A. Very pretty location.

10. You can get the benefit of the Bay and the calm of the river? A. Yes.

To the general question under the rule the witness says?

A. Nothing else.

Edward L. Flanigan, a witness duly sworn, in his own behalf, says:-

(Munroe)

1. State your name and residence?

A. Edward L. Flanigan, 4112 Bellevue ave., Baltimore, Md.

2. What relation are you to the purchaser of this property? A. A brother.

3. His name is Pierce Flanigan and your father's name is Patrick Flanigan? A. Yes.

4. Did you attend all three of these sales, the sale on the premises when the unimproved land was purchased and the sale at this fake sale when the fake bid was made, and then the peremptory sale, were you present at all three?

A. Yes, I was present at all four, the one sale you had nothing to do with that is the Lowrey tract.

5. Does your brother Pierce, or any of you, own any land in this neighborhood?

A. Yes, with my father and the corporation of which I am Vice-President, in all about 150 acres on the other side of the Mountain Road.

6. At the sale last June your brother became purchaser of this property at a bid of \$26,000?

A. That's true, for the 88 acres.

7. What, if anything there transpired with reference to any promise on the part of your father, brother, or yourself to lend to Mr. Stallings the money with which to pay off the balance due to the Annapolis Savings Institution?

A. I heard of nothing regarding any promise which my father made at any time to Mr. Stallings to lend him any amount on his home, the first I ever heard of it was at the trial here December 27th, the first day of the case which Mr. Stallings instituted against my father and my brother.

8. Any promise to that effect, or anything like it, been made by you, your brother or father since that time? A. No sir.

9. Are you quite familiar with this property and the house?

A. I was never in the house, I am familiar with the property, however.

10. I want you to tell us about the second sale at which this bid was made by this stranger, were you present?

A. Yes.

11. Tell what happened?

A. The second sale, as I recall it, was held here at the Court House door on October 25th, at 11 o'clock, there were a number of gentlemen at that sale, the auctioneer read from a hand-bill a description of the property and started to sell Lot No. 7, which is about 1600 feet down the road from Mr. Stallings' home place. That first lot No. 7 was about an acre and a third, you made the opening bid, Mr. Munroe, on that Lot No. 7 of \$500, and I saw Mr. Stallings call you over to that side of the Court House walk and you talked to him for a few moments, then you asked him to suspend the sale for a few moments while you and Stallings talked, you were talking directly back of where Mr. Renehan and I were standing, and I heard the last sentences of your conversation, and this, to my knowledge, is what your last remarks were, "All right, we will not sell the two lots first we will put up the house and if that brings enough to satisfy the mortgagee, it may not be necessary to sell the two lots". You then went over to the auctioneer and told him to withdraw the bid on Lot No. 7 and to offer the Home place first, and the bidding started on the Home place at \$7,000 about, and continued at a fast pace until ultimately knocked down to the gentleman for \$28,000.

12. Did you, or any of your people, make a bid on it?

A. I had Mr. Renehan with me and he made bids as I told him.

13. How much did you bid?

A. To the best of my knowledge about \$10,000 is where we stopped bidding.

14. Do you know Mr. Donegan by sight, did he have on a reddish brown overcoat?

A. Mr. Johnson testified it was, and I recall very distinctly the auctioneer referring to the gentleman in the peculiar shade of overcoat several times. The bidding continued at a fast clip until knocked down to this gentleman standing in the middle of the walk. Seemed to be something peculiar, one fellow leaning up against the wall of the Court House, he had no overcoat on, dressed in a sweater and sport shoes and Byers standing in the middle of the Court House walk, they seemed to be eager to overbid each other, it did not require much solicitation

on the part of the auctioneer to have either one raise bids, the young fellow leaning up against the wall would raise the bid \$200 and \$250 and the man in the middle of the walk, Byers, seemed particularly anxious to be high bidder at all times, he then raised his own bid on two occasions and the auctioneer called his attention to it, he said "Brother you are high bidder, don't go any higher". I think the auctioneer realized something peculiar about that for during the course of the sale the auctioneer said "Brother, are you sure you have your check book with you", and the man replied "that will be all right". After the sale was over Mr. Munroe and this man Byers went into the Court House, and in a few minutes Mr. Munroe came out and asked me if I saw which way the other man went, the young man in the sweater and sport shoes, and I said "No" and I said "What is the reason for the inquiry" and he said " This man the property was knocked down to has no money to make the deposit", why the sale was not ultimately consummated I don't know. At the sale Lots 7 and 8 were not offered that day, the bidders dispersed, and at what I call the 4th sale, Mr. Munroe calls it the third under this mortgage, that was held on the 29th of November, it was a cold, rainy day and the sale held inside the Court House door, there were a number of gentlemen there, Anderson, Johnson, Bull, Wilson, Mr. Wilson is the gentleman who owns the property adjoining Stallings' Home place, he has property there between Lowerey Tract and Stallings' Home place, he lives there in the summer, Mr. Wilson was there, and these gentlemen, this one with the red overcoat and a number of others. The Auctioneer was on the steps of the Court House and he read over the handbill, and he said "Gentlemen, I want to call your attention to the fact that at this sale a deposit of \$3,000 will be required, this property was sold before but the sale was not consummated and I want to call the attention of all bidders here today that a deposit of \$3,000 in cash or check, will be required of the successful bidder, the property will positively be sold today". The bidding started, and as I recall it Mr. Munroe made the opening bid of \$8,000, and I had Mr. Renehan bid \$8,500, then the Auctioneer said \$9,000, \$9,500, \$10,000, I did not see any one in the crowd make any such offers and I asked the Auctioneer who made those offers and the reply of the auctioneer was this "Brother, I have a bona fide bid of \$10,000 on this property, I cannot tell you the name of the gentleman who made the bid but it is a bona fide bid and Mr. Renehan then bid \$10,200, there was no advance on that bid and Mr. Munroe then said "Gentlemen, we are going to sell this property today, I am going to continue this sale for five more minutes and if at the expiration of that time there is no advance, we are going to knock this property down at the high bid", you took out your watch, Mr. Munroe, walked around among the crowd, talked to the gentlemen there and at the expiration of five minutes came back and said "the time is up, if you cannot get any advance on that bid, go ahead and sell the property", the auctioneer, a good natured fellow, tried to keep the crowd in a good humor, still continued to importune the crowd to raise the bid, and no advance, and Mr. Munroe said "Go ahead and sell it at high bid". The property was then knocked down at Mr. Renehan's bid of \$10,200, the title was taken, or agreement of sale signed in Mr. Munroe's office by my brother, Pierce J. Flanigan who was to take title to this property.

15. There was no scarcity of bidders at that sale?

A. Who bid? Mr. Munroe bid, and the gentleman who has been referred to as having the red overcoat on, who was at the first sale, he made no bid as I saw it; Mr. Munroe made every effort and the Auctioneer made every effort at all these sales to get the highest dollar that he could.

16. Did your father ever give any authority to anybody you know of to buy this property for Mr. Stallings?

A. No.

17. Did you or your father ever promise him that?

A. Positively no sir.

Cross Examination.

(Moss)

1. Did you have a tractor last summer?

A. Yes, we have a number of them.

2. Did you get one from Mr. Stallings? A. No sir.

3. One taken away from Mr. Stallings, that Stallings once had in his possession?

A. We have one now for safe keeping, we have not purchased it.

4. You used it?

A. Hired it. The reason I say safekeeping, it appears Mr. Stallings purchased a tractor and some other farming equipment from Gatch Brothers Supply Company, and one day one of the Gatch boys came in to see me and said "We are going to replevin the equipment on the Stallings tract and we would like to get your permission to store it on your land, if you have no objection", and I said, "Far as I can see no objection, but I wish you would make it clear to Mr. Stallings that we are not taking his equipment away" he said, "Mr. Stallings understands that, he has signed (I imagine it was) a confessed judgment note, or agreement of sale, they have when purchasing machinery on part time basis, and we want to take the machinery off the premises in order to avoid expense of any litigation" and I gave him permission to store his equipment on our property.

5. You used it, did you keep any account for the use of it? Who did you account to?

A. We have not purchased it yet, and if we do credit will be made to the Gatch Supply Co.

6. Were you ever consulted about that letter before it was written?

A. This letter is from The Industrial Tractor Equipment Company, which I understand is Gatch Bros. Supply Co.

7. Were you ever consulted about that letter before it was written?

A. Dated February 24th, 1933 to Elmer Stallings, "This is to notify you,-"

(Court) Read that over to yourself and then answer the question.

A. I have never seen this letter before.

-----Letter offered in evidence by Judge Moss.

8. Did the company ever talk to you about that letter about turning the machinery back to Stallings?

A. No sir.

9. What amount have you in hand payable on that machine for the use of it?

A. I imagine the rental will be around \$3 a day.

10. How many days did you use it?

A. I could not tell you that off hand. We worked on clearing the Stallings tract from the 12th of August until the 15th of October, that tractor was not used every day, we have two other tractors there also in use.

11. Will you file in this case a statement of the amount of the use you made of the tractor?

A. Yes, I would have to look up the records as to the days which the Stallings tractor was used.

12. You think \$3 a day is a fair pay for a tractor?

A. I really don't know what is fair pay for this tractor, it is a Fordson, it is a McConnell-Deering.

13. At that sale why did not your brother bid on the property himself when it went up to \$18,000 legitimate bid?

A. I heard no \$18,000 legitimate bid.

14. You contradict that?

A. I always had a suspicion that the man against the wall and the man in the middle of the walk were working together because of their anxiety to top each other's bid.

15. You tell the Court no legitimate bid over and above \$10,000?

A. I don't say that.

16. You heard the witness testify it went along on bid to that amount?

A. Yes, I heard that, there were bids, but apparently no one was able to identify the bidder.

17. Could not identify the man bidding for your brother?

A. Yes, Mr. Stallings identified Mr. Renehan here the last day's proceedings.

18. How much did your brother bid on it on that sale that was not completed

A. He did not bid at all.

19. Anybody bid for him?

A. I was standing alongside of Mr. Renehan telling him how high to bid.

20. How high did you tell him?

A. We dropped out shortly after \$10,000.

21. Are you the witness who owns property on the other side, and did not want undesirable people there, and yet you tell the Court all he was authorized to bid was \$10,000?

A. That's true, because if you had attended that sale you would have realized something peculiar there, the auctioneer realized it when he said to him, "have you your check book with you".

I think he realized it was a fabulous price being bid that day, \$28,000.

22. Why did you stop at \$10,000?

A. Because that was our bid, \$10,000. Mr. Stallings testified here in the first case his value of the house and land was \$15,000, I heard him say that; he valued it at \$28,000 the last day.

23. You don't know anything at all about your father sending Mr. Joshua Linthicum to Mr. Munroe to withdraw the sale?

A. I was not near my father at the sale on the 21st of June.

24. You never heard that?

A. Not until on the witness stand on the day of the case the 27th of December, two days after Christmas.

25. Did you ever see Mr. Stallings at your father's house talking to him about it?

A. I don't recall I ever saw Mr. Stallings talking to my father at the home place, I do recall his coming over in mid June of 1932, he talked to me, my father was not at home he made no mention of his property and neither did I.

26. Did the bookkeeper yesterday tell about being together after the sale and Stallings talked to you?

A. Mr. Stallings did not talk to me. I may have bid him the time of day after the sale, I heard Mr. Stallings say he talked to my father, brother and myself on the 21st of June, and I most emphatically contradict him because I had no conversation whatever with Stallings on that day.

27. If I tell you that tactors are worth \$10 a day would you raise your price?

A. I would not, because we would certainly like to hire out a tractor which is only worth at the outside probably \$300 or \$400, a second hand tractor, for \$10 a day, it would not take you very long to get your money back out of the tractor.

28. You think then that \$10,000 was a fair price?

A. I think that \$10,000 in today's market was a fair price for that property especially so when a number of bidders there, many men interested in the property and none of them bid, Mr. Johnson, Mr. Bull and many others of this community down here were at both sales.

29. You think also better to sell at the Court House door than to have continued the sale up there?

A. I am not familiar with sales.

30. Have you ever known anybody from Annapolis ever bought any land up there or build a home up there?

A. No. I don't know very many people in Annapolis.

31. Then you don't know of anybody who has. Is it not a fact that the country being populated and houses built, land cleared up, etc. by Baltimore people?

A. We have owned our property for eighteen years and been working clearing it all that time Gibson Island only been in process of development in the past eight or ten years, but that is not connected in any way with the Stallings tract, that is sort of a colony in its own.

32. You never had any talk with your father in reference to making a loan on this house?

A. I never heard my father make any mention of any offer.

33. You never had any talk with your father about making a loan to save his home?

A. No sir, my father was very much interested at the sale on the 21st when he sent word, as testified here, to Mr. Munroe, or mentioned to some gentleman that Mr. Munroe had now received what he thought was a good price for all the land and that he hoped it would not be necessary to sell Stallings' Home, I think he had a sort of fatherly interest in Stallings, he was our neighbor across the road from us.

34. Your father had a fatherly interest in him, you and your brother bore him no ill will, did it ever occur to you when you got the property for \$10,000 to turn it back to him?

A. When this suit was filed it indicated clearly that Mr. Stallings had unquestionably feeling towards us, and I figured if we did not get control of that property he might do the same as he threatened to do when the sign was put up on the Mountain Road, to cut this property up into small lots and he could probably do the same thing with the home place, and if we did not acquire it, it would be in his hands to do as he pleased with. Furthermore there is a swamp back of Stallings' home,-

35. Did it ever occur to you, your father or brother, after you bought this property at \$10,000 to turn it back to him and his mother?

A. No, and it does not occur to me today.

36. Never gave that a thought?

A. No, not after this suit was filed.

37. Did you ever have it in your mind to turn the property back? You or your brother or father, all three, or one, to turn it back?

A. I never gave any thought to buying Stallings' Home if it had been put up on the 21st of June when the first sale took place I would not have bid on that home. But when the first

suit was filed in which Stallings claimed he did not get enough for his property \$26,000, and made such ugly, unwarranted, untruthful charges against my father, accusing him of not keeping his word, it indicated he had unquestionably unkindly feeling, and then I made up my mind to bid on the Stallings home property.

38. You did not bid on it?

A. I had Renehan bid on it.

39 Did you agree to have Renehan bid on it and your brother take title to it? Is it not a fact you had Renehan bid on it, it was knocked down on his bid, and your brother took title to it?

A. My brother takes title to all property down there.

40. All in your brother's name?

A. The boat house which has been testified to in this case is not on the Stallings Home tract, it is on the Lowerey tract, Stallings had a \$4000 mortgage foreclosure of the Capital Building and Loan Association of Baltimore Kohlman the Attorney, sale held at the Court House door, a number of bidders there and that property was knocked down at \$5525, I had Renehan down there that day and title taken in my brother's name.

41. How much land in the boathouse tract?

A. I judge 4 acres of fast land.

42. Suppose I tell you only two acres of fast land?

A. I don't know whether you call that marsh or fast land. In addition there is a Boat house there.

43. What did it cost to build?

A. I am not a builder, I would not hazard any guess, in addition a small bungalow and three acres of land, boathouse and bungalow sold for \$5525 at a fair sale.

44. How long was that before this sale?

A. That was on the 20th of September.

45. Who owns that property now?

A. My brother, in his name, he and I are joint owners.

46. Deed in your joint names? A. No.

47. That property did bring \$5525 at public auction?

A. Yes, sale well attended, sold at Court House door in Annapolis, and has been paid for.

48. Is it not a fact that tractor taken away from Stallings was taken to Baltimore?

A. No sir it is not a fact.

49. Where was it carried? A. Nowhere except across the road.

50. Did any of your people go to Baltimore to have it sent over to your place?

A. No. The owners of this tractor are these folks in the letter, The Industrial Tractor and Equipment Company, I always refer to them as Gatch Brothers, they are the owners of the tractor and the boys came over and asked me if we had any objection to storing the equipment, tractor, plows, clod breaker, and some other little things, farming implements, he wanted to know if we had any objection to storing it on our tract and I said make it clear to Stallings before you move it over, the reason for it, because we don't want to fall out with Stallings.

51. You took it over to your place, did any of you write to the company and tell them you had finished with it?

A. No, no writings in connection with it.

52. After the storage, and you used it, before you had time to render any account of how many

days you used it, they wrote to Mr. Stallings to take it back he had failed in his payment?

A. I know nothing at all of the relations between Gatch or the Tractor Company and Mr. Stallings.

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

Mr. Patrick Flanigan, a witness of lawful age, being first duly sworn, says:-
(Renehan.)

1. Were you present at the sale of the property of Mr. Stallings that took place in June on the Home place?

A. The farm land, yes sir.

2. Were you present at either of the other sales at the Court House door?

A. I was not.

3. It has been stated you promised Mr. Stallings, either in person or by messenger, to lend him the necessary amount of money, \$10,000, or whatever it was, to pay off the balance due to the Annapolis Savings Institution after the sale of the farm land, state whether or not that is true?

A. I never promised Mr. Stallings that. After the farm land was sold, and it brought the price it did bring, far in excess of what I would have given for it, or what I thought it was worth, I mentioned to a friend of mine standing there to speak to Mr. Munroe and tell him, that you got such a good price and reduced the mortgage to such an extent I hope he will not sell the house over Mr. Stallings' head, - that was the remark Stallings use to make to me, - that he did not want the house over his/^{head} sold, - but far as my telling him that I did not tell him anything of the kind, I was not talking to him.

4. Do you remember you sent a message to that effect about not selling his house?

A. Mr. Joshua Linthicum, I asked him to speak to you, Mr. Munroe, you got such a good price for the farm land, I thought you could afford not to sell his house at that sale, the house was not put up.

5. Then the house was not offered for sale until the following October?

A. I don't know when it was offered for sale, because I was not at the sale, and I would not have anything to do with the purchase of Mr. Stallings house.

6. At which the property was sold for \$10,250, you had nothing to do with it, were not present and sent nobody?

A. No indeed. I was very sore of being accused of not keeping my word, he accused me of promising to buy that property the farm land and give it back to him, he never even asked me to go to the sale or whether I would be interested in it or not, and a short time after the sale of the land he came over to see me again, he used to come almost every day and sit and he said "if I had known your sons would be interested in the purchase of this land I would have gotten Mr. Munroe to include my home in the sale of this land and I think he would have been satisfied to take \$32,000 as that is all the interest the bank has in it, he was sorry he did not include the house in with the sale of the land. If he had any idea we were going to buy the land and return it to him, which I never promised, and he never asked me, why would he make that remark after the sale?"

Cross Examination

(Moss.)

1. You did ask Mr. Joshua Linthicum to go to Mr. Munroe and ask Mr. Munroe not to sell the house on the premises but to sell it at Annapolis?
A. I did not. I asked him if he would ask Mr. Munroe not to sell the house right there after his getting \$26,000 for the farm land, I had nothing to do with where the house would be sold, was not interested in that, would not have anything to do with the purchase of the house.
2. Why did you ask him not to sell it?
A. Because I felt friendly towards Stallings, I hate to see any man's house sold over their heads.
3. And you felt there might be some method by which it could be postponed and save the home for him? A. Yes.
4. You remember it was actually sold to your son at Annapolis?
A. I do not, I was not here.
5. Why were you not here, you had the sale postponed because in your heart you felt you did not want to see Stallings lose his home, now came the day for you to act and you were as far away as you could be, and were at home?
A. After Mr. Stallings entered this suit against me and made statements not correct in that I would not keep my word, I would not have anything more to do with Mr. Stallings after that, I stopped then.
6. Had you told Stallings before that time that you could not control your sons?
A. I never did, I don't think I ever told any person that.
7. Stallings was at your house often?
A. He came to, almost a year before the first sale, he came to my home, I was just home from the hospital about two weeks, had two nurses there taking care of me, and he came out to see if he could borrow \$55,000, I was in no condition to talk business, I told him I would tell my sons as soon as I saw them what he wanted. He then enumerated what he could give as security for the \$55,000 and I made a memorandum of it, I generally make a memorandum, my memory is not so good as when younger, and I made a memorandum in the book.
8. Stallings said he saw your son first and asked if better to see you and then went to see you, is that right?
A. He went to the shop where my son was, and from there they called me up and the nurse asked me if I would see Mr. Stallings from down the country and I was in bed, my hospital bed was in the next room to where I tried to entertain him, and after she told me it was the man from down the country I did not like to disappoint him after driving 27 miles, I said tell my son Leo, yes, if he comes out. In less than an hour he came out, he testified he came out the next day, he did not come then, he came almost before I was dressed, that same afternoon, I told him I would refer it to my sons and they would let him know.
9. Did you not report to him later you could not do anything with your sons?
A. Say that to Stallings? I surely did not, because my sons have never refused to take my advice on anything of importance.
10. You know the house was sold for \$10,250 to your son?
A. I was told that.
11. Have you advised your sons to let Stallings have it back? A. I have not.

12. Did not take the trouble to go to the sale?

A. No I did not, because up to the present my health is not good as used to be and I did not want to come to Annapolis to attend to anything that I was not interested in.

13. Was your reason for wanting it brought to Annapolis at that time, that if it was put up and knocked down there and you let one of your sons get it, you thought Mr. Stallings would think you were not very friendly with him? I am talking about the time when sold the land and brought a good price, and a lot of people there, beautiful water and house in all its new glory, you sent Joshua Linthicum to Mr. Munroe to ask to have it removed to Annapolis?

A. No, I did not tell Mr. Linthicum anything at all about having it removed to Annapolis.

14. You did not say have it removed to Annapolis? A. No.

15. Suppose I tell you that he testified to that?

A. I positively did not tell him that, I merely told him if he could see Mr. Munroe, I did not speak to Mr. Munroe, for several years before that sale, my dealings were of the kindest nature, I did not tell him what to do about the house, he knows pretty well what to do, he is nobody's fool.

Putting up that sign, my son drew my attention to it, what could be done opposite our property, we have 4000 feet on the road, nearly 3000 feet on the Mountain Road opposite Stallings' property, I did not realize what that meant until my son drew my attention to it, 25 X 100, Means 16 houses to one acre, if that was the case, right opposite our home, would ruin us after spending the money we have there for 18 years, then I told my sons to go ahead and do as you pleased.

16. Did you tell them that morning before they came to Annapolis?

A. I told them that before the sale of the farm land, the night before.

17. Stallings had talked to you in the meantime before that?

A. From the time we moved down there in June, almost every day he would drive over and sit on the porch with me, I was not very well and was at the house all the time, he did not seem to be very busy and he would come to see me and talk about numerous things, I don't remember every word he said.

18. You know anything about Stallings' tractor?

A. I do, I know all about it. The Gatch Company, as we understand it, sold Stallings farming implements including a tractor and other things, they wanted to store those things over near our barn, and my sons called me up from the office and told me that the Gatch people wanted that, and I told them "No, don't give them permission to move those things on our place until we notify Mr. Stallings". I sent over to Mr. Stallings, sent a colored man named Ben Lewis, I think is it, and Mr. Stallings came over and I told him what the Gatch people wanted to do, wanted to store those things at our barn so as to save trouble as lots of judgments against him, and I said "Now, have you any objection at all to them coming down here and moving those things", we were not going to move them, - and he said "Not a particle", so the Gatch people sent down there and moved the things and put them back of our barn. Then, - we had tractors there, - we wanted this light tractor, we got a letter from Mr. Gatch to use the tractor if it was any good to us, and we intend to pay for the use of it.

19. How do you explain that when they offered to Stallings to take his tractor back they did not tell him where it was?

A. That I don't know anything about, I think he knew where it was because that day he came

over to see me and I asked him if he had any objection, I said "Stallings, if you settle up with these people you can get it from our place just as easy as from your own.

20. Who keeps the book of the firm? A. My sons.

21. You don't know anything about what he has allowed for the use of it?

A. I do not, we have several tractors of our own.

22. How did you come to use that?

A. That tractor is a light one, we have tractors/almost the same but those are heavier, this is a light one.

23. Did this company give you permission to use it?

A. Surely, in writing, we have the letter from Gatch Company to use it. We dealt with them in some things and we would not use it without permission.

24. Is the tractor under shelter now?

A. No, I am not sure. It may be under the shed it may be back of the barn, the last time I saw it it was back of the barn.

Re-Direct.

(Mr. Munroe.)

1. What did you have to do with making up this plat, the laying off of Stallings' land, did you have anything to do with consulting me or asking me to lay it off, the farm land, in any particular so as to suit you?

A. Positively no, I did not see you for years previous to the sale of that property, my sons, I asked them and they said never saw any one in regards to it and never saw anybody about it, and had nothing to do with laying it off, that tract, than a man in Chicago. I was very sore when Mr. Stallings testified here you laid that off to suit Mr. Flanigan which was very, very unkind.

Cross Examination on Re-Direct.

(Moss)

1. Did you suggest to Stallings a way by which to lay it off?

A. I surely did not, the first I knew of it was when my son took the blue print down from the office, some one sent it to the office, I suppose it was Mr. Munroe, we thought it was.

2. You remember the time Stallings talked to you over the phone about a speedboat?

A. Very few words. I tried to help him sell the boat to Dr. Brun, my neighbor, and after seeing Dr. Brun I called Stallings, that is all I ever had to do with it. Dr. Brun is a Dentist in Baltimore.

3. Over that telephone did you ask him if he would sell from Miller's line to Gray's line and change his road from going in and out?

A. I never said anything at all about laying off his property, I told him I would go to see Mrs. Miller and see if she would buy part of this property, which I did, to show you I was very friendly all the way through to Mr. Stallings.

4. Were you not fearful until your sons got possession of it that there would be somebody there who would build small houses there?

A. I would sooner Mrs. Miller buy it than somebody else buy it and put little houses there.

5. Your house fronts on the water, this would be on the back?

A. Yes, but our land is improved all the way up to the Main road.

6. You did talk to him about changing the road?

A. I did not, I told him I would see Mrs Miller and see if she would buy up to his road.

7. Who was going to take the other half?

A. I don't know who would take it.

Re- Re-Direct.

(Munroe) Was that the part you tried to get Dr. Brun interested in?

A. I saw him, he was out there about a week ago and he told me Mr. Stallings came to see him and he asked such a fabulous price for the land by the acre,-

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

A. No.

In Rebuttal.

Mr. Elmer Stallings called in rebuttal.

(Moss.)

1. How did you know that your tractor was at Flanigan's?

A. I saw him using it on the property that they bid in.

2. You did not know until they bid in the property and had it down there?

A. Yes.

3. Any colored man ever come to you and say anything about it?

A. No.

4. You know where it is now?

A. Only what Mr. Flanigan says, I have not seen it since stopped working.

5. What conversation did you have with Mr. Flanigan at the time he was trying to aid you in selling the speedboat?

A. I talked with him the first time in the Fall of 1931, I called him in March and told him it was going to be sold in 1931, and he said he had a friend might want to buy it, he asked me if I would sell a portion of my property from Miller's line over to Gray's line, and I told him I would, and he asked me if I would discontinue use of the present road and come in back of Gray's property which would mean opening a 20 foot road, he said he would see Mrs. Miller to see if she would take half and he would take the other half.

6. That road you were using was the road that came out to the Mountain Road to the back of his house?

A. Exactly.

7. He wanted it moved further up towards Baltimore so it would not be back of his house, you were to wind around and go up further?

A. I had to make three turns.

8. Are you positive he made that proposition to you over the phone?

A. Absolutely.

No Cross Examination.

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

Petition and Order to reduce penalty of Bond to \$10,000.00 --Filed 10 May, 1933.

To the Honorable, the Judges of said Court:-

The petition of the Annapolis Savings Institution respectfully shows:-

That the mortgagors, Elmer S. Stallings and Lyda R. Stallings, his wife, were originally indebted to the Annapolis Savings Institution in the sum of \$30,000.00 secured by the mortgage filed in this case and the amount of the Bond given at the institution of the proceedings

to foreclose said mortgage was \$35,000.00.

That the indebtedness of the said Elmer S. Stallings and wife has now been reduced by a sale of part of the property covered by the mortgage, to about eight thousand dollars.

Your petitioner accordingly prays that the penalty of said Bond be now reduced to \$10,000.00 which will be ample to cover any liability in the premises, including the costs of sale and other expenses incident thereto.

And as in duty, etc.

Jas. M. Munroe

Solicitor for Petitioner.

I hereby certify that the balance due to the Annapolis Savings Institution by Elmer S. Stallings and wife upon the mortgage mentioned in the above entitled case is \$7271.89 with interest from June 21st, 1932.

Samuel Brooke,

Cashier
Annapolis Savings Institution.

Ordered by the Circuit Court for Anne Arundel County in Equity, this 10th day of May, 1933, upon the foregoing petition and certificate, it appearing to the Court that the balance now due to the Annapolis Savings Institution, mortgagee, in the above entitled case, is \$7271.89 with interest from June 21st, 1932, that the penalty of the Attorney's Bond in the above entitled case be and the same is now reduced to ten thousand dollars (\$10,000.00).

Nicholas H. Green, A. J.

Opinion of the Court. --Filed 18 August 1933

This case arises on exceptions to ratification of Sale of November 29, 1932.

It appears from the proceedings, that Elmer S. Stallings and wife executed a mortgage to the Annapolis Savings Institution to secure a loan of \$30,000., the mortgage being in default the property therein described was advertised for sale on the 21st day of June, 1932, divided into six parcels, and parcels No. 1 2, 3 5 and 6 were sold on that day to Pierce J. Flanigan for \$26,000., Lot No. 4 being the lot with the dwelling on it was not sold at that sale, the sale was reported to this Court and finally ratified.

This sale did not satisfy the mortgage debt, and on the 25th day of October, 1932, Lot No. 4 and two lots 7 and 8, on the Mountain Road, were offered at public sale under the power in said mortgage, but owing to abortive bids, the sale was not made, and this property was again advertised for sale on the 29th day of November, 1932, and Lot No. 4 was sold to Pierce J. Flanigan at the price of \$10,200., this sale was duly reported to this Court, Order Nisi thereon passed on the 5th day of December, 1932.

Exceptions to the ratification of the sale were filed on the 4th day of January by the mortgagors and testimony taken by both exceptants and exceptees.

The mortgagors excepted to the ratification of the sale and assigned the following reasons.

(1) Because the property was improperly advertised as a peremptory sale without any authority under the terms and conditions of said mortgage to make such a sale.

(2) Because under pretense that they were interested only in helping the mortgagors in their effort to re-purchase their home, several persons combined to bid upon the property and to obtain the same at a price much less than one-half of its real value for themselves, or for some one of them.

(3) That at the attempted sale of this property on October 25, 1932, this same combination

of persons bid \$19,000 for this identical property, while at the peremptory sale of November 29, 1932, the same persons purchased the same property for \$10,200.

(4) That the price obtained for the property sold was grossly inadequate and far less than one-half of its market value at the time of sale.

(5) And for other reasons to be urged at the time of hearing these exceptions.

James M. Munroe, Attorney named in the mortgage filed in this case, who made the sale of November 29, 1932, filed his answer to the exceptions on the 14th day of January, 1933, in which is set forth.

1st. That in 1930, the Farmers National Bank loaned to Elmer S. Stallings and wife, (the mortgagors) \$20,000. taking a judgment which was a first lien on the property mentioned in these proceedings.

2nd. That later the said mortgagors applied to and were granted a loan of \$30,000. from the Annapolis Savings Institution, secured by the assignment of the banks judgment, which was paid, and also the mortgage filed in these proceedings.

3rd. That said mortgage became due in six months from its date, with the distinct understanding that the loan could not be made for a longer period, when the six months expired, upon the earnest request of said mortgagor the time of payment was extended for another period of six months.

4th. Thereupon at the request of the said Elmer S. Stallings, and in order, if possible, to save for him his home the mortgagee caused the property to be laid off into lots and a plat made thereof, with blue prints of said plat to be made and sent to various persons at the request of said Stallings, who, he said, would wish to purchase portions of said property but not the whole tract, and at the first sale a portion without improvements, having been first offered in separate parcels, and then as a whole was sold to Pierce J. Flanigan for \$26,000., this sale was reported to and finally ratified by this Court, and the Auditors account duly filed and ratified.

5th. That the said Elmer S. Stallings was called upon to pay the balance of said mortgage indebtedness, due the Annapolis Savings Institution, and upon his failure to meet this demand, two portions of the property to wit, a tract of 7.92 acres improved by the dwelling house of the mortgagors, and two lots of about $1\frac{1}{4}$ acres each, without improvements, were advertised for sale on October 25, 1932, and a bid of \$26,000 was offered for the said tract of 7.92 acres with the improvements thereon, by a stranger who when called upon to comply with the terms of sale, explained that he was bidding for a Mr. Logisky of Brooklyn, New York, but the supposed purchaser failing to appear and the bidder having left Annapolis, attempt unsuccessfully was made to find the purchaser.

6th. That failing to reach the supposed purchaser, the property was again advertised by the Attorney for sale on November 29, 1932, and in order to assure the public that the property would be sold, put at the head of the advertisement the word "Peremptory", meaning -- to indicate thereby that the sale was to be a bona fide sale, and was for the purpose of disabusing the minds of persons who might be contemplating the purchase of the property of the idea that there was no use of coming to the sale because under one pretext or the other it would be called off, and the said tract of 7.92 acres with improvements was sold to Pierce J. Flanigan at and for the sum of \$10,200.

7th. That the time, terms, manner and place of sale are by the mortgage expressly with-

in the power and discretion of the mortgagee or Attorney making the sale, and the advertisement of the property was in every way legal and proper.

That neither the Attorney making the sale nor the Annapolis Savings Institution nor any of its officers and Directors were in any way interested in the purchase of the property for the purpose of securing the payment of the mortgage debt, and had no knowledge at any time of any alleged combination by other persons to purchase the property at a price less than one half of its value. That the Attorney shows that the price obtained for the property under all the circumstances and under present conditions of the market for real estate, is its full market value. This case is closely connected with the suit of Elmer S. Stallings and wife against Patrick Flanigan No. 6365 Equity in the Circuit Court for Anne Arundel County, wherein the attempt was made to set up a trust exmaleficio as to that part of the property sold to Pierce J. Flanigan in June 21st 1932, in which case this Court by its order of August 15, 1933, the Bill was dismissed with costs to the defendants, and the testimony therein was referred to and made a part of the instant case.

The second and third exceptions have been practically eliminated from the consideration of the Court, as the testimony fails to sustain the allegations of any combination of persons including the purchaser to bid for the property and to obtain the same at a price much less than its real value for themselves, or any evidence that this same combination bid \$19,000 for the identical property at the first sale and at the last sale purchased the property for \$10,200.

So that there remains the first exception to wit,

(1) That the property was advertised as a peremptory sale without authority under the terms and conditions of the mortgage to make such a sale, and the fourth exception to wit.

(4) that the price obtained for the property sold was grossly inadequate and for less than one-half of its market value at the time of sale.

These exceptions the Court will consider each in its order.

The mortgage under which the sale was made, contains the usual power of sale which provides that if default occurs thereunder the property may be sold, at any time after such default, upon giving twenty days notice of the time, place, manner and terms of sale, and such other notice as may be deemed expedient by the mortgagee or its Attorney, and the sale may be for cash on ratification of sale or on such terms as may be deemed best. The evidence shows that this property had been advertised for sale twice before the sale now under consideration, the first time after a part of the property had been sold, the lot with the dwelling had not been offered, the second time after the property had been bid off at a price of \$28,000. the purchaser could not be found, and the sale was abortive, so that as explained in the answer filed to the exceptions, it was deemed best that some notice be given to prospective bidders that a sale was really and actually to take place and if any of the persons attending the first and second sales with an interest in the lot and dwelling, and feeling discouraged in attending the third sale, would know that the sale was a positive one, and in attending their time and interest was not wasted, and in the discretion of the Attorney making the sale the surest and best way of conveying to the mind of a prospective bidder that the sale was bona fide and would not again be put off was in the use of the word peremptory at the head of the advertisement. The word peremptory in its common use means, absolute, positive, a final determination to act, without hope of renewing or altering-

Bouvier's Law Dictionary (Rawles Revision)

This third sale was to be, under all the circumstances, an absolute, positive sale, and a final

determination to act without hope of renewal or alteration, and it seems to the Court that the Attorney was justified in the use of the word peremptory.

Especially is this true when it does not appear from the testimony that the mortgagors were in any way injured or prejudiced by the use of the word peremptory, nor was its use detrimental to the interest of the mortgagors, and it is difficult to see how they could have been prejudiced thereby.

(2) Was the price obtained for the property so grossly inadequate that, coupled with all the circumstances, the Court should refuse to ratify the sale?

There seems to be no question about the sale being a fair and open one after full advertisement and every effort being made to enlist the interest of all persons that might have a personal or business interest in the purchase of the property or an interest in getting the highest price for it.

It does seem very unfortunate that the mortgagors in the financial stress they appeared to be, so far forgot themselves or rather himself, as it is only fair to say, that Mrs. Stallings was not a party to or connected in any way with the unusual and abortive attempt to defeat the second sale, as to become a party to such unethical conduct as the testimony shows, occurred at this sale, and thereby defeat what seems to the Court the sale of this property at a most advantageous price \$18,000, but having brought about this result by his own act he is not now in a position to expect the Court to relieve him of the consequences of his own conduct.

There is a wide difference of opinion of the witnesses as to value of the property sold, Mr. Stallings testifies it cost him about \$23,000 in 1929, but this same witness in his testimony in the other case No. 6365 placed a value on the house and land, \$15,000. Mr. Bruner R. Anderson, testified that if the property cost \$30,000, it was worth at the time of sale \$15,000. that there had been a depreciation of 50% and that property was getting less valuable every day. Mr. W. N. Crisp testified that the value of the land was about \$1,000 an acre and the house cost about \$12,000 to \$15,000, but that there was no market for real estate at this time. Mr. Joshua Johnson testified that the property is worth \$20,000. Mr. Meredith testified that the property is worth \$15,000.

The sale in the instant case was a sale under power in a mortgage, a judicial sale, there is no evidence of any misconduct or wrongful act by either the purchaser or the Attorney, the sale was fully and fairly advertised, made after competitive bidding at public auction in good faith. The purchase price might not be the market value of the property, but a price obtained at a public sale fairly made is at least one of best indication of actual value. This sale was made in the manner provided in the mortgage, under a part of the contract between the parties, and the remedy, for default was a condition upon which the loan was obtained and must have been contemplated by the mortgagors that the price obtained for the property under that remedy would not be its full market value, because the price obtained would be at a forced sale, and not a sale where the purchaser and owner dealt at arms length, or by an agreement resulting from negotiations between an owner willing, but not obliged to sell, and a buyer willing but not compelled to purchase.

Then too the Court must consider the question as presented in the instant case, that the standard is one of a forced sale, fairly made, and is due to the default of the mortgagor, who assumes the consequences of his failure to meet the terms of his contract, if that sale is made as in the case at bar during the period of financial depression, and consequent de-

preciation of the value of the security, or other adverse conditions for which neither party is responsible, and the mortgagor suffers hardships, it is a consequence that can not be prevented and must be borne, for the Court can not grant relief without violating the contract. No one was prevented from bidding and the testimony does not show nor is it intimated that even if the sale is set aside, there is anyone who would buy the property at a greater price and is able and ready to make payment therefor.

There seems to be a settled policy of the Courts in Maryland not to set aside a public sale for mere inadequacy of price" unless so gross and inordinate as to indicate some mistake or unfairness in the sale for which the purchaser is responsible, or misconduct or fraud in the trustee".- this rule was used in Johnson vs. Dorsey 7 Gill 269, and this rule seems to have been followed without material variation since. The Court has not been able to find a clearer exposition of the principles controlling in the instant case than the opinion of Judge Parke, speaking for the Court in Lewis vs. Beale 162 Md. at page 18- In this case the Court said " The witnesses who testified to the value of the property differ widely in their estimates. They range from \$20,000 to \$30,000, on the part of the exceptants, and from \$10,000 to \$14,000 in behalf of the trustees. The difficulty in relying on testimony of this nature is that there is usually no adequate standard with which to measure the value of a particular piece of property, in a neighborhood where transactions in land are few and unrelated. A specific portion of land is seldom so similar in area, location, adaptability, improvement, use, and physical condition as to constitute a unit of a comparable class; and the bias, knowledge, experience, and capacity of a witness who may testify with respect to the value of land are so inconstant, yet play so large a part in reaching a conclusion which, if correct, must accord due weight to such important, although variable factors as financial conditions, the movement of population, and the subsisting supply and demand, that an opinion on the value at a given time of a particular portion of land, especially if situated in a neighborhood of infrequent sales, is frequently of no great weight. The testimony before the Court differs so greatly that the inherent defects of this kind of expert evidence are exemplified, and the Court would have a much more difficult question in analysis and weight of testimony, if its problem were to determine from conflicting estimates of expert witnesses the fair market value of the mortgaged premises at the time of sale. The sale, however, was made as authorized by the deed, and, as has been here determined, the notice by advertisement was properly given, and no objection is disclosed by the record to the time, place, manner, or terms of the sale, so the only ground of objection to be decided is whether or not the purchase price of \$9,900 is so grossly inadequate that misconduct or fraud on the part of the trustees or purchasers is shown." And again- "There is no proof of any misconduct or wrongful act by either the purchaser, the trustees, or the mortgagee, in connection with the sale, and it is firmly established by many decisions that mere inadequacy of price, unless so gross as to indicate fraud or misconduct, is not sufficient to cause the court to vacate a mortgage foreclosure sale." " There is no evidence in this cause to justify the inference that the trustees did not reasonably endeavor and act to obtain the full value of the property". " The purchase price may not be the market value of the property, but a fair sale at public auction is one of the best evidences of actual value. It was the method specified in the deed of trust, and thereby entered into the contractual relation of the mortgagors and mortgagee. The agreed remedy was a condition upon which the loan was obtained, and was a part of the mortgage security, and the mortgagors necessarily contemplated that a sale involved the probability that

the price received for the property would not be its full market value, because the purchase price at public auction would be obtained by a compulsory or forced sale, which would not fulfill the prerequisites for the determination of a fair market value, which assumes an agreement on the price of the land resulting from a treaty between an owner willing, and not obliged to sell, for cash, and a buyer desirous, but not compelled, to purchase." And again" The fact that the court must consider the question at bar with reference to the circumstances that the standard is that of a forced sale, fairly made, rather than that of a voluntary sale by the owner, is due to the default of the debtor, who must assume the agreed consequences of the default. If the sale take place during a period of financial depression, or of depreciation in the value of land, or of other adverse general conditions for which neither party is responsible, and hardship thereby result, it is a consequence which must be borne as an incident of the contract, and the court cannot relieve one party to the contract without violating the contractual right of the other.

McCarty vs. Hamburger, 112 Md. 40,45 75 A 964. Unless there be fraud or misconduct, a mere inadequacy of price will not be sufficient to vacate the sale. The court cannot accept the high valuation placed upon the property by some of the witnesses, and is convinced that they were mistaken, and that there is no such inadequacy in price as would, under the precedents and principles of equity controlling this decision, justify setting aside the sale, because (a) the price obtained was at a public auction fairly made and in good faith. (b) the bid accepted was the final offer in competitive bidding. (c) The mortgagors defaulted in their obligation, instead of paying off the mortgage debt by funds procured by a new mortgage, and (d) finally no one was prevented from bidding, and the record does not show that, if the sale were set aside, there is any one who would buy the property at a substantial advance in price and who would be able and ready to pay for the property on the terms of sale under which it was offered."

It follows from the conclusions reached that the exceptions must be dismissed and the sale ratified.

August 18"- 1933

Nicholas H. Green A. J.

Order of Court over-ruling exceptions etc and Order Final Ratification of Sale- Aug. 19" 1933 -- Filed 19 August 1933

The exceptions of Elmer S. Stallings and wife, mortgagors, to the ratification of the sale of 7.92 acres of land with the improvements thereon, made by James M. Munroe, Attorney named in the mortgage filed in these proceedings to make sale in case of default under said mortgage, on November 29th, 1932, to Pierce J. Flanigan at and for the sum of ten thousand, two hundred dollars (\$10,200), standing ready for hearing and being submitted upon the argument of counsel for the parties, it is thereupon, this 19th day of August, in the year Nineteen hundred thirty-three, Ordered, by the Circuit Court for Anne Arundel County in Equity, that said exceptions be and the same are hereby over-ruled with costs. And it is Further Ordered by said Circuit Court that the aforesaid sale be and the same is hereby finally ratified and confirmed due notice of the Order Nisi passed in said case appearing to have been given and the Attorney is allowed the commissions provided by the mortgage and such proper expenses as he shall produce vouchers for to the Auditor.

Nicholas H. Green A. J.

Appeal --Filed Oct. 14" 1933.

Mr. Clerk:-

Enter an appeal in this case from the Order of Court dismissing Exceptants exceptions to the ratification of the sale on August 18th, 1933 made on the 29th of November, 1932 and reported to this Court by James M. Munroe, Attorney named in the mortgage, and from the Order of the Court ratifying said sale on August 19th, 1933.

Elmer S. Stallings
Lyda R. Stallings

Robert Moss
Attorney for Plaintiff

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

I Hereby Certify that on this 14th day of October, in the year nineteen hundred and thirty three, before me, the subscriber, Clerk of the Circuit Court for Anne Arundel County, personally appeared Elmer S. Stallings and Lyda R. Stallings, his wife, Exceptants to the ratification of the sale of Real Estate in this case mentioned and ratified by the Circuit Court for Anne Arundel County, in Equity, on August 19th, nineteen hundred and thirty three, That the Appeal taken by them in this is not taken for delay.

As witness my hand and seal.

Frank S. Revell,
Clerk of the Circuit Court for
Anne Arundel County

Mandate --Filed May 28th. 1934.

Court of Appeals of Maryland

No. 6, April Term 1934

Elmer S. Stallings and Lyda R. Stallings, : Appeal from the Circuit Court for Anne
his wife : Arundel County.
vs. : Filed: January 11, 1934.
The Annapolis Savings Institution. : April 26, 1934, Order affirmed with costs.
: Opinion filed. Op.- Pattison, J.
: May 3, 1934, Decree filed.

Appellant's Cost in the Court of Appeals of Maryland,

Record \$165.00
Brief \$
Appearance Fee \$10.00
Clerk's Costs \$ 2.00 \$177.45

Appellee's Cost in the Court of Appeals of Maryland,

Brief \$18.50
Appearance Fee \$10.00
Clerk's Costs \$.75 29.25 \$206.70

State of Maryland, Sct:

I, James A. Young, Clerk of the Court of Appeals of Maryland, do hereby certify that the foregoing is truly taken from the record and proceedings of the said Court of Appeals.

In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of the Court of Appeals, this twenty-sixth day of May A. D. 1934.

(Seal of the Court of)
(Appeals of Maryland)

James A. Young Clerk of the
Court of Appeals of Maryland.

Elmer S. Stallings and : In the Court of Appeals of
 Lyda R. Stallings, his wife : Maryland
 vs. : April Term, 1934.
 The Annapolis Savings Institution. : No. 6

The Appeal In the above entitled case, standing ready for hearing, was argued by counsel for the respective parties, and the proceedings have since been considered by the court.

It is thereupon on this 3rd day of May, 1934, by the Court of Appeals of Maryland, and by the authority thereof, adjudged and ordered that the order dated August 19th, 1933, of the Circuit Court for Anne Arundel County, be and the same is hereby affirmed, with costs.

Carroll T. Bond
 Hammond Urner
 Wm. H. Adkins
 T. Scott Offutt
 W. Mitchell Digges
 F. Neal Parke
 D. Lindley Sloan

Filed: May 3, 1934.

Claim of Annapolis Savings Institution

Annapolis, Md. June 6th, 1934

Mr. Elmer S. Stallings

To Annapolis Savings Institution, Dr.

To mortgage debt		\$30,000.00	
To interest from Sep. 6th, 1931			
to June 21, 1932		<u>1,440.75</u>	
		31,440.75	
Received on Acct. Aug. 2, 1932		<u>24,168.86</u>	
		7,271.89	
Interest from June 21, 1932			
to May 8th, 1934		815.58	
Feb. 19/34 To premum on bond	32.00		
Apl. 2/34 To hand bills	<u>16.50</u>	<u>48.50</u>	\$8,135.97
May 8th/34 By credit interest on purchase			
money deposit			<u>105.00</u>
Balance	-----		\$8,030.97
			<u>48.50</u>
			\$7,982.47

Samuel Brooke

Cashier, Annapolis Savings Institution

Subscribed and sworn to before me this 7th day of June, 1934.

(Notarial Seal)

Catherine L. Knadler

Notary Public

Auditor's Report and Account --Filed June 13th 1934.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above enti-

tled 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 Elmer S. Stallings and wife
in ac. with James M. Munroe, Attorney.

To Attorney for his commissions, 6% as

provided for in mortgage	\$630.60	\$630.60
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To Attorney for Court Costs, viz:

" Defendant's solicitor appearance fee	10.00	
" Clerk of Court	48.50	
" Auditor	<u>27.00</u>	85.50

To Attorney for Expenses, viz:

" Capital Gazette Press, advertising	44.00	
" Order Nisi on Report of Sale	5.00	
" Order Nisi on Auditor's Account	5.00	
" Baltimore Sun, advertising 1st sale	14.30	
" Baltimore Sun, advertising 2nd sale	9.10	
" Art Press, handbills	11.00	
" Premium on bond	32.00	
" Premium on bond, renewal	32.00	
" Sheriff, R. G. P.	6.75	
" Sheriff, J. C. D.	3.75	
" Stenographer, J. D. S.	10.50	
" Auctioneer	30.00	
" Appellants costs	12.00	
" Appellees costs	<u>29.75</u>	245.15

To Attorney for Taxes, viz:

" 1930 County and State	262.70	
" 1931 County and State	176.29	
" 1932 County and State, adjustment	<u>281.98</u>	720.97

To Annapolis Savings Institution, balance

in full for mortgage debt and interest ✓	7,982.47	7,982.47
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This balance for distribution \$845.31, to

be distributed as follows,

To International Harvester Company of

America, on account of Judgment, No.

169 Trials, April Term 1931

<u>845.31</u>	<u>845.31</u>
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<u>\$10,510.00 ✓</u>

Note: Appellants costs: \$12.00
 By Ck. 428 to Moss, app. fee \$10.00
 By Ck. 429 to Ct. of Appeals 2.00
~~\$29.75~~
 Appellees costs:
 By Ck. 429 to Ct. of Appeals .75
 By Ck. 430 to J. M. M. 10.00
 By Ck. 431 to Capital
 Gazette Press for Brief 18.50

Cr. Nov. 29 1932 Proceeds of Sale	\$10,200.00
Interest on deferred payments	<u>310.00</u>
	<u>\$10,510.00</u>

ORDER NISI

Ordered, This 13th day of June, 1934, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 14th day of 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 14th day of July next.

Wm. Martin Brady, Clerk.

Certificate of Publication Annapolis, Md., July 17, 1934.

We hereby certify that the annexed Order nisi - Aud. Acct. - Stallings #6254 Equity was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 14th day of July, 1934. The first insertion being made the 14th day of June, 1934.

The Capital-Gazette Press, Inc.

By H. L. Strange.

In the Circuit Court for Anne Arundel County.

Ordered By The Court, this 17 day of July, 1934, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Nicholas H. Green A. J.

Release by Annapolis Savings Institution to James M. Munroe -- Filed 9 August 1934.

This Release, Made this 21st day of July in the year One thousand nine hundred and thirty-four, by the Annapolis Savings Institution, witnesseth:

That for and in consideration of the payment by James M. Munroe, Attorney named in the mortgage filed in the above entitled case, of the sum of Seven thousand, nine hundred eighty-two and 47/100 Dollars (\$7,982.47) allowed to the Annapolis Savings Institution in full of the balance due on its mortgage from the said Stallings and wife filed in the above entitled case, as allowed in the Auditor's Account filed in the above entitled case on the 13th of June, 1934 and finally ratified by the Circuit Court for Anne Arundel County in Equity on the 17th day of July, 1934, the said Annapolis Savings Institution doth by these presents release the said James M. Munroe, his heirs, executors, administrators and sureties from all claims

and demands for and on account of the payment of the same and hereby acknowledge the debt secured by the aforesaid mortgage to be satisfied and paid.

Witness the name of the Annapolis Savings Institution by B. Allein Welch, President thereof, and the corporate seal of said Savings Institution attested by Samuel Brooke, Secretary and Cashier thereof.

Test:		Annapolis Savings Institution
	(Corporate)	
Samuel Brooke	(Seal.)	By: B. Allein Welch
Secretary and Cashier		President.

In The Matter of the Sale of the Mort-	:	No. 7893 Equity
gaged Real Estate of Henry Fleisher and	:	In The Circuit Court for
Alice E. Fleisher, his wife.	:	Anne Arundel County.

Mr. Clerk:

Please docket this suit, record assignment, etc. --

Marvin I. Anderson, Assignee.

Mortgage --Filed Sept. 27th. 1939

This Mortgage made this 10th day of January, in the year of our Lord, nineteen hundred and twenty two, by and between Henry Fleisher and Alice E. Fleisher, his wife, hereinafter called parties of the first part, and Caroline G. Williams, hereinafter called party of the second part.

Whereas the said parties of the first part are justly indebted to the party of the second part in the full and just sum of Fifteen Hundred (\$1500.00) dollars, and as evidencing the same have passed unto the said party of the second part, their joint and several promissory note for said sum, of even date herewith, and payable Three years after date, as well as their six other promissory notes of even date therewith, 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 this mortgage should be executed for the purpose of more effectually securing the payment of said note and interest, thereon to accrue; together with all renewals thereof, or substitutes therefor, at the time limited for the same.

Now therefore this Mortgage Witnesseth; that for and in consideration of the premises and the sum of One (\$1.00) dollar, the receipt of which is hereby acknowledged, the said parties of the first part do grant and convey unto Caroline G. Williams, party of the second part, her heirs and assigns forever, all of those pieces or parcels of ground, situated, lying and being, in the Fourth District of Anne Arundel County, and described as follows:

It Being those identical lots of land conveyed unto Henry Fleisher and wife, by William G. Williams, by deed of even date herewith and recorded, or intended to be recorded immediately prior hereto, and in said deed described as lots Nos. 1 (one) and 12, (twelve) a plat of which is recorded with said deed.

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

To Have And To Hold the aforesaid land and premises unto the proper use and benefit of the said Caroline G. Williams, her heirs and assigns forever.

Provided that if the said Mortgagors, their heirs, personal representatives and assigns, shall well and truly pay or cause to be paid the aforesaid sum of Fifteen Hundred (\$1500.00) dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the mortgagors shall possess the aforesaid premises, upon paying in the meantime all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said property, which taxes and assessments, public dues and charges, mortgage debt and interest, the said mortgagors, for themselves, their personal representatives and assigns, do hereby covenant to pay when legally demandable; but if default be made in the payment of any of the said obligations, or any agreement or covenant in this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said mortgagee, her personal representatives and assigns, or for Eugene P. Childs, her Attorney or agent, at any time after default, to sell said hereby mortgaged property or so much thereof as may be necessary to pay said mortgage debt and interest, and all costs incurred in making said sale, and to grant and convey said property to the purchaser or purchasers, said sale to be made according to law in such causes made and provided.

And the said Mortgagors, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage, to keep insured in some good company, satisfactory to the mortgagee, the improvements on the hereby mortgaged land to the amount of at least Fifteen hundred (\$1500.) dollars, and to cause the policy to be effected thereon, to be so framed and endorsed as in case of fire to inure to the benefit of the mortgagee, her personal representatives and assigns, to the extent of her claim hereunder.

Witness the hands and seals of the said Mortgagors.

Attest:

Ella Lee Hodges

Henry Fleisher (Seal)

Alice E. Fleisher (Seal)

State of Maryland, Anne Arundel County, to wit;

I hereby certify that on this 10th day of January, 1922, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Henry Fleisher, and Alice E. Fleisher, his wife, and acknowledged the foregoing instrument to be their act and deed; and at the same time also personally appeared Eugene P. Childs, the herein named agent, and made oath in due form of law that the consideration as herein set forth is true and bona fide.

Witness my hand and seal Notarial.

(Notarial Seal)

Ella Lee Hodges

Notary Public.

I hereby assign the within mortgage to Marvin I. Anderson for purpose of foreclosure.

Witness my hand and seal this 23rd day of September 1939.

Witness:

Elizabeth VD Williams

Caroline G. Williams (Seal)

Received for Record 27 day of Sept 1939, at 1 o'clock P. M. and the same day recorded in Liber

W. N. W. No 55, Fol 85, Land Records of Anne Arundel County.

John H. Hopkins, 3rd.
Clerk.

Bond --Filed and Approved this 2nd. Oct. 1939.

Know All Men By These Presents:

That we, Marvin I. Anderson, as Principal of Annapolis, Maryland and Caroline G. Williams and Elizabeth V. D. Williams as sureties, 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 30th day of Sept. 1939.

Whereas the above bounden Marvin I. Anderson, by virtue of the power contained in a mortgage from Henry Fleisher and Alice E. Fleisher, his wife to Caroline G. Williams, bearing dated the 10th day of January, 1922 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 55 folio 84, and duly assigned to the said Marvin I. Anderson, 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 Marvin I. Anderson do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgage property, to the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and mirtue in law.

Signed, sealed and delivered
in the presence of
C. Osborne Duvall

Marvin I. Anderson (Seal)
Caroline G. Williams (Seal)
Elizabeth V. D. Williams(Seal)

Statement of Mortgage Claim --Filed Oct. 27th. 1939.

Principal of Mortgage		\$1500.00
Interest from 8/1/33 to 10/31/39	\$562.50	
Paid on account	<u>140.00</u>	422.50
County taxes		
1929-----	\$24.65	
1930-----	25.55	
1931-----	20.18	
1932-----	33.91	
1933-----	32.87	
1934-----	30.73	
1937-----	28.04	
1938-----	<u>33.09</u>	
		<u>229.02</u>

Total ---- \$2151.52

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 26th day of October, 1939, before me, the subscriber, a No-

tary Public of the State of Maryland, in and for the County aforesaid, personally appeared Caroline G. Williams, and she acknowledged foregoing Statement of mortgage claim to be correct. As Witness my hand and Seal Notarial.

(Notarial Seal)

Lucile H. Musterman
Notary Public.

Report of Sale and Order Nisi - Filed Oct. 25th. 1939.

To the Honorable, the Judges of said Court:

The Report of Sale of Marvin I. Anderson, the Assignee for the purpose of foreclosure, respectfully shows:

That after giving bond with security for the faithful discharge of his duties under the power of sale contained in the said mortgage, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale and by a sign set upon the premises, he did pursuant to said notice, attend at the Court House door, in the City of Annapolis on Tuesday, October 24th, 1939, at eleven o'clock, A. M., the time and place so advertised, and then and there proceeded to sell said real estate, being all that tract of land, situate, lying and being in the Fourth Election District, of Anne Arundel County being Lots Nos. 1 and 12, as shown on a plat recorded with deed to Henry Fleisher and wife, dated January 10, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 55, folio 82, improved by a six room, two story frame house and garage, to Caroline G. Williams, for the sum of Fifteen Hundred (\$1500.00) Dollars, she being the highest bidder for the said property.

Marvin I. Anderson, Assignee

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 24th day of October, in the year, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, the Assignee, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale was fairly made and for the highest price which he was able to obtain therefor.

As Witness my hand and seal Notarial.

(Notarial Seal)

Lucile H. Musterman
Notary Public.

Advertisement of Sale.

Assignee's Sale of valuable improved Real Estate at Gambrills, in the Fourth Election District of Anne Arundel Co., Maryland.

By virtue of a power of sale contained in a mortgage from Henry Fleisher and wife, dated January 10, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 55, folio 84, default having occurred in said mortgage, the undersigned Assignee will sell at public auction at the Court House door, in the City of Annapolis, on Tuesday, October 24, 1939, at 11 o'clock A. M.

Being lots one (1) and twelve (12) as shown on a plat recorded with deed to Henry Fleisher and wife, dated January 10, 1922, and recorded among the Land Records of Anne Arundel County in Liber G. W. 55, folio 82.

Improved by a six-room, two-story frame house and garage.

Terms of Sale: A deposit of \$300.00 will be required of the purchaser on the day of sale deferred payment to bear interest at the rate of 6 per cent per annum from day of sale. Taxes to be adjusted to the day of sale.

William H. Moss & Co.,
Auctioneers.

Marvin I, Anderson, Assignee
20-U West Street, Annapolis, Md.

I hereby certify that I have this 24th day of October, 1939, sold the property described in the advertisement within, at and for the sum of \$1500.00, to Caroline G. Williams she being then and there the highest bidder and I further certify that the sale was fairly made.

William H. Moss & Co., Auctioneer
Thomas O. Gott.

I hereby certify that I have this 24th day of October, 1939, purchased from Marvin I. Anderson, Assignee, the property described in the advertisement within, at and for the sum of \$1500.00, and hereby agree to comply with the terms of sale.

Witness my hand and seal.

Witness:

Caroline G. Williams (Seal)

Lucille H. Musterman

ORDER NISI

Ordered, this 25th., day of October, 1939, That the sale of the property mentioned in these proceedings made and reported by Marvin I. Anderson, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 25th., 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 25th., day of November next.

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

John H. Hopkins, 3rd. Clerk.

Certificate of Publication

Annapolis, Md., Nov. 27, 1939

We hereby certify, that the annexed Order Nisi - Henry Fleisher & wife - Equity No. 7893. 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 November, 1939. The first insertion being made the 26th day of October, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend

Ordered By The Court, This 30 day of November, 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
Judge.

Auditor's Report and Account --Filed Dec. 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

No provision is made in the mortgage filed in these proceedings for the allowance of commissions to the attorney making sale thereunder. For this reason the Auditor has made no allowance of commissions to the Assignee in this report.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Henry Fleisher and Wife in ac. with Marvin I. Anderson, Assignee.

To Assignee for Court costs, viz:

Plaintiff's Solicitor's appearance fee	\$10.00	§
Clerk of Court - court costs	11.50	
Auditor	<u>9.00</u>	30.50

To Assignee for Expenses, viz:

Capital-Gazette Press, - advertising sale	15.75	
Order Nisi on		
Capital-Gazette Press - Report of Sale	5.00	
Order Nisi on		
Capital-Gazette Press - Auditor's Acct.	5.00	
Clerk of Court - recording assignment	.75	
Wm. & Moss & Co. - auctioneer	6.00	
L. H. Musterman - notary fee	1.00	
One-half Federal revenue stamp	.75	
One-half State revenue stamp	<u>.75</u>	35.00

To Assignee for Taxes, viz:

1939 State and County taxes (\$30.91-adj)	25.24
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To Caroline G. Williams, mortgagee - on account mortgage claim

<u>1,409.26</u>
<u>\$1,500.00</u>

Amount of mortgage claim filed	\$2,151.52
Cr. Amount allowed as above	<u>1,409.26</u>
Balance subject to decree in personam	\$ 742.26

Cr. Oct. 24, 1939 Proceeds of Sale

<u>\$1,500.00</u>

ORDER NISI

Ordered, This 20th., day of December, 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 22nd. 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 22nd., day of January next.

John H. Hopkins, 3rd.
Clerk.

Certificate of Publication Annapolis, Md., Jan. 22, 1940

We hereby certify, that the annexed Order Nisi - Sale - Henry Fleisher & wf - No. 7893 Eq.

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 22nd. day of January, 1940 The first insertion being made the 21st. day of December, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County.

Ordered By The Court, this 23 day of January, 1940, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the 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 :	No. 7899 Equity.
Real Estate of Ellsworth R. Kramer, Samuel R. :	In the Circuit Court for
Kramer and Charlotte P. Kramer, His Wife. :	Anne Arundel County.

Mr. Clerk:

Please docket this suit, file the witnin mortgage, pass upon and file the accompanying bond.

Filed Sept. 30th. 1939.

George E. Rullman , Assignee.

ER

This Mortgage, Made this first day of July, in the year nineteen hundred and thirty-six, between Ellsworth R. Kramer, single, Samuel R. Kramer and Charlotte P. Kramer, his wife, of Washington, District of Columbia, 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 Ellsworth R. Kramer and Samuel R. Kramer being the holders of seventy shares of unredeemed stock of said Association and a member thereof, have received from it an advance of Thirty Five Hundred dollars, to complete the purchase price of the property herein-after mentioned, which is the full par value of said seventy 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 seventy 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 Ellsworth R. Kramer, Samuel R. Kramer and Charlotte P. Kramer, his wife, do hereby grant and convey unto the said Annapoli_ and Eastport Building Association, its successors and assigns,

All that lot or tract of land situate in the "Great Swamp", in the Seventh (formerly the Eighth) Election District of Anne Arundel County, Maryland, which is described as follows:-

Beginning for the same at a stone planted on the edge of West River and running about an

easterly direction to a stone on a ditch bank across a road; thence parallel with and including said road until it intersects the line of fence between Margaret Hartge and Edmund S. Hartge at a stone now planted in the line of said fence; thence in about a northwesterly direction with the line fence of Charles E. Leatherbury to a stone planted on the edge of West River and about 85 yards from the beginning stone; thence with the edge of West River to the place of beginning. Containing about four (4) acres of land, more or less. Being the identical property which was conveyed to the said Ellsworth R. Kramer and Samuel R. Kramer by Julia C. McKee and Ralph McKee, her husband, by deed dated and left for record among the Land Records of Anne Arundel County simultaneously with these presents.

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 Ten and 50/100 Dollars being Fifteen cents on each share every Saturday night in each week regularly and promptly, for the period of four years from the date hereof, or until the aggregate of said weekly payments so made, shall, exclusive of all losses and liabilities and fines and penalties imposed, amount to the said advanced sum of Thirty Five Hundred dollars, and to pay as interest on said advanced sum on every Saturday night during said period, the further weekly sum of six cents on each of said shares of stock, the said weekly interest of six cents ceasing on each share only when the par value thereof (fifty dollars) clear of all losses and liabilities, fines and penalties, shall have been repaid.

To pay all ground rent, taxes and assessments of all kinds for which the hereby mortgaged property now is or may hereafter become liable when payable.

To pay all fines and penalties that may be imposed on the said Mortgagors their heirs and assigns 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 Thirty Five Hundred dollars, and have the policy of insurance so endorsed or assigned that the same shall enure to the benefit of said mortgagee, its successors or assigns, in the event of loss or damage, to the extent of its or their claim hereunder.

The said weekly payments shall continue to be made as herein specified, and the covenants shall remain in force until the aggregate of the weekly sums aforesaid paid by said 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:

Laura R. Jickling

Ellsworth R. Kramer (Seal)

Samuel R. Kramer (Seal)

Charlotte P. Kramer (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this first day of July, in the year nineteen hundred and thirty-six, before me, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Ellsworth R. Kramer, single, Samuel R. Kramer and Charlotte P. Kramer, 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, this 29th day of September, 1939.

Attest:

Tilden O. Atwell
Secretary.

(Corporate)
(Seal)

The Annapolis & Eastport Building Association of the City of Annapolis, Maryland,
By Carey L. Meredith
Vice-President.

Received for Record 30 day of Sept. 1939, at 11-20 o'clock A. M. and the same day recorded in Liber F. A. M. No. 144, Fol. 261, Land Records of Anne Arundel County.

John H. Hopkins, 3rd, Clerk.

Bond --Filed and Approved Sept. 30th. 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 Thirty Five Hundred Dollars, to be paid to the said State of 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 30th day of September, 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 Ellsworth R. Kramer, single, Samuel R. Kramer and Charlotte P. Kramer, his wife, to The Annapolis and Eastport Building Association of the City of Annapolis, Maryland, dated July 1, 1936, and recorded in Liber F. A. M. No. 144 folio 259 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 George E. Rullman, 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

George E. Rullman (Seal)

in the presence of (Corporate)

Maryland Casualty Company

Ruby W. Chaney (Seal)

By Chas F. Lee of

Chas. F. Lee & Co. Agents.

Statement of Mortgage Debt. - Filed Oct. 4th., 1939.

Annapolis, Md., October 4, 1939

Messrs. Ellsworth R. Kramer and

Samuel R. Kramer

To The Annapolis & Eastport Building Association, Dr.

To balance due on mortgage loan	\$2,930.42
To interest	<u>67.15</u>
Total	\$2,997.57

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this fourth day of October, 1939, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Tilden O. Atwell, Secretary of The Annapolis & 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 Nov. 6" 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 Ellsworth R. Kramer, Samuel R. Kramer and Charlotte P. Kramer, his wife, dated the 1st day of July, 1936, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 144 folio 259, 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 bond with approved security and 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 Tuesday, October 31, 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 Charles F. Lee at and for the sum of Thirty Three Hundred Dollars (\$3300.00), he being at that figure the highest bidder therefor, the said property being the following:

All that lot or tract of land situate in the "Great Swamp", in the Seventh (formerly the Eighth) Election District of Anne Arundel County, Maryland, which is described as follows:

Beginning for the same at a stone planted on the edge of West River and running about an easterly direction to a stone on a ditch bank across a road; thence parallel with and including said road until it intersects the line of fence between Margaret Hartge and Edmund S. Hartge at a stone now planted in the line of said fence; thence in about a northwesterly direction with the line fence of Charles E. Leatherbury to a stone planted on the edge of West River and about 85 yards from the beginning stone; thence with the edge of West River to the place of beginning; containing about four acres of land, more or less. Being the property which was conveyed to the said Ellsworth R. Kramer & Sam'l R. by Julia C. McKee and Ralph McKee, her husband, by deed dated the 1st day of July, 1936, and recorded among the aforesaid Land Records in Liber F. A. M. No. 151 folio 521.

Said tract of land is improved by a six room dwelling.

(2). And the said Assignee further reports that he has received from the purchaser the

deposit of \$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 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 the 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 October, 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 foregoing 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

George W. Scible, Auctioneer

Assignee's Sale of valuable Waterfront Property situate on West River, near West Shady Side, Anne Arundel County, Maryland.

By request of the owners, and pursuant to and by virtue of the power of sale contained in a mortgage from Ellsworth R. Kramer, single; Samuel R. Kramer and Charlotte P. Kramer, his wife, dated the 1st day of July, 1936, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 144, folio 259, 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 Tuesday, October 31, 1939 at 11 o'clock A. M. the property described in said mortgage, namely:

All that lot or tract of land situate in the "Great Swamp", in the Seventh (formerly the Eighth) Election District of Anne Arundel County, Maryland, which is described as follows:

Beginning for the same at a stone planted on the edge of West River and running about an easterly direction to a stone on a ditch bank across a road; thence parallel with and including said road until it intersects the line of fence between Margaret Hartge and Edmund S. Hartge at a stone now planted in the line of said fence; thence in about a northwesterly direction with the line fence of Charles E. Leatherbury to a stone planted on the edge of West River and about 85 yards from the beginning stone; thence with the edge of West River to the place of beginning; containing about four acres of land, more or less. Being the property which was conveyed to the said Ellsworth R. Kramer and Samuel R. Kramer by Julia C. McKee and Ralph McKee, her husband, by deed dated the 1st day of July, 1936, and recorded among the aforesaid Land Records in Liber F. A. M. No. 151, folio 521.

Said tract of land is improved by a six-room dwelling.

Terms of Sale: A deposit of \$300.00 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 the day of sale.

George E. Rullman, Assignee,
Lee Building, Annapolis, Md.

I hereby certify that I, as Auctioneer, did offer at Public Sale at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, October 31, 1939, the within described property, and then and there sold the same to Charles F. Lee at and for the sum of Thirty-three Hundred Dollars (\$3300.00), he being then and there the highest bidder therefore.

Witness:

Geo. W. Scible

Granville Lee Meredith

Auctioneer

I hereby certify that I have this 31st day of October, 1939, purchased the property described on the within handbill from George E. Rullman, Assignee, at and for the sum of Thirty Three Hundred Dollars (\$3300.00), and I hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

Witness my hand and seal this 31st day of October, 1939,

Test:

Charles F. Lee (Seal)

Ruby W. Chaney

ORDER NISI

Ordered, this 6th., day of November, 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 8th., day of December; 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 December, 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., December 9, 1939.

We hereby certify, that the annexed Order Nisi - Sale - Kramer # 7899 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 8th. day of December, 1939. The first insertion being made the 9th. day of November, 1939.

The Capital-Gazette Press, Inc.

By H. L. Strange

Ordered by the Circuit Court for Anne Arundel County, in Equity, this 12th day of December, 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 Dec. 22nd. 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 Ellsworth R. Kramer, et al
in ac. with George E. Rullman, Assignee

To Assignee for fee	\$ 50.00	
To Assignee for commissions	<u>129.74</u>	\$179.74

To Assignee for Court costs, viz:

Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	13.00	
Auditor	<u>9.00</u>	32.00

To Assignee for Expenses, viz:

Capital-Gazette Press - advertising sale	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	
Clerk of Court - recording assignment	.75	
C. F. Lee & Co., Agents - bond premium	14.00	
George W. Scible - auctioneer	16.00	
Ruby W. Chaney - notary fee	1.00	
One-half Federal revenue stamps	1.75	
One-half State revenue stamps	<u>1.65</u>	76.90

To Annapolis & Eastport Building Ass'n.

of the City of Annapolis, Maryland, mortgagee - in full for mortgage claim 2,997.57

To Ellsworth R. Kramer and Samuel R.

Kramer, mortgagors - this balance	<u>\$ 40.69</u>	
	<u>\$3,326.90</u>	

Cr. Oct. 31 1939. Proceeds of sale	\$3,300.00
Interest on deferred payment	24.75
Refund 1939 taxes (\$46.28 adj.)	<u>2.15</u>
	<u>\$3,326.90</u>

ORDER NISI

Ordered, This 22nd. day of December, 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 23 rd., 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 23rd., day of January next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., Jan. 23, 1940

We hereby certify, that the annexed Order Nisi - Auditor's Account - Ellsworth R. Kramer et al

No. 7899 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 23rd day of January, 1940. The first insertion being made the 28th day of December, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 24 day of January, 1940, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the 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. 7903
gaged Real Estate of Marion A. Eason,	:	In The Circuit Court for
widower	:	Anne Arundel County.

Mr. Clerk:

Please docket this case, and file original mortgage, mortgage note, and Statement of Mortgage Debt.

George E. Rullman, Assignee.

Mortgage -- Filed Oct. 11th. 1939.

This Mortgage, Made this 13th day of June in the year nineteen hundred and thirty-one, by Marion A. Eason, widower, of Annapolis, Maryland, of the first part, (State Capital Bank of) The Eastern Shore Trust Company, a body corporate, of the second part, and the Annapolis Savings Institution, a body corporate, of Annapolis, Maryland, of the second part, witnesseth:

Whereas, the party of the first part has this day received by way of loan an advance from the said Savings Institution the sum of Forty-eight hundred fifty dollars (\$4850.00) for the payment whereof three years after date the party of the first part has passed to said Savings Institution his promissory note of even date herewith, and for the payment of the quarterly interest on said principal sum reserved, the said party of the first part has also passed to the said Savings Institution his twelve other promissory notes of even date herewith, each being for the sum of Seventy-two dollars and seventy-five cents (\$72.75) and payable at intervals of three months each; and whereas the execution of these presents to secure the payment of the aforesaid notes was a condition precedent to said loan;

And the party of the second part doth unite herein for the purpose of waiving and doth hereby waive the priority of its mortgage from the party of the first part dated June 20th, 1925, recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 110, folio 336, hereby agreeing that this mortgage shall take precedence of its said mortgage.

Now This Mortgage Witnesseth, that in consideration of the premises, and of the sum of one dollar, the party of the first part has bargained and sold, and by these presents does grant and convey unto The Annapolis Savings Institution, its successors and assigns, in fee simple, the following property situate on the northeast corner of Franklin Street and Cheston Avenue,

Annapolis, Maryland, designated as Lots Nos. 5, 6, 8, and a portion of Lot No. 4, of Block "A", as shown on Melvin's Plan of Murray Hill, filed among the Land Records of Anne Arundel County in Liber G. W. No. 1, folio 17, and described as follows:-

Beginning for the same at the intersection formed by the southeast side of Franklin Street with the northeast side of Cheston Avenue, and running from thence with the southeast side of said Franklin Street, northeasterly, 63 feet to a point in said lot No. 4, thence leaving said Franklin Street and running through said Lot No. 4, southeasterly, 120 feet to the division line of said Lot No. 8, thence with said division line, northeasterly, 47 feet, thence southeasterly 30 feet to the division line of lots Nos. 8 and 10 of said Block "A", thence with said division line, southwesterly, 110 feet to the northeast side of said Cheston Avenue, thence with the northeast side of said Cheston Avenue, northwesterly, 150 feet to the southeast side of said Franklin Street and place of beginning.

Being the same property conveyed by deed dated June 15th, 1925, recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 110, folio 329, from Horace J. Fenton and wife to Marion A. Eason and Dorothy S. Eason, his wife, as tenants by entireties, and which upon the death of the said Dorothy S. Eason became vested in the said Marion A. Eason, party of the first part, as surviving tenant.

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

To have and to hold the above described property unto and to the proper use and benefit of The Annapolis Savings Institution, its successors and assigns forever.

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

(A.) To notify the mortgagee within five days in case the property hereby mortgaged is vacated or from any cause becomes unoccupied.

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

(C.) To pay the mortgage debt hereby secured and the interest thereon promptly, according to the tenor of the aforesaid promissory notes.

(D.) To insure and keep insured in some Fire Insurance Company satisfactory to the mortgagee, its successors and assigns the buildings on the property hereby conveyed, and to cause said policy to be so framed, or endorsed, as in case of fire to insure to the benefit of the said mortgagee to the extent of Forty-eight hundred fifty dollars, and to deliver to the mortgagee the fire insurance policy and all renewals thereof, 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 mortgagor 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.

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

(G.) And it is agreed that until default be made under this mortgage the mortgagors :

shall possess the aforesaid property, and the mortgagors hereby covenant to notify the mortgagee in writing of the sale of the property hereby conveyed immediately upon a sale thereof, in which event the mortgagee reserves the right to demand payment of its mortgage debt.

(H.) Leave is hereby given to the mortgagor to pay off this debt in whole or part in sums not less than one hundred dollars at any time after one year from date upon payment of at least one year's interest and the current interest note and in consideration of the privilege to make partial payments the mortgagor hereby agrees to pay the current interest up to the interest due date next following the date of such partial payment.

Provided, that if the said party of the first part, his heirs, executors, administrators or assigns shall well and truly pay the aforesaid sum of Forty-eight hundred fifty dollars (\$4850.00) together with the quarterly interest thereon reserved, according to the tenor of the aforesaid promissory notes, and shall perform all the covenants herein on his part to be performed then this mortgage shall be void.

But if default be made in the payment of said money or the interest thereon to accrue, or any part of either of them at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable and it shall be lawful for The Annapolis Savings Institution, its successors or assigns, or James M. Munroe, its Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in a manner following, viz: Upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed and published in Anne Arundel county, and such other notice as may be deemed expedient by the mortgagee or its Attorney, and the sale may be for cash on ratification of sale or on such terms as the mortgagee or attorney making the sale may deem best, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply, first, to the payment of all expenses incident to such sale, including an appearance fee and a commission of six per cent on the proceeds of sale, and such other fee as may be allowed by the Court upon sufficient reason shown therefor; and the premium on any bond that may be given for the faithful execution of his trust by the party making the sale. Third, to the payment of all claims of the said mortgagee, its successors or assigns under this mortgage whether the same shall have matured or not, and the surplus, if any there be, to be paid to the said mortgagor, his personal representatives or assigns, or to whomever may be entitled to the same, and in event of default under this mortgage and advertisement of the property for sale and settlement of the claims of mortgagee before the sale the mortgagors shall pay all costs and expenses and an appearance fee, and one-half the commissions as above provided, said commissions to be calculated on the amount of the mortgage debt and interest and to be not less than twenty-five dollars.

Witness the hand and seal of said mortgagor and the corporate name of the (State Capital Bank of) The Eastern Shore Trust Co. by W. Meade Holladay, its President, and its corporate seal attested by Dennis J. Thompson, its Cashier.

Test: (Corporate Seal)

Marion A. Eason (Seal)

M. Elizabeth Brown

(State Capital Bank of) The Eastern

Attest: D. J. Thompson, Cashier.

Shore Trust Company
By W. Meade Holladay, President.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 13th day of June in the year nineteen hundred and thirty-one before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel county, aforesaid, personally appeared Marion A. Eason, widower and he acknowledged the foregoing mortgage to be his act, and, now at the same time, before me personally appeared, also, Samuel Brooke, the Cashier and Secretary of The Annapolis Savings Institution the within named mortgagee and made oath, in due form of law, that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that he is the Cashier and Secretary of the within named mortgagee and duly authorized to make this affidavit. And at the same time also personally appeared W. Meade Holladay, President of the (State Capital Bank of) The Eastern Shore Trust Company, and acknowledged the foregoing mortgage to be the act of said Company to the extent of waiving the priority of its mortgage.

(Notarial Seal) Mary Elizabeth Brown,
Notary Public.

For Value Received, the Annapolis Savings Institution does hereby assign the within mortgage, and the mortgage debt secured thereby, to George E. Rullman.

In Witness Whereof the said Annapolis Savings Institution has caused these presents to be executed by its President, whose signature is duly attested by its Cashier and Secretary, and its corporate seal affixed hereto, this 9th day of October, 1939.

Attest: Samuel Brooke (Corporate Seal) Cashier and Secretary
Annapolis Savings Institution
B. Allein Welch, President

Received for Record 11 day of Oct. 1939, at 11-20 o'clock A. M. and the same day recorded in Liber F. S. R. No. 66, Fol 136, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Statement of Mortgage Debt --Filed Oct. 11th. 1939.

\$4850.00 Annapolis, Md., June 13th. 1931

Three years after date I promise to pay To The Annapolis Savings Institution, Forty-eight hundred fifty and no/100 Dollars, at Annapolis Savings Institution, Annapolis, Md.

Value Received. Secured by Mortgage of even date.

No. _____ Due _____ M. A. Eason

Marion A. Eason, widower to the Annapolis Savings Institution

To Balance due on Mortgage debt	\$3,522.50
To Interest to October 31, 1939	<u>81.22</u>
Total	\$3,603.72

Samuel Brooke,
Secretary and Cashier.

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

I hereby certify that on this 9th day of October, in the year 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Samuel Brooke, Secretary and Cashier, of the Annapolis Savings Institution, and made oath in due form of law that the matters and facts set forth in the foregoing Statement of Mortgage

Debt are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal) Granville Lee Meredith
Notary Public.

Bond --Filed and Approved 31st.Oct., 1939.

Know all Men by these Presents:

That we George E. Rullman, Assignee of Annapolis, Maryland, and the Maryland Casualty Company, a body corporate, duly-~~corporate~~, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifty Five Hundred Dollars, to be paid to the said State or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 31st day of October in the year of our Lord nineteen hundred and thirty-nine.

Whereas, the above bounden George E. Rullman, Assignee by virtue of a power contained in a mortgage from Marion A. Eason, Widower et al to _____ dated June 13, 1931 and recorded in Liber F. S. R. No. 66 folio 133 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 ^{being made in any of the covenants contained therein; and} Whereas, such default of default/has occurred and the said George E. Rullman, 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

George E. Rullman (Seal)

in the presence of

Maryland Casualty Company

Granville Lee Meredith

(Corporate Seal)

Per Chas. F. Lee of

Attest:

Chas. F. Lee & Co. Agts.

Marjorie Buys

Report of Sale and Order of Court thereon --Filed Nov. 1st. 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:

That under and by virtue of the power of sale contained in a mortgage from Marion A. Eason, widower, et al, dated June 13, 1931, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 66, folio 133, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Rullman, as Assignee, of the said Mortgage, which assignment to the said George E. Rullman has been duly recorded among the Land Records of Anne Arundel County, 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 Evening Capital, a newspaper published in Anne Arundel County, and by hand bills distributed about the vicinity of the property and elsewhere, 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 for sale at public auction at the Court House Door, in the

City of Annapolis, Maryland, on Tuesday, October 31, 1939, at 11:00 o'clock, A. M., and then and there sold the said property to the County Corporation of Maryland, at and for the sum of Fifty-Five Hundred Dollars (\$5500.00), it being then and there the highest bidder therefore; said property being described as follows:

All that lot situate on the northeast corner of Franklin Street and Cheston Avenue, Annapolis, Maryland, designated as Lots Nos. 5, 6, 8 and a portion of Lot No. 4, of Block "A", as shown on Melvin's Plan of Murray Hill, filed among the Land Records of Anne Arundel County in Liber G. W. No. 1, folio 17, and described as follows:-

Beginning for the same at the intersection formed by the southeast side of Franklin Street with the northeast side of Cheston Avenue, and running from thence with the southeast side of said Franklin Street, northeasterly 63 feet to a point in said Lot No. 4, thence leaving said Franklin Street and running through said Lot No. 4, Southeasterly 120 feet to the division line of said Lot No. 8, thence with said division line, northeasterly 47 feet, thence southeasterly 30 feet to the division line of Lots Nos. 8 and 10, of said Block "A", thence with said division line, southwesterly 110 feet to the northeast side of said Cheston Avenue, thence with the northeast side of said Cheston Avenue, northwesterly 150 feet to the southeast side of said Franklin Street and place of beginning.

Being the same property conveyed by deed dated June 15, 1925, recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 110, folio 329, from Horace F. Fenton and wife to Marion A. Eason and Dorothy S. Eason, his wife, as tenants by the entirety, and which upon the death of the said Dorothy S. Eason became vested in the said Marion A. Eason as surviving tenant.

Saving and Excepting therefrom all that lot of ground situate on the northeast side of Cheston Avenue, Annapolis, Maryland, being a portion of Lots Nos. 4, 5 and 6 and all of Lot 8, Block "A", as shown on Melvin's Plan of Murray Hill, as mentioned above, and being more particularly described in a deed from Marion A. Eason, widower, et al, to Helen C. Gott, dated February 19, 1936, and recorded among the Land Records aforesaid in Liber F. A. M. No. 148, folio 253.

And the said Assignee further reports that he has 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: A deposit of \$500.00 will be required of the purchaser on day of sale. Balance to be paid upon ratification of sale by the Court, and all deferred payments to bear interest at the rate of six per cent per annum. All taxes, public charges and assessments 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 October, 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, Assignee, 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.

Assignee's Sale of valuable Residential Property known as No. 6 Franklin Street, Annapolis, Maryland, and improved by a two and one-half story frame dwelling, with eight rooms, and all modern conveniences.

Under and by virtue of the power of sale contained in a mortgage from Marion A. Eason, widower, et al, dated June 13, 1931, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 66, folio 133, duly assigned to the undersigned, I will offer at public sale at the Court House door, in the City of Annapolis, Maryland, on Tuesday, October 31, 1939 at 11 o'clock A. M. the following described property, to wit:

All that lot situate on the northeast corner of Franklin street and Cheston avenue, Annapolis, Maryland, designated as Lots Nos. 5, 6, 8 and a portion of Lot No. 4, of Block "A," as shown on Melvin's Plan of Murray Hill, filed among the Land Records of Anne Arundel County in Liber G. W. No. 1, folio 17, and described as follows:

Beginning for the same at the intersection formed by the southeast side of Franklin street with the northeast side of Cheston avenue, and running from thence with the northeast side of said Franklin street, northeasterly 63 feet to a point in said Lot No. 4, thence leaving said Franklin street and running through said Lot No. 4, southeasterly 120 feet to the division line of said Lot No. 8, thence with said division line, northeasterly 47 feet, thence southeasterly 30 feet to the division line of Lots Nos. 8 and 10, of said Block "A," thence with said division line, southwesterly 110 feet to the northeast side of said Cheston avenue, thence with the northeast side of said Cheston avenue, ~~thence with the northeast side of said Cheston avenue,~~ northwesterly 150 feet to the southeast side of said Franklin street and place of beginning.

Being the same property conveyed by deed dated June 15, 1925, recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 110, folio 329, from Horace J. Fenton and wife to Marion A. Eason and Dorothy S. Eason, his wife, as tenants by the entireties, and which upon the death of the said Dorothy S. Eason became vested in the said Marion A. Eason, as surviving tenant.

Saving and excepting therefrom, all that lot of ground situate on the northeast side of Cheston avenue, Annapolis, Maryland, being a portion of Lots Nos. 4, 5 and 6, and all of Lot 8, Block "A," as shown on Melvin's Plan of Murray Hill, as mentioned above and being more particularly described in a deed from Marion A. Eason, widower, et al, to Helen C. Gott, dated February 19, 1936, and recorded among the Land Records aforesaid in Liber F. A. M. No. 148, folio 253.

Terms of Sale: A deposit of \$500 will be required of the purchaser on day of sale. Balance to be paid upon ratification of sale by the Court, and all deferred payments to bear interest at the rate of six per cent per annum. All taxes, public charges to be adjusted to day of sale,

George E. Rullman, Assignee
Lee Building, Annapolis, Md.

I hereby certify, that I, as Auctioneer, did offer at Public Sale at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, October 31, 1939, the within described property, and then and there sold the same to the County Corporation of Maryland, at and for the sum of

Fifty-five Hundred Dollars (\$5500.00), it being then and there the highest bidder therefore.

Witness:

Geo. W. Scible

Granville Lee Meredith

Auctioneer.

I, Dennis J. Thompson, as Agent for County Corporation of Maryland, did purchase at Public Sale at the Court House Door, Annapolis, Maryland, on Tuesday, October 31, 1939, the within described property, at and for the sum of \$5500.00, and agree, on behalf of the County Corporation of Maryland, to comply with the terms of sale as set forth herein.

Witness:

Dennis J. Thompson

Granville Lee Meredith

Agent for County Corporation, of Md.

Ordered, this 1st., day of November, 1939, That the sale of the property 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 2nd. 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 2nd. day of December next.

The report states that the amount of sales to be \$5500.00.

John H. Hopkins, 3rd. Clerk.

Certificate of Publication

Annapolis, Md., December 2, 1939.

We hereby certify, that the annexed Order Nisi --Sale --Eason #7903 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 2nd day of December, 1939. The first insertion being made the 2nd day of November, 1939.

The Capital-Gazette Press, Inc.

By H. L. Strange.

Ordered By The Court, This 5th day of December, 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, Judge

Auditor's Report and Account --Filed Dec. 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 Marion A. Eason, Widower in ac. with George E. Rullman, Assignee.

To Assignee for Commissions	\$	\$331.75
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee		10.00
Clerk of Court - Court costs		13.60
Auditor		<u>9.00</u> 32.60

To Assignee for Expenses, viz:

Capital-Gazette Press - advertising sale	\$33.00	\$
Capital-Gazette Press - handbills	5.50	
Capital-Gazette Press - report of sale	5.00	
Capital-Gazette Press - auditor's acct.	5.00	
Clerk of Court - recording assignment	.75	
C. F. Lee & Co., Agent - bond premium	22.00	
George W. Scible - Auctioneer	21.00	
Granville L. Meredith - notary fees	1.00	
One-half Federal revenue stamps	2.75	
One-half State revenue stamps	<u>2.75</u>	98.75

To Assignee for Taxes, viz:

1933 State and County taxes	152.36	
1934 State and County taxes	138.32	
1939 State and County taxes (\$120.51-adj)	<u>100.43</u>	391.11
1937 City of Annapolis taxes	102.17	
1938 " " " "	102.79	
1939 " " " (\$93.74-adj.)	<u>31.25</u>	236.21

To Assignee for Benefit Charges, viz:

Annapolis Water Co. - water rent 10/31/39		2.19
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To Annapolis Savings Institution, mort-

gagee, in full for mortgage claim filed		3,603.72
---	--	----------

To County Corporation of Maryland, second

mortgagee, this balance on account of		
mortgage claim filed		<u>832.84</u>
		<u>\$5,529.17</u>

Amount of second mortgage claim	\$4,050.81
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Cr. Amount allowed as above	<u>832.84</u>
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Balance subject to decree in personam	\$3,217.97
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Cr. Oct. 31 1939. Proceeds of sale	\$5,500.00
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Interest on deferred payment	
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(\$5,000.00) to 12/5/39	<u>29.17</u>
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	<u>\$5,529.17</u>
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ORDER NISI

Ordered, This 19th., day of December, 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 January 1940 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 January 1940 next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., January 19, 1940

We hereby certify that the annexed Order Nisi - Aud. acct. - Eason #7903 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 20th day of January, 1940. The first insertion being made the 20th. day of December, 1939.

The Capital-Gazette Press, Inc.

By H. L. Strange

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 23 day of January, 1940, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee, apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,
Judge.

J. Dudley Digges, Assignee,

vs.

Hugh E. Pembroke

:

:

:

:

No. 7760 Equity

In the Circuit Court for

Anne Arundel County.

Titling --Filed February 11" 1939.

Mr. Clerk:

Please docket the above styled suit and file original mortgage from Hugh E. Pembroke to the Owings Bank of the Eastern Shore Trust Company dated November 18, 1929, recorded among the Land Records of Anne Arundel County in Liber FSR 56, folio 267.

J. Dudley Digges

Eq
Mortgage - Filed February 11th. 1939

This Mortgage, Made this 18th. day of November in the year nineteen hundred and twenty-nine by and between Hugh E. Pembroke, bachelor, of Anne Arundel County, of the State of Maryland, of the first part and (The Owings Bank of) The Eastern Shore Trust Company, a body corporate, of the State of Maryland, in Calvert County, of the second part, Witnesseth:

Whereas the said Hugh E. Pembroke has this day received by way of loan an advance of Twelve hundred dollars from the said (The Owings Bank of) The Eastern Shore Trust Company for the proper payment whereof one year after date the said Hugh E. Pembroke has passed to the said (The Owings Bank of) The Eastern Shore Trust Company his promissory note of even date herewith and for the payment of the sum of Twelve hundred dollars, as also his two other promissory notes of even date herewith each for the payment of the sum of Thirty-six dollars and being for the semi-annual interest on said principal sum reserved.

And Whereas the execution of these presents to secure the payment of the aforesaid promissory notes was a condition precedent to said loan.

Now this Mortgage Witnesseth, that in consideration of the premises and the sum of One

Dollar, the said Mortgagor Hugh E. Pembroke does grant and convey unto the said Mortgagee (The Owings Bank of) The Eastern Shore Trust Company its successors and assigns, in fee simple, all that lot or parcel of ground situate and lying in the First Election District of Anne Arundel County, aforesaid, and designated as Lot Number Four (4) in Block "F" in the Sub-division known as Fair Haven Cliffs as designated on the plat thereof filed in the Plat Records of Anne Arundel County in Plat Book W. M. B. No. 1 folio 27, said lot fronting on Arundel Avenue and bounding in depth on the Road to Chesapeake Beach. Being the same property which was conveyed to the said Hugh E. Pembroke by Mary G. Pembroke by deed dated on twenty-second day of October in the year Nineteen hundred and twenty-seven and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 22 folio 228.

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 Mortgagee (The Owings Bank of) The Eastern Shore Trust Company its successors and assigns, forever, in fee simple.

Provided, that if the said Mortgagor Hugh E. Pembroke his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Twelve hundred Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the Mortgagor Hugh E. Pembroke 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 party of the first part for himself and for his heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee (The Owings Bank of) The Eastern Shore Trust Company its successors or assigns, or Nicholas H. Green its or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee its successors and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor his personal representatives or as-

signs, or to whoever may be entitled to the same.

And the said Mortgagor for himself and for 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 sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commissions the said Mortgagor for himself and for his heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee its successors or assigns, or Nicholas H. Green its 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.

And the said Mortgagor Hugh E. Pembroke for himself and for his personal representatives and assigns, does further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve hundred Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said 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 hand and seal of the said Mortgagor.

Test:

Hugh E. Pembroke (Seal)

O. F. Bowen

State of Maryland, Calvert County, To Wit:

I Hereby Certify, that on this 18th. day of November in the year nineteen hundred and twenty-nine before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Hugh E. Pembroke the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be his act. At the same time also appeared M. Luther Hutchins the Vice President of (The Owings Bank of) The Eastern Shore Trust Company 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, that he is also the Agent of said (The Owings Bank of) The Eastern Shore Trust Company and authorized to make this affidavit.

Witness my hand and seal Notarial,

(Notarial Seal)

O. F. Bowen

Notary Public.

ASSIGNMENT

For value received, The County Trust Company of Maryland, successor to the Eastern Shore Trust Company, hereby assigns the within mortgage to Agnes C. Sasscer, without recourse, balance due on said mortgage debt being \$275.23 plus interest thereon from May 18, 1938.

Witness the hand of its Vice-President, attested by its Assistant Secretary under its corporate seal this 9th day of January, 1939.

Attest:

O. F. Bowen

Assistant Secretary.

(Corporate Seal)

The County Trust Company of Maryland

By J. Jnoson Ringer

Vice-President.

Received for Record 10 day of Jany. 1939, at 12 o'clock M. and the same day recorded in Liber F. S. R. No. 56, Fol 269 Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

I hereby assign the within mortgage to J. Dudley Digges for the purpose of foreclosure.

Witness my hand and seal this 9th day of February, 1939.

Gladys R. Duvall

Witness

Agnes C. Sasscer (Seal)

Received for Record 11 day of Feby. 1939, at 10-30 o'clock A. M. and the same day recorded in Liber F. S. R., No. 56, Fol 269, Land Records of Anne Arundel County.

John H. Hopkins, 3rd.,
Clerk.

Bond -- Filed and Approved this 7th March, 1939.

Know All Men By These Presents, That we, J. Dudley Digges, Ida E. Wyvill and Samuel A. Wyvill of Prince George's County 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 State of Maryland, aforesaid, or its certain attorney to the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, personal representatives and assigns, jointly and several firmly by these presents sealed with our seals and dated this 2nd day of March 1939.

Whereas, The said J. Dudley Digges is about to exercise the power of sale contained in a certain mortgage from Hugh E. Pembroke to the Owings Bank of the Eastern Shore Trust Company dated November 19, 1929, and recorded among the Land Records of Anne Arundel County in Liber FSR 56 at folio 267, default having occurred under the terms of said mortgage.

The Condition of the above obligation is such that if the said J. Dudley Digges, Assignee, shall well and faithfully perform the trust reposed in him by said mortgage and shall abide by and fulfill any order or decree which shall be made by any Court of proper jurisdiction in relation to the said mortgaged premises, then this obligation shall be void, else to be and remain in full force and virtue of law.

Gladys R. Duvall

(Corporate Seal)

J. Dudley Digges (Seal)

Ida E. Wyvill (Seal)

Samuel A. Wyvill (Seal)

If the above bond were offered in this Court I would approve same.

Brice Bowie, Clerk of the Circuit Court
for Prince George's Co.

Statement of Debt --Filed Nov. 18" 1939.

Amount of mortgage

\$285.86

With interest from January 4, 1939

J. Dudley Digges, Assignee.

Subscribed and sworn to before me this 17th day of November, 1939.

(Notarial Seal)

Ida E. Wyvill

Notary Public.

Report of Sale and Order Nisi -- Filed March 16" 1939.

To the Honorable Judges of said Court:

The report of J. Dudley Digges, Assignee, in a certain mortgage from Hugh E. Pembroke to the Owings Bank of the Eastern Shore Trust Company, a body corporate, dated November 18, 1929, and recorded among the Land Records of Anne Arundel County in Liber FSR 56, folio 267, default having occurred under the terms of said mortgage.

That after giving bond with security for the faithful performance of the trust and after having complied with all other pre-requisites as required by law, default having occurred under the terms of said mortgage, and after giving notice of the time, place, manner and terms of said sale by advertisement in the Maryland-Gazette, a newspaper published in Anne Arundel County, at least three successive weeks before the day of sale, he did, pursuant to said notice attend at the Court house Door in the City of Annapolis on Monday, March 13th, 1939 at 2:00 P. M. and then and there proceed to sell the said property in the manner following, that is to say:

Said assignee did offer at public auction to the highest bidder the property mentioned in said mortgage as being Lot Four (4), Block F of the subdivision known as Fair Haven Cliffs, as designated on a plat thereof filed in the Plat Records of Anne Arundel County in Plat Book WMB 1 at folio 27, and sold the same to George P. Blake at and for the sum of Eighteen Hundred (\$1,800.00) Dollars, he being the highest bidder thereof.

J. Dudley Digges
Assignee.

State of Maryland Prince George's County SS:

I hereby certify that on this 15 day of March, 1939, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared J. Dudley Digges, Assignee, and made oath in due form of law that the matters set forth in the foregoing report of sale are true, that he personally attended the said sale, and that said sale was fairly made.

Witness my hand and notarial seal.

(Notarial Seal)

Ida E. Wyvill
Notary Public.

ORDER NISI

Ordered by the Circuit Court for Anne Arundel County, Maryland, this 16th day of March, 1939, that the sale made and reported by J. Dudley Digges, Assignee, be ratified and confirmed unless cause to the contrary be shown on or before the 17th day of April, 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 17th day of April, 1939.

The report of sale shows the amount of the sale to be \$1,800.00.

John H. Hopkins, 3rd., Clerk of
the Circuit Court for Anne Arundel County, Md.

Certificate of Publication Annapolis, Md., April 15, 1939

We hereby certify, that the annexed Order Nisi -Sale - No. 7730 Equity J. Dudley Digges, Assignee vs. Hugh E. Pembroke 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 April, 1939. The first insertion being made the 23rd day of March, 1939.

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

Ordered By The Court, This 26 day of July, 1939 that the sale made and reported by the Assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee 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 Dec. 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. J. Dudley Digges, Assignee vs. Hugh E. Pembroke in ac. with J. Dudley Diggs, Assignee

To Assignee for fee	\$50.00	\$
To Assignee for commissions	<u>87.00</u>	137.00

To Assignee for Court costs, viz:

Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	10.80	
Auditor	<u>9.00</u>	29.80

To Assignee for Expenses, viz:

Capital-Gazette Press - advertising sale	21.00	
Order Nisi on		
Capital-Gazette Press - Report of Sale	5.00	
Order Nisi on		
Capital-Gazette Press - Auditor's Acct.	5.00	
Clerk of Court - recording assignment	.75	
Wm. H. Moss & Co. - auctioneer	10.00	
Ida E. Wyvill - notary fees	1.00	
One-half Federal Revenue stamps	1.00	
One-half State revenue stamps	<u>.90</u>	44.65

To Assignee for Taxes, viz:

1939 State and County taxes (\$23.47-adj)		13.42
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To Agnes C. Sasscer, mortgagee - in full

for mortgage claim filed	285.86	
Interest from 1/4/39 to 7/26/39	<u>9.62</u>	395.48

To Hugh E. Pembroke, mortgagor - this balance

<u>1,179.65</u>
<u>\$1,800.00</u>

Cr. Mar. 13, 1939 Proceeds of sale

\$1,800.00

ORDER NISI

Ordered, This 27th., day of December, 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 27th., 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 27th., day of January next.

John H. Hopkins, 3rd.
Clerk.

Certificate of Publication

Annapolis, Md., Feb. 5, 1940

We hereby certify, that the annexed Order Nisi - No. 7760 Eq. J. Dudley Digges vs. Hugh E. Pembroke Auditor Acct. 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 January, 1940. The first insertion being made the 1st day of January, 1940

The Capital-Gazette Press, Inc.

By Alfaretta Friend

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 6th. day of Feby., 1940, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the 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	:	No 7076 Equity
Real Estate of Joseph S. Carroll, et al, Trustees	:	In the Circuit Court for
tees of the Mt. Moriah A. M. E. Church	:	Anne Arundel County

Original Mortgage and Note --Filed Nov. 8" 1935.

This Mortgage, Made this thirtieth day of September, in the year nineteen hundred and twenty-nine by and between Joseph S. Carroll Treasurer, Thomas Baldwin, John T. Wilson, Thomas H. Diggs, William E. Coates, James Parker, Harry E. Cole, Frank Simpson, William E. Brown, Secretary, and Rev. Charles H. Fountain, Pastor & Chairman, being the trustees of the Mount Moriah A.M.E. Church, a body corporate, Mortgagors of Anne Arundel County, in the State of Maryland, of the first part, and Wiley H. Bates, Mortgagee, of the second part.

Whereas, by a motion duly made seconded and passed by the Congregation of the Mount Moriah A.M.E. Church, a body corporate, the said Trustees were duly authorized to purchase a lot of ground with the improvements thereon from Wiley H. Bates, and to execute a mortgage and the notes for the balance of Nine Hundred (\$900) Dollars which remains due on said purchase price to Wiley H. Bates, as will more fully appear by reference to a copy of the minutes of the meeting of aforesaid Church, dated June 18, 1929, and recorded herewith and made a part hereof, and,

Whereas, by deed of even date herewith the said Wiley H. Bates has transferred unto the Trustees of said Mt. Moriah A.M.E. Church the property hereinafter described, and,

Whereas, there still remains due and owing the said Wiley H. Bates the sum of Nine Hundred (\$900) Dollars of the purchase price money and,

Whereas, said Wiley H. Bates desires to donate the sum of One Hundred (\$100) Dollars toward the purchase price of the aforesaid property, and has agreed that this mortgage should be given for the sum of Eight Hundred (\$800) Dollars only which said sum now represents the balance of the purchase money now due and owing, and as evidence of the said indebtedness said parties of the first part have passed unto the said party of the second part their joint and several note for the sum of Eight Hundred Dollars payable three years after date as well as their six other promissory notes each for the sum of Sixteen (\$16) Dollars, representing the semi-annual interest on the principal sum reserved at the rate of 4 per cent per annum and,

Whereas, it has been mutually agreed that the said Parties of the first part may pay the sum of Fifty (\$50) Dollars or any multiples thereof on any interest due date and receive a rebate in interest therefor and;

Whereas, the execution of these presents to secure the payment of the purchase price was a condition precedent to the execution of the aforesaid deed.

Now, Therefore, This Mortgage Witnesseth: that for and in consideration of the premises and the further sum of Five (\$5) Dollars the said Mortgagors do hereby grant and convey unto the said Mortgagee, his heirs or assigns, in fee simple, all that lot of ground situate in the rear of Mount Moriah Church, on Franklin Street, Annapolis, Maryland, which was granted and conveyed to Elizabeth Summers by James Revell, Trustee, by deed dated 13th. of January, 1898, and recorded in the Land Records of Anne Arundel County in Liber G. W. No. 28, folio 172, and and therein described as follows, viz:-

Beginning for the same at a stone planted on or about on the line of the lot once owned by Elizabeth Summers and running from thence in a southeasterly direction for the distance of thirty feet, or until it strikes the line of the lot now owned or once owned by Albert Henson, thence with the line of said last mentioned lot in a northeasterly direction for the distance of about thirty two feet, or until it strikes the line of the lot of ground formerly owned by William H. Bellis, thence with the last mentioned line in a westerly direction for the distance of about thirty two feet or until it strikes the line of the lot once owned by Elizabeth Summers, thence with said line in a southwesterly direction to the point of beginning, of which said property the said Elizabeth Summers died seized and possessed intestate, leaving no children, but leaving surviving her a husband, James Summers, and one sister, her sole heir at law, Mary Rudolph, who by their deed dated 21st. of August, 1909, recorded among the Land Records of Anne Arundel County in Liber G. W. No. 69, folio 1, etc. granted and conveyed said property unto the said George Carter and Annie Elizabeth Carter, his wife,

Also being the same property which was conveyed by said George Carter and wife to Wiley H. Bates by deed dated May 11, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 71, folio 306.

It being the same property conveyed by Wiley H. Bates to the Trustees of the Mount Moriah A.M.E. Church by deed of even date herewith and intended to be recorded among the Land Records of the aforesaid County just prior to the recording of these presents.

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use

and benefit of said Mortgagee, Wiley H. Bates, his heirs and assigns, forever, in fee simple.

Provided, that if the said Mortgagors, their successors or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Eight Hundred Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the Mortgagors, their successors or assigns shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors for themselves, their successors or assigns, do here by 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 due and demandable, and it shall be lawful for the said Mortgagee his or their personal representatives or assigns, or George B. Woelfel, 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 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 successors or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves, their successors or assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure 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 their successors or assigns, do hereby covenant to pay, and the said Mortgagee, his personal representatives or assigns, or George B. Woelfel, 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.

And the said Mortgagors for themselves, their successors or assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, his heirs, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Hundred (\$800) Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, his heirs personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his heirs personal representatives and assigns.

Witness the hands and seals of the said Mortgagors

William E. Coates (Seal)

Chas H. Diggs (Seal)

Harry E. Cole (Seal)

William E. Brown (Seal)

Secretary

Joseph S. Carroll (Seal)

Purchaser

his

Thomas X Baldwin (Seal)

mark

Frank Simpson (Seal)

John T. Wilson (Seal)

Rev. Charles H. Fountain (Seal)

Pastor

Test: George B. Woelfel

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this 30th day of September in the year nineteen hundred and twenty-nine before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Joseph S. Carroll, Treasurer, Thomas Baldwin, John T. Wilson, Thomas H. Diggs, William E. Coates, James Parker, Harry E. Cole, Frank Simpson, William E. Brown, Secretary, Reverend Charles H. Fountain, Pastor & Chairman, being the Trustees of the Mt. Moriah A. M.E. Church, a body corporate, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Wiley H. Bates, 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.

(Notarial Seal)

Frances Dyker

Notary Public

\$800.00

September 30, 1929

Three years after date we promise to pay to the order of Wiley H. Bates Eight Hundred and no/100 Dollars Payable at the office of George B. Woelfel

his
Thomas X Baldwin
mark

Value Received,

Trustees Mt. Moriah A.M.E. Church

Frank Simpson

Joseph S Carroll Treas.

James Parker

William E. Coates

John T. Wilson

Thomas H. Diggs

Rev. Charles H. Fountain

Harry E. Cole

Pastor.

Wm. E. Brown, Secretary

Secured by Mortgage of Even Date.

\$16.00

September 30, 1929

Three years after date we promise to pay to the order of Wiley H. Bates Sixteen and

no/100 Dollars payable at the office of George B. Woelfel

Value received,

his
Thomas X Baldwin
mark
Frank Simpson
James Parker
John T. Wilson
Rev. Charles H. Fountain,
Pastor

Joseph H. Carroll
William E. Coates
Thomas H. Diggs
Harry E. Cole
Wm. E. Brown, Secretary
"Trustee Mt. Moriah A.M.E. Church"

Secured by Mortgage of Even Date

December 20th, 1934.

For value received, I hereby assign the within mortgage and the debt secured thereby unto George B. Woelfel.

Witness my hand and seal.

Witness:

Wiley H. Bates (Seal)

Mary M. Hoff

Received for Record 27 day of Dec. 1934, at 2 o'clock P. M. and same day recorded in Liber F. S. R., No. 62, Fol 79, Land Records of Anne Arundel County.

Frank A. Munroe, Clerk.

The following is a part of the minutes of a special meeting of the members of the Mount Moriah A.M.E. Church, called after due notice by the Pastor, on June 18, 1929, for the purpose of authorizing the purchase of property.

The Pastor stated that Brother Bates had met the board of Trustees on June 17, and had outlined to them the terms under which he would sell to the Mount Moriah Church the house and lot owned by him adjoining the Church property in the rear.

The Clerk, directed by the Pastor, read the terms as outlined by Brother Bates, which were as follows: "To sell to Mount Moriah A.M.E. Church the house and lot adjoining the present church property at the rear, for the sum of One Thousand (\$1,000) Dollars.

Terms of Sale to be as follows:

One hundred (\$100) Dollars cash on day of sale. The balance of Nine Hundred (\$900) Dollars to be paid within three years, said balance to be secured by a mortgage note to Brother Bates for Nine Hundred (\$900) Dollars, bearing interest at four per cent per annum. Interest on balance to be reduced as each fifty (\$50) Dollars on principal is paid. All interest to cease when principal of Nine Hundred (\$900) Dollars is paid, if in less than three years."

It was moved by Brother William E. Brown, seconded by Brother John T. Wilson, and unanimously carried that the Trustee Board be authorized to purchase the above-mentioned property on the terms outlined by Brother Bates, as read by the Clerk.

Rev. Charles H. Fountain

Pastor & Chairman

William E. Brown, Clerk.

Attested True Copy

William E. Brown, Church Clerk and Secretary of Trustee Board.

Bond -- Filed and Approved Nov. 8th., 1935.

Know All Men By These Presents, That we, George B. Woelfel as Principal, and Columbia

Casualty 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 Six Hundred 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 sixth day of November nineteen hundred and thirty-five.

Whereas, by virtue of a power of sale contained in a mortgage from The Trustees of the Mt. Moriah A.M.E. Church to Wiley H. Bates bearing date on or about the thirtieth day of September, nineteen hundred and twenty-nine the said George B. Woelfel as attorney named in the 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 been made in the payment of the interest and principal aforesaid, and the said George B. Woelfel as attorney named in the 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 George B. Woelfel, as attorney named in the 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.

Witness:

Naumana Smith

(Corporate Seal)

George B. Woelfel (Seal)

Columbia Casualty Company

By: Benjamin Michaelson

Attorney-in-Fact.

Statement of Mortgage Claim -- Filed Nov. 26, 1935

Statement of the mortgage claim of George B. Woelfel under the mortgage to Wiley H. Bates from Joseph Carroll, et al, dated the 30th day of September, in the year 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 62, folio 73, and by assignment dated the 20th day of December 1934, and duly recorded among the Land Records aforesaid in Liber F. S. R. No. 62, folio 79.

Amount of principal due on promissory note dated the 30th September, 1929, and payable three years after date, being the principal note described in and secured by said mortgage now due by reason of default thereon	\$600.00
Interest thereon from September 20th 1934 to December 3rd, 1935	<u>28.20</u>
Total	\$628.20

State of Maryland, Anne Arundel County, to wit:

I hereby certify that upon this 25th day of November, in the year 1935, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel who made oath in due form of law that the foregoing is a true statement of the amount remaining due on the mortgage claim described above, and that he has received no security or satisfaction thereof other than the promissory note referred to in aforesaid statement and in said mortgage mentioned.

Witness my hand and seal Notarial.

(Notarial Seal)

Mary M. Hoff

Notary Public.

Report of sale -- Filed Dec. 3rd. 1935.

To The Honorables , the Judges of said Court:

The report of George B. Woelfel, Attorney named in the mortgage, to wit: from Joseph S. Carroll, Treasurer, et al, etc., to Wiley H. Bates, dated the 30th day of September, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 62, folio 73, respectfully shows:

That after having given bond with security for the faithful performance of the trust reposed in him, and after having complied with all other pre-requisites, as required by law and in the said mortgage prescribed, and after having given notice of the time, place, manner and terms of sale by advertisements inserted in the Evening Capital, a daily newspaper, printed and published in Annapolis, Anne Arundel County, Maryland, for at least three consecutive weeks before the day of sale, and after the posting of hand bills, he did, pursuant to said notice, attend at the Court House door, in the City of Annapolis, Maryland, on the 3rd day of December, 1935, at 10:15 o'clock A. M., and then and there proceeded to sell said property in manner following.

The Attorney named in the mortgage offered at public sale to the highest bidder the property mentioned in said mortgage all that lot of ground situate in the rear of the Mt. Moriah Church, on Franklin Street, Annapolis, Maryland, which was granted and conveyed by Wiley H. Bates to the Trustees of the Mt. Moriah A.M.E. Church by deed dated the 30th day of September, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. ___ folio ___ and therein described as follows, viz:

Beginning for the same at a stone planted on or about on the line of the lot once owned by Elizabeth Summers and running from thence in a southeasterly direction for the distance of thirty feet, or until it strikes the line of the lot now owned by Albert Henson, thence with the line of said last mentioned lot in a northeasterly direction for the distance of about thirty-two feet, or until it strikes the line of the lot of ground formerly owned by William H. Bellis, thence with the last mentioned line in a westerly direction for the distance of about thirty two feet or until it strikes the line of the lot owned by Elizabeth Summers, thence with said line in a southwesterly direction to the point of beginning, of which said property the said Elizabeth Summers died seized and possessed intestate, leaving no children, but leaving surviving her a husband, James Summers, and one sister, her sole heir at law, Mary Rudolph, who by their deed dated 21st. of August, 1909, recorded among the Land Records of Anne Arundel County in Liber G. W. No. 69, folio 1, etc. granted and conveyed said property unto the said George Carter and Annie Elizabeth Carter, his wife. Also being the same property which was conveyed by said George Carter and wife to Wiley H. Bates by deed dated May 11, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 71, folio 306.

And the Attorney named in the mortgage sold the above described property to Margaret Parker at and for the sum of Two hundred fifty Dollars, she being at that figure the highest bidder therefor, the terms of said sale being cash.

George B. Woelfel

Attorney named in mortgage.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that upon this 3rd day of December, in the year 1935, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Attorney named in the mortgage and named in the above report of sale, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

(Notarial Seal)

Mary M. Hoff
Notary Public.

Auctioneer's Certificate and Purchaser's Agreement Filed Dec. 3rd. 1935.

December 3rd. 1935.

I hereby certify that I have this day sold the property located in the rear of the Mt. Moriah Church on Franklin St., Annapolis, Maryland, to Margaret Parker at and for the sum of Two hundred fifty (\$250.00) Dollars, she being at that figure the highest bidder therefor.

Witness: Witness my hand and seal.

Witness:

Mary M. Hoff

William B. Elliott (Seal)

Auctioneer

December 3rd, 1935.

I hereby certify that upon this 3rd day of December, 1935, I have purchased from George B. Woelfel, Attorney named in the mortgage, the property located in the rear of the Mt. Moriah Church on Franklin Street, Annapolis, Maryland, at and for the sum of Two hundred fifty (250.00) Dollars and I do hereby agree to comply with the terms of said sale.

Witness my hand and seal.

Mary M. Hoff

Witness

Margret Parker

Per William Taylor (Seal)

Purchaser

ORDER NISI

Ordered, this 3rd. day of December, 1935, That the sale of the property mentioned in these proceedings made and reported by George B. Woelfel, Attorney named in Mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 4th day of January 1936 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 January 1936 next.

The report states that the amount of sales to be \$250.00

Frank A. Munroe, Clerk.

Certificate of Publication Annapolis, Md., December 28, 1935.

We hereby certify, that the annexed Order Nisi - Sale - Equity 7076 - Carroll 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 4th day of January, 1936. The first insertion being made the 4th day of December, 1935.

The Capital-Gazette Press, Inc.

By A. Moss.

Ordered By The Court, This 8" day of January, 1936 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.

Linwood L. Clark, Judge.

Auditor's Report and Account --Filed January 17th 1936.

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 Joseph S. Carroll, et al, Trustees of Mount Moriah A.M.E. Church, a body corporate in ac. with George B. Woelfel, Attorney.

To Attorney for his Commissions	\$17.50	\$
" Attorney for fee named in Mortgage	<u>25.00</u>	42.50
To Attorney for Court Costs, viz:		
" Plaintiff's Solicitor's Appearance fee	10.00	
" Clerk of Court	15.65	
" Auditor	<u>4.50</u>	30.15
To Attorney for Expenses, viz:		
" Capital-Gazette Press, advertising sale	16.00	
" Capital-Gazette Press, Order Nisi on Sale	5.00	
" Capital-Gazette Press, Order Nisi on Aud./ Acct.	5.00	
" Auctioneer, William B. Elliott	5.00	
" Benjamin Michaelson, Premium on bond	10.00	
" George B. Woelfel, Notary fees	<u>1.00</u>	42.00
To Attorney for Taxes, viz:		
" 1935 County and State, adjusted		14.32
To Wiley H. Bates, Mortgagee, on account Mortgage Debt and Interest		<u>121.03</u>
		<u>\$250.00</u>

Amount due Wiley H. Bates per statement of Mortgage debt plus interest to Jan. 8, 1936	\$631.27
Amount allowed on account Mortgage Debt	<u>121.03</u>
This balance subject to decree in personam	\$510.24

Cr. December 3 1935 Proceeds of Sale	<u>\$250.00</u>
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ORDER NISI

Ordered, This 17th day of January, 1936, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the con-

The case has been held by the Court for sometime waiting for action to be taken as to these lots, and finally the Assignee foreclosing the mortgage makes a proposition to the Court, that the Court should dismiss the Exceptions as to all of the property, including the lots excepted by agreement of parties from the sale, this the Court is unable to do. This was a voluntary agreement and these lots were withdrawn from the sale, and are consequently not subject to the sale, leaving the parties in interest to take such action as they may deem proper.

After consideration of the whole matter the Court has determined to dismiss the exceptions heretofore filed, except as to these lots Nos. 45-46-47-48-51-52-53 and 54 in Block E, heretofore mentioned in the Agreement filed, which is accordingly done this 19th day of March, 1932.

Mch. 19th., 32

Robert Moss A. J.

Petition and Order --Filed 9" May, 1932.

The petition of Jacob L. Cardin, assignee, by Ginsberg & Ginsberg, his attorneys respectfully shows unto this Honorable Court

1. That the report of sale in the above entitled foreclosure case was filed in this Court on August 6th, 1929, and the final order of ratification was passed on December 18, 1929.

2. On September 5, 1929, exceptions were filed to the ratification of the sale. That on December 18, 1929, an agreement was filed in this case saying-----"It is agreed by and between counsel for the Mortgagee, Assignee, Purchaser and Exceptants, in the above entitled cause that the sale of the fee simple property made under foreclosure of mortgage which sale was made on the 5th day of August, 1929, and reported to this Honorable Court by said assignee, be ratified as reported, with the exception of the following lots of ground to wit: Lots 45, 46, 47, 48, 51, 52, 53, and 54 in Block E, which lots are to be excluded from said sale.

Exceptions filed to said sale are hereby withdrawn, and the sale is to be ratified, as reported, with the exception of the above mentioned lots which are to be excluded from said sale.

Jacob L. Cardin, Attorney for Mortgagee
 Jacob L. Cardin, Attorney for Assignee
 Samuel A. Smalkin, Attorney for Purchaser
 Charles W. Mulligan, Attorney for Exceptant

3. That on March 19, 1932, this Honorable Court after a consideration of all exceptions filed in this case and also the above agreement, and also all testimony taken upon the exceptions filed in this case, filed its written opinion, dismissing all exceptions except as to Lots No. 45, 46, 47, 48, 51, 52, 53, and 54 in block E. heretofore mentioned in the agreement filed in this case, but leaving the parties in interest to take such action as to these lots 45, 46, 47, 48, 51, 52, 53, and 54 in Block E., as they saw fit.

4. That your petitioner is desirous of foreclosing upon these remaining lots 45 etc., as nothing has been done by the parties owning the equity of redemption in the above excepted lots, 45, etc., to satisfy the mortgage on said lots which is now long in default.

5. That your petitioner is desirous of foreclosing under the power of sale contained in the mortgage filed in this case, and which is expressly referred to in this petition, and to save unnecessary costs is desirous of proceeding as to these remaining and excepted lots in this case, using the mort-

gage already filed in this case as one of the exhibits and praying that said mortgage, already filed in this case be declared by this court the basis of further proceedings in this case to foreclose upon the remaining lots excepted as above stated by the court's opinion, said lots being lots 45, 46, 47, 48, 51, 52, 53, and 54 in Block E.

To the End therefore:

(a) That an order by passed by this Honorable Court permitting petitioner to proceed further in this case for the foreclosure of the mortgage upon the remaining eight lots, above mentioned, and allowing the mortgage already filed in this cause to be taken as the basis of further proceeding in this case.

Ginsberg and Ginsberg
Attorneys For Petitioner.

Order of Court

Upon the above petition, it is ordered this 9th day of May, 1932, by the Circuit Court of Anne Arundel County, that Jacob L. Cardin, be permitted to take such further proceedings in this case as shall be necessary for the forclosure of the mortgage now existing on the remaining eight lots above named, that is lots 45, 46, 47, 48, 51, 52, 53 and 54 in Block E., and it is further ordered that the mortgage already filed in this case be taken as the basis of further proceedings in this case unless the exceptants in this cause, Cora E. Sudler, Elizabeth Archer, the Pensibar Realty Corporation, Frank S. Cuneo, William Penrose, agent for Elizabeth Archer or their attorney, Charles W. Mulligan show cause on or before the 9th day of June 1932, why the relief prayed herein be not granted provided a copy of this order be served on the exceptants or their attorney above named Charles W. Mulligan on or before the 24th day of May, 1932.

Robert Moss A. J.

Ordered by the Circuit Court for Anne Arundel County in Equity that the time for the service of the above order be extended till 15th day of July 1932, and that the time to show cause be extended till the First day of August 1932

Robert Moss, A. J.

Copy of within order of court served on Charles W. Mulligan, atty. July 7- 1932

R. Glenn Prout, Sheriff.

Final Order of Court

It appearing that the defendants in the above petition have been served with a copy of the order in the above petition and have not shown any cause why the relief asked for in the above petition should not be granted, it is this 5th day of August, 1932 ordered by the Circuit Court of Anne Arundel County in equity that the above order in this petition be made final and that Jacob L. Cardin, attorney is hereby permitted to take such further proceedings in this case as shall be necessary for the foreclosure of the mortgage now existing on the remaining eight lots referred to in the petition that is, lots 45, 46, 47, 48, 51, 52, 53, and 54 in Block E. and it is further ordered that the mortgage already filed in this case be taken as the basis of further proceedings in this case

Robert Moss, A. J.

Statement of Mortgage Claim --Filed Sept. 20th, 1932

Balance due

\$513.69

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, That on this 19th day of September in the year nineteen hundred and thirty-two, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Jacob L. Cardin, Assignee, 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.

(Notarial Seal)

Morris Cardin

Notary Public.

Bond --Filed & Approved this 20th day of Sept. 1932.

Know all Men by these Presents, That we, Jacob L. Cardin, Assignee, as Principal, and American Surety Company of New York, 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 Five Hundred 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 20th day os September nineteen hundred and 32.

Whereas, by virtue of a power of sale contained in a mortgage from Sarah Craig Siegel and Joseph Siegel, her husband to Bruner R. Anderson bearing date on or about the 23rd day of April nineteen hundred and 24 the said Jacob L. Cardin, Assignee, 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 been made in the payment of the interest and principal aforesaid, and the said Jacob L. Cardin, Assignee, 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 Jacob L. Cardin, Assignee, 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.

Witness:

Wm. A. Nayden

{ Corporate }
{ Seal }

Jacob L. Cardin (Seal)
American Surety Company of New York
By: Benjamin Michaelson
Atty.-in-fact.

Report of Sale. --Filed Sept. 20th.,1932.

To The Honorable, The Judge of Said Court:-

The Report of sale of Jacob L. Cardin, Assignee, under and by virtue of the power contained in a mortgage from Sarah Craig Siegel and Joseph Siegel her husband, to Bruner G. Anderson, to make sale of property located at Harmony Point in the Third Election District of Anne Arundel County, in the mortgage 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 advertisements inserted in the Capital Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Assignee Jacob L. Cardin, did pursuant to said notice on Tuesday,

the 20th day of September 1932, at 11 A. M., attend at the Court House Door of the Circuit Court of Anne Arundel County and then and there sold to the Jerome Realty Corporation, Incorporated, the remaining eight lots Nos. 45, 46, 47, 48, 51, 52, 53, and 54 in Block E, at and for the price of Three hundred dollars (\$300.00), in fee simple, it being the highest bidder.

Respectfully submitted,

Jacob L. Cardin, Assignee

State of Maryland, City of Balto. To Wit:-

I Hereby certify, that on this day 20th of September 1932, before me, A Notary Public of the State of Md, in and for Baltimore City, personally appeared Jacob L. Cardin, Assignee, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true and bona fide as therein set forth, and the sale thereby reported was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal)

Isidore Ginsberg

Notary Public.

Order Nisi

Ordered, this 20th day of September, 1932, That the sale of the property mentioned in these proceedings made and reported by Jacob L. Cardin, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 22nd day of October 1932; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of October 1932.

The report states that the amount of sales to be \$300.00.

Frank S. Revell, Clerk.

Certificate of Publication

Annapolis, Md., Nov. 10, 1932.

We hereby certify, that the annexed Order Nisi--Sale--Siegel--#5600 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 22nd. day of October, 1932. The first insertion being made the 22nd. day of September, 1932.

The Capital-Gazette Press, Inc.

By H. L. Strange

Ordered By The Court, This 26th day of November, 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 Second Report and Account --Filed 18 April, 1933

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. Jacob L. Cardin, Assignee vs. Sarah Craig Siegel and husband in ac. with Jacob L. Cardin, Assignee.

To Assignee for his commissions	\$21.00	\$21.00	\$	\$
To Assignee for Court Costs, Viz:				
" Clerk of Court, additional costs	8.75			
" Auditor	<u>4.50</u>	13.25		
To Assignee for Expenses, viz:				
" Capital Gazette Press, advertising	9.75			
" Order Nisi on Report of said	5.00			
" Order Nisi on Auditor's Account	5.00			
" Premium on bond	10.00			
" Auctioneer	<u>10.00</u>	39.75		
To Jacob L. Cardin, Assignee, on account of balance of mortgage debt	226.00	<u>226.00</u>		
		<u>\$300.00</u>		
Amount of balance of mortgage debt	\$513.69			
Allowed on Account of said debt	<u>226.00</u>			
This balance subject to Decree in Personam	\$287.69			
Cr. Sept. 20, 1932 Proceeds of Sale			<u>\$300.00</u>	<u>\$300.00</u>

IN The Circuit Court for Anne Arundel County.

Ordered By The Court, this 13 day of February, 1940, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,
Judge.

Henry Kollman, et al : No. 7819 Equity
 vs. : In the Circuit Court for
 The First Lithuanian Building Association : Anne Arundel County
 of Baltimore City. :

Other proceedings recorded in Liber J. H. H. No. 47 folio 372 etc.

Certified Copy --Filed March 14th., 1940.

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 property, located in Anne Arundel County, State of Maryland, and known as lots Nos. 9 and 10 Wasena Avenue, near Church Street, the location known as Curtis Heights, being the same lots of ground known or designated as Nos. 9 and 10, recorded in Plat Book F. S. R. No. 1, folio 22; that your petitioner has made diligent efforts to sell the said property and has finally obtained an offer for the same from Raymond John Buskey in the amount of Twenty-Three Hundred and Fifty (\$2350.00) Dollars, with a cash deposit of One Hundred and Seventy -Five (\$175.00) Dollars, the balance to be paid as follows: an additional amount of \$225.00 before December 15th, 1939, and the balance thereafter to be paid in full on or before January 15th, 1940, with interest at 6% per annum on the balance due from this day to the day of settlement. The rents collected from the property, whatever amount to be collected hereafter, to be credited on account to the purchase amount due. All repairs to the property after this day, to be done at vendee's own expense. Taxes, water rent, assessments, insurance, etc., to be paid or allowed for by the Vendor to the 15th of June, 1939, time to be of the essence; subject to the ratification of the sale by this court. Ex

Second: That your petitioner has had this property appraised by Julius R. Forman, an experienced appraiser and assessor, and by J. Henry Strohmeyer, a licensed real estate broker, whose appraisal of said property is in the amount of Twenty-Two Hundred (\$2200.00) Dollars, and is attached hereto.

Third: That the improvements consist of a frame dwelling without modern improvements, the structure being in need of repairs; and that in the opinion of your petitioner, the above mentioned price of \$2350.00 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 Raymond John Buskey at and for the sum of \$2350.00, the sale to be made, however, under the Nineteenth Equity Rule.

And as in duty bound, etc.

Lawrence S. Kaufman (Signed)
 Counsel to Receiver

Wm. F. Broening, (Signed)
 Receiver of The First Lithuanian
 Building Association of Baltimore City

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this _____ day of June, 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.

Minnie M. Gary (Signed)

Notary Public.

ORDER

Upon the foregoing petition, affidavit, and certificate, it is, this 23rd day of June, 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 Raymond John Buskey, at and for the sum of \$2350.00, of which \$175.00 has been paid, and the balance to be paid as follows: An additional amount of \$225.00 before December 15th, 1939, and the balance thereafter to be paid in full on or before January 15, 1940, with interest at 6% per annum on the balance due from the day to the day of settlement. The rents collected from the property, whatever amount to be collected hereafter, to be credited on account to the purchase amount due. All repairs to the property after this day, to be done at Vendee's own expense. Taxes, water rent, assessments, insurance, etc., to be paid or allowed for by the Vendor to the 15th day of June, 1939, time to be of the essence; the fee simple property in Anne Arundel County, State of Maryland, referred to in the foregoing petition, being known or designated as Lots Nos. 9 and 10, recorded in Plat Book F. S. R. No. 1, folio 22; 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 Five (\$5.00) Dollars to Julius R. Forman, appraiser, and also an appraiser's fee of Five (\$5.00) Dollars to J. Henry Strohmeyer, a licensed real estate broker.

Rowland K. Adams (Signed)

Judge.

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 Petition & Order of Court passed the 23rd day of June-1939.

now on file in this office in the cause therein entitled Henry Kollman, et al vs The First Lithuanian Building Association of Baltimore City.

In Testimony Whereof, I hereto set my hand and affix the seal of said Circuit Court No. 2, this 19th day of February, A. D. 1940

(Court Seal)

Charles A. McNabb

Clerk.

Ordered, That the private sale of the property mentioned in these proceedings, made to Raymond John Buskey and reported by William F. Broening, Receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of February, 1940; 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 February, 1940.

The report states the amount of private sale to be \$2350.00.

Joseph N. Ulman

In the Circuit Court No. 2 of Baltimore City January Term, 1940

Ordered by the Circuit Court No. 2 of Baltimore City, this 12th day of February, 1940, That the private sale made and reported by the Receiver 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 Receiver allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Joseph N. Ulinan

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 of Nisi-Filed 10th day of January-1940- and Final Order of Ratification filed 12th day of February 1940 now on file in this office in the cause therein entitled Henry Kollman et al Vs The First Lithuanian Building Association of Baltimore City.

In Testimony Whereof, I hereto set my hand and affix the seal of said Circuit Court No. 2, this 19th day of February, A. D. 1940

(Court Seal)

Charles A. McNabb, Clerk...

For further proceedings in this case see J. H. H. No. 52 - Folios 152 to 155 inc.

In The Matter Of : No. 1313 Equity.
The Trust Estate Of : In the Circuit Court For
Richard Swann, Deceased.. : Anne Arundel County, In Equity.

For previous proceedings see F. A. M. No. 39, Folio 275.

Petition For Appointment of New Trustee in Place of John Wirt Randall, Deceased.
Filed 23rd October, 1912.

To The Honorable The Judges of Said Court:

The Petition of Elizabeth B. Swann, Margaret L. Bowditch and Ernest W. Bowditch, her husband, and Anne S. Hubbard and Charles W. Hubbard, her husband, respectfully shows:

1. That John Wirt Randall, late of this County, deceased, was heretofore appointed by this Court Trustee herein, entered upon the trusts herein referred to and continued as such trustee till his death, which took place on the 16th day of August, 1912.
2. That the said John Wirt Randall left a Last Will and Testament, duly admitted for probate by the Orphans' Court of this County, and named therein his wife, Hannah P. Randall as Executrix of the same, and that she has duly qualified as such, as will appear by an exemplification of the letters testamentary issued to her by said Court, which is herewith filed as part hereof, marked "Petitioners' Exhibit A."
3. That accordingly it is now necessary for a new trustee to be appointed herein.
4. That Thomas L. Swann, beneficiary for life of the Trust Estate herein is non compos mentis, and your petitioner, Elizabeth, is his wife and has been duly appointed his Guardian as already appears in these proceedings.
5. That your Petitioners, Margaret L. Bowditch and Anne S. Hubbard, and Elizabeth T. Swann and Caroline L. Swann are the children of said Thomas L. and your petitioner, Elizabeth, are entitled in remainder after the death of the said Thomas L., and that the said Elizabeth T.

Ex

Swann and Caroline L. Swann, are both non compos mentis and your petitioner, Elizabeth, has been duly appointed their Guardian.

Wherefore, May it please your Honours to pass an Order appointing a new trustee herein in the place of the late John Wirt Randall, deceased, and referring the proceedings herein to the Auditor of this Court to state an account of the principal and income of the Trust Estate herein in the hands of said deceased Trustee at the time, in order that the same, when so ascertained, may be duly conveyed, transferred and delivered to such new trustee.

And as in duty, etc., etc.

Elizabeth B. Swann
Margaret L. Bowditch
Ernest W. Bowditch
Anne S. Hubbard
Charles W. Hubbard

Jno. T. Donaldson,
For Petitioners.

Commonwealth of Massachusetts, }
Suffolk County, City of Boston, } To Wit:

I Hereby Certify, That on this tenth day of October, Nineteen hundred and twelve, before me, the subscriber, a Notary Public of said Commonwealth, duly commissioned and qualified, and residing in the City of Cambridge, personally appeared Margaret L. Bowditch one of the petitioners in the foregoing petition, and each made oath in due form of law that the matters and things therein stated are true to the best of their knowledge and belief.

As Witness my hand and Official Seal, the day and year last above written.

(Notarial Seal)

Archibald M. Howe

Notary Public.

Commonwealth of Massachusetts }
Suffolk County City of Boston } To Wit:

I hereby certify that on this fourteenth day of October Nineteen hundred and twelve before me the subscriber, a Notary Public of said Commonwealth duly Commissioned and qualified, and residing in the City of Cambridge personally appeared Elizabeth B. Swann and Anne S. Hubbard petitioners in the foregoing petition and each made oath in due form of law that the matter and things therein stated are true to the best of their knowledge and belief.

As Witness my hand and Official Seal this day and year last herein above written.

(Notarial Seal)

Archibald M. Howe,

Notary Public.

Ordered, this 23 day of October, Nineteen hundred and twelve, by the Circuit Court for Anne Arundel County, in Equity, upon the foregoing petition, the same having been read and with the other proceedings herein considered, that (upon the recommendation of Elizabeth B. Swann, Guardian of Thomas L. Swann, Elizabeth T. Swann and Caroline Swann; Margaret L. Bowditch and Anne H. Hubbard) the "Safe Deposit and Trust Company of Baltimore" be, and it hereby is, appointed Trustee herein in the place and stead of the late John Wirt Randall, deceased, former trustee herein.

And it is Further Ordered, That the said Safe Deposit and Trust Company of Baltimore before proceeding to act as such trustee shall give bond to the State of Maryland, conditioned

for the faithful performance of its trust herein, in the penalty of Eighty thousand dollars (\$80,000.) to be approved by the Clerk of this Court.

And it is Further Ordered, That the proceedings herein be, and they hereby are referred to the Auditor of this Court to state an account of the Principal and Income of the Trust Estate herein mentioned in the hands of said deceased Trustee at the time of his death and now in the hands of his Executrix herein mentioned.

Jas. R. Brashears

Trustee's Bond of Safe Deposit and Trust Company of Baltimore--Filed and Approved Oct. 28, 1912.

Know All Men By These Presents that the Safe Deposit And Trust Company of Baltimore, a corporation duly incorporated under the laws of Maryland, is held and firmly bound unto the State of Maryland in the full and just sum of Eighty thousand dollars (\$80,000) to be paid to the State of Maryland aforesaid; to the payment whereof, well and truly to be made, the said corporation hereby binds itself and its successor ^{or successors} / firmly by these presents.

Whereas the Circuit Court of Anne Arundel County, sitting in Equity, in a matter entitled "In the Matter of the Trust Estate of Richard Swann, deceased" (being No. 1313 Equity in said Court) by its order passed therein on the twenty-third day of October, Nineteen hundred and twelve, did appoint said corporation trustee of the property and estate in said proceedings mentioned in the stead of the late John Wirt Randall, deceased Trustee therein, and said Court did therein also order that, before proceeding to act as such Trustee, said corporation should give bond to the State of Maryland, in the penalty aforesaid, conditioned for the faithful performance of its Trust therein:

Now, The Condition of the above obligation is such that if the said Safe Deposit and Trust Company of Baltimore do and shall well and faithfully perform the trust reposed in it by said Order or that may be reposed in it by any future decree or order in the premises, then the above obligation shall be void; otherwise to remain of full force and virtue in law.

As Witness the Corporate Seal of the said Safe Deposit and Trust Company of Baltimore and the signature of its _____ President. October 25th 1912.

Test: H. H. M. See, Sec.

(Corporate Seal)

Michael Jenkins President

Report of Sale of Safe Deposit and Trust Company of Baltimore Trustee--Filed 21st. June, 1917

To The Honorable, The Judge of Said Court:-

The Report of Sale of the Safe Deposit and Trust Company of Baltimore, Trustee under the Will of Richard Swann, deceased, respectfully shows:-

That in the exercise of the power conferred by the Will of the Testator it has sold at private sale to Mary A. Harlan, at and for the sum of One Thousand Dollars (\$1,000.) of which Twenty-five Dollars (\$25.) has been paid on account, One Hundred and Seventy-five Dollars (\$175.) is to be paid on or before June 22nd, 1917 and the balance to remain on mortgage for five years with interest at 6% per annum payable semi-annually, and on account of the principal of which at least One Hundred and Fifty Dollars (\$150.) is to be paid each year, all those two lots or parcels of ground situated in the Second Election ^{District} / of Anne Arundel County, which were conveyed to it by Daniel R. Randall, Attorney by Deed dated December 2, 1916 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 129, fol. 227, said lots have together a frontage of 300 feet, more or less, on the Northeast side of West Annapolis Ave. with a depth therefrom of 726 feet, more or less, and containing five (5) acres of land, more or less, and being

a portion of the property formerly known as "The Garden Farms".

That said sale was made through the instrumentality of a Real Estate Broker who is to be paid a commission of 5% for his services in effecting the same.

That the Trustee believes that the price for which said property was sold is fair and adequate and that it would be to the benefit of those interested in the trust estate that such sale be ratified and confirmed.

Wherefore it prays your Honor to ratify and approve said sale.

And as in duty bound, &c.

Amount of Sale.

\$1,000.

Allen C. Stealy

Real Estate Officer

Safe Deposit and Trust Company of Baltimore,

Trustee,

By W. R. Hubner

Asst. Secretary.

The undersigned, Mary A. Harlan, doth hereby admit the Allegations in the foregoing Report of Sale and doth hereby agree to pay and secure the balance of purchase money as therein set forth.

Mary A. Harlan

State of Maryland, City of Baltimore, Sct:-

I Hereby Certify, That on this 20th day of June, 1917, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William R. Hubner, Assistant Secretary of the Safe Deposit and Trust Company of Baltimore, 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 stated and that said sale was fairly and bona fide made.

As Witness my hand and Notarial Seal.

(Notarial Seal)

Edgar H. Cromwell

Notary Public.

ORDER NISI

Ordered, this 21st day of June 1917, That the sale of the property mentioned in these proceedings and this day filed made and reported by Safe Deposit and Trust Company of Baltimore Trustee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 23 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 23 day of July next.

The report states the amount of sales to be \$1000.00

Geo. Wells, Clerk.

Certificate of Publication

Annapolis, Md., July 25th, 1917

I hereby certify that the annexed Order Nisi In the matter of the Estate of Richard Swann, deceased No. 1313 Equity was published in The Advertiser-Republican a newspaper published in the City of Annapolis, once a week for four successive weeks before the 23rd day of July, 1917. The first insertion being made the 28th day of June, 1917.

George T. Melvin

Publisher.

per

Philip Morgan

Ordered By The Court, This 27 day of July, 1917 that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having

been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Jas. R. Brashears.

In the Matter of the Adoption of	:	No 7508 Equity
the female child, named Virginia	:	In The Circuit Court for
Mary Jones	:	Anne Arundel County.

Petition --Filed Oct. 29th., 1937.

To the Honorable the Judges of said Court.

The petition of Marvin E. Cox and Lois B. Cox, his wife, respectfully states.

1st: That they are residents of Pocomoke in the County of Worcester on the Eastern Shore of Maryland, and have a comfortable home and means to raise, support and educate children, but having been denied the joy and pleasure of bearing children of their own and feeling that life is incomplete without them and believing it to be their duties to bestow their favors upon a child by giving it opportunities which otherwise it would not have, they made search and have found a female child that they desire to adopt and raise as their own.

2nd: That the child was obtained from the Nursery and Child's Hospital, Baltimore, Maryland, where it had been placed for the purpose of adoption, a certified copy of the records of said Hospital being herewith attached.

3rd: That said child was born March 16th 1930 and is the daughter of Blanche Jones of Annapolis, Maryland.

4th: That the child's name is Virginia Jones, but your petitioners, who are desirous of legally adopting said child, desire that her name be changed to Virginia Mary Cox.

To The End Therefore

(1) Your petitioners pray the Court to pass an Order decreeing said child to be the legally adopted child of Marvin E. Cox and Lois B. Cox, his wife.

(2) That the name of said child be decreed to be Virginia Mary Cox.

(3) And for such other and further relief as her case may require.

Eugene P. Childs

Solicitor for Petitioners.

The foregoing petition having been read and considered, and the Court being satisfied that the best interest and welfare of said child will be promoted, it is thereupon, this 29th day of October in the year Nineteen Hundred and thirty-seven, ordered and decreed that the infant child, named Virginia Jones, be and she is hereby decreed to be the adopted daughter of Marvin E. Cox and Lois B. Cox, his wife, and shall be entitled to the same rights of inheritance and distribution of the Estates of the petitioners and to the same rights of protection, education and maintenance as if born to said petitioners in lawful wedlock, and the natural parents of said child shall be freed from all legal obligations for its care, protection and support.

It is further adjudged, ordered and decreed that the name of said child be changed to the name of Virginia Mary Cox. The costs of this proceedings to be paid by the petitioners.

Linwood L. Clarke, Judge

This is to certify that Virginia Jones was committed to the Nursery and Child's Hospital of Baltimore, Maryland, by Public Authority on October 9th 1930, because she was a minor without proper care and guardianship, and that the mother of said child released all claims to the child for adoption, which release is of record in the Nursery and Child's Hospital.

That the said child was given over to the custody of Marvin E. Cox and Lois B. Cox, his wife, on the 8th day of December, 193_, and has remained in their custody since.

That the said Marvin E. Cox and Lois B. Cox, his wife, who have petitioned this Court for the adoption of said child, have proven to be responsible people and well able to care for and educate said child; their home environment is good and their standing in their community is above reproach.

That the Nursery and Child's Hospital are willing that the petition of Marvin E. Cox and Lois B. Cox for the adoption of the above named child be granted and does hereby give its consent to the passage by the Court of a decree of adoption.

Witness the hand of the Nursery and Child's Hospital of Baltimore, Maryland, by Margaret P. Swindell its President attested by Frances H. Mitchell, its Secretary.

Attest:

By Margaret P. Swindell, President.

Frances H. Mitchell

Secretary

Subscribed and sworn to before me this 23rd. day of October 1937.

(Notarial Seal)

Antoinette S. Gray

Notary Public.

Petition to Amend Decree --Filed Jany. 4" 1938

To the Honorable the Judges of said Court.

The petition of Marvin E. Cox and Lois B. Cox, his wife, respectfully states:

First: That this Court by its decree of adoption bearing date of October 29th 1937 decreed that the above named infant Mary Virginia Jones be the adopted child of the petitioners.

Second: That your petitioners neglected at the time to mention the fact that when they obtained the child she had not been christened, and it was, and is their desire to have the child christened under the name of Helen Bloxom Cox.

Your petitioners therefore pray the Court to amend the decree of adoption by inserting the name of Helen Bloxom Cox instead of Mary Virginia Cox.

Respectfully submitted,

Eugene P. Childs

Sol. for Petitioners

The foregoing petition having been read and considered it is thereupon this 5" day of January in the year 1939 by the Circuit Court for Anne Arundel County adjudged, ordered and decreed that the decree of adoption dated the 29th day of October 1937 be amended in so far as the name of the infant child is concerned to read as follows:

"It is further adjudged, ordered and decreed that the name of said child be changed to the name of Helen Bloxom Cox."

Linwood L. Clark, Judge.

In The Matter	:	No. 7481 Equity
of the Estate of	:	In The Circuit Court For
Helen J. Wilson, Lunatic.	:	Anne Arundel County.
	:	

Petition for Writ De Lunatico Inquirendo, and Order of Court thereon. Filed Sept. 17, 1937.

To The Honorable, The Judges of Said Court:-

The Petition of Maurice C. Wilson, of Annapolis, Maryland, respectfully shows:

First. That Helen J. Wilson, a citizen of Anne Arundel County, Maryland, formerly residing at Annapolis, Maryland, is now, and has been for a considerable period of time, of unsound mind, that she is incapable of governing herself or of the management of her estate, that at the present time, she is a patient at Springfield State Hospital, Sykesville, Maryland, and that there is no one legally authorized to manage the same for her use and support, and that it would be for her benefit to appoint a Committee for her person and Estate. Your Petitioner files herewith and prays that the same be taken as a part hereof, affidavits of Dr. Maud M. Rees and Dr. M. Virginia Beyer, deposing as to the sanity of the said Helen J. Wilson, and marked Petitioner's Exhibits A and B, respectively. Ex

Second. That your Petitioner is a son of said Helen J. Wilson, who was in his care and custody until she became a patient at said Springfield State Hospital, at Sykesville.

Third. That the said Helen J. Wilson is seized and possessed of valuable real estate in the City of Annapolis, located at the intersection of Francis Street and State Circle, it being the identical property which was conveyed to C. A. L. Wilson, now deceased, and Helen J. Wilson, his wife, as tenants by the entirety, by George W. Jones and wife, by deed dated June 26, 1924, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 94, folio 92. And that the said Helen J. Wilson has also an interest, as the widow and heir-at-law of C. A. L. Wilson, in the property known as No. 91 Market Street, Annapolis, Maryland, the other interests in said property being that of Maurice C. Wilson, her son; Helen L. Wilson, a daughter; and her sisters-in-law, Hattie I. Wilson, single, and Mary R. Wilson, single.

Fourth. The Read Drug and Chemical Company has offered to lease the property located at the intersection of Francis Street and State Circle, for a period of years, and place thereon a substantial building in place of the one thereon erected, at the expense and cost to the said Read Drug and Chemical Company. As to the property designated as No. 91 Market Street, Annapolis, Maryland, the parties in interest with the exception of Helen J. Wilson, and her daughter, Helen L. Wilson, who is a patient at Spring Grove State Hospital, have entered into an agreement to sell said property, it being at present unoccupied and in a poor state of repair. But an effective lease or sale of the properties mentioned can not be procured so as to bind the interest of said Helen J. Wilson without her finally being declared a non compos person.

Now, Therefore, your Petitioner prays your Honors to grant unto him the Writ of Sub Poena, directed to the said Helen J. Wilson, now a patient at Springfield State Hospital, Sykesville, Maryland, commanding her to be and appear in this Court at some certain day to be named therein, and answer the premises and show cause, if any she may have, why the prayer in this Petition should not be granted, and that a commission issue to Joseph A. Alton, Sheriff of Anne Arundel County, to inquire into the lunacy of the said Helen J. Wilson.

And, as in Duty Bound, etc.

George E. Rullman
Sol. for Petitioner.

M. C. Wilson, Petitioner

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

I hereby certify that on this 17th day of September, in the year 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Maurice C. Wilson and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated, to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal)

Granville Lee Meredith

Notary Public.

Ordered this 17th day of September, in the year 1937, by the Circuit Court for Anne Arundel County, in Equity, that the Writ of De Lunatico Inquirendo issue as prayed in this case, and that the said Helen J. Wilson, alleged Lunatic, be summoned as prayed to appear on the day fixed by the Sheriff for the assembling of the Jury De Lunatico, and that a copy of this Petition be attached to said summons.

Linwood L. Clark, A. J.

State of Maryland, Carroll County, to wit:-

I hereby certify that on this 11th day of September in the year 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Dr. M. Virginia Beyer and made oath in due form of law that she is an attending physician at Springfield State Hospital, at Sykesville, Maryland, and that she has examined Mrs. Helen J. Wilson, a patient at Springfield State Hospital, within ten days of the filing of this petition. She further certifies that the cause of the incompetency is Involutinal Melancholia and the nature of the incompetency is Mental Disorder the extent of the incompetency is Severe in of the incompetency is indefinite and that she is satisfied type and the probable duration/ from the opportunities she has had afforded her of judging the condition of the patient that she is unsound in mind and incapable of governing herself or managing her affairs or estate.

Witness my hand and Notarial Seal.

(Notarial Seal)

Ida B. Watkins,

Notary Public.

State of Maryland, Carroll County, to wit:-

I hereby certify that on this 11th day of September in the year 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Dr. Maud M. Rees and made oath in due form of law that she is an attending physician at Springfield State Hospital, at Sykesville, Maryland, and that she has examined Mrs. Helen J. Wilson, a patient at Springfield State Hospital, within ten days of the filing of this petition. She further certifies that the cause of the incompetency is Involutinal Melancholia and the nature of the incompetency is Mental Disorder the extent of the incompetency is Severe in type and the probable duration of the incompetency is indefinite and that she is satisfied from the opportunities she has had afforded her of judging the condition of the patient that she is unsound in mind and incapable of governing herself or managing her affairs or estate.

Witness my hand and Notarial Seal.

(Notarial Seal)

Ida B. Watkins,

Notary Public.

Summons --Filed Sept. 25", 1937.

Maryland, Sct.

The State of Maryland

To Helen J. Wilson, Lunatic of Carroll 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 October next, to answer the Petition of Maurice C. Wilson against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable Francis Neal Parke, Chief Judge of the said Court, the 6th day of September, 1937.

Issued 17 th day of September 1937.

(Court Seal)

Frank A. Munroe,
Clerk.

Take Notice:- That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday, the 4th day of October 1937

True Copy Test: Frank A. Munroe, Clerk.

Returnable 1st Monday Oct. 1937.

Received the 20 day of Sept. 1937 & forthwith delivered to sheriff of Carroll Co.

Levi D Maus, Clerk.

September 23rd, 1937.

Summoned Helen J. Wilson and copy of within writ left with her, also copy of within writ, petition and order of Court left with Dr. Ira A. Darling, Superintendent of the Springfield State Hospital at Sykesville, Carroll County, Md. where the said Helen J. Wilson is confined.

John A. Shipley,

Fee; \$2.20

Sheriff of Carroll County, Md.

Inquisition --Filed Oct. 4th., 1937.

This Inquisition, taken this 4th day of October, 1937, at the Court House, in the City of Annapolis, Maryland, before Joseph W. Alton, Sheriff of Anne Arundel County, in virtue of the annexed writ De Lunatico Inquirendo, to him directed, issued out of the Circuit Court for Anne Arundel County upon the oaths of Fred Schoen, Samuel Fertetta, Isadore Cohen, Daniel Medford, Louis Hopkins, Bernice Gladden, Edwin M.S. Wild, John A. Fox, Hugh E. Burner, George E. Wooley, William Beall and M. C. Legum, good and lawful men of the County aforesaid, who, being sworn and charged upon their oaths to inquire into the question of the lunacy vel non of Helen J.

Wilson, Witnesseth:-

That the said jurors aforesaid do find that the said Helen J. Wilson, in the writ named, is of unsound mind and a lunatic without lucid intervals, so that she is not capable of governing herself or of managing her estate, and that she has been in such a state of mind for some time past, but how she became so, the jurors aforesaid cannot say, unless by the visitation of God.

And the said Jurors aforesaid do also find that the said Helen J. Wilson is seized and possessed of a very large and valuable estate, real and personal, situate and being in this city and elsewhere, but the particular description, amount and value thereof they are unable at this time to ascertain; nor do they find that she hath, when in such unsound state of mind, alienated any part thereof.

And the Jurors aforesaid do also find that the nearest of kin to the said Helen J. Wilson is Maurice C. Wilson; and that her nearest heirs at law are her son, Maurice C. Wilson, and her

daughter, Helen L. Wilson, all of them are of full age.

In Witness Whereof, as well the Jurors aforesaid, as the said Joseph W. Alton, Esq., Sheriff, have hereunto subscribed their names and affixed their seals the day and year first therein mentioned.

Fred Schoen (Seal)

Samuel Fertitte (Seal)

John A. Fox (Seal)

Hugh E. Burner (Seal)

Louis M. Hopkins (Seal)

B. W. Gladden (Seal)

William Beall (Seal)

Geo. E. Wooley (Seal)

Daniel L. Medford (Seal)

Maurice C. Legum (Seal)

Edwin M.S. Wild (Seal)

Isadore Cohen (Seal)

J. W. Alton (Seal)

Sheriff of Anne Arundel County.

Confirmation of Inquisition --Filed Oct. 6th., 1937.--Exam. Ex. A.

The return of the Inquisition taken by the Sheriff of Anne Arundel County, in the above case having been submitted and confirmed and said return of the proceeds having been read and considered,

It is thereupon this 6th day of October, 1937, by the Circuit Court for Anne Arundel County, in Equity, adjudged, and Ordered that the said Inquisition be and it is hereby confirmed.

And it is further Ordered that Maurice C. Wilson be and he is hereby appointed Committee of the person and estate of the said Helen J. Wilson, with full power and authority to take charge of and manage the property and to assume the control of the person of Helen J. Wilson under the directions of this Court, but before the said Maurice C. Wilson shall proceed to act as such committee, they shall give bond to the State of Maryland, with the security to be approved by this Court, or the Clerk thereof, in the penalty of One Thousand Dollars, for the faithful discharge of said duties as such Committee.

Linwood L. Clark, A. J.

Trustee's Bond --Filed and Approved 11 October, 1937.

Know all Men by these Presents, That We Maurice C. Wilson 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 One Thousand Dollars to be paid to the said State or its certain Attorney, to which payment well and truly to be made we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents--sealed with our seals and dated this 9th day of October in the year of our Lord one thousand and nine hundred and thirty seven.

Whereas, the above bounden Maurice C. Wilson by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County has been appointed Committee mentioned in the proceedings in the case of In the Matter of the Estate of Equity #7481 vs. Helen J. Wilson, Lunatic, now pending in said Court:

Now the Condition of the above Obligation is such That if the Above Bounden Maurice C. Wilson 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		Maurice C. Wilson (Seal)
in the presence of		National Surety Corporation
Granville Lee Meredith	(Corporate)	By George E. Rullman
Attest as to Surety:	(Seal)	Attorneys-in-Fact.
Granville Lee Meredith		

Petition to sell Interest in No. 91 Market St., to Myrtle Sturm, and Order of Court thereon --Filed Oct. 23" 1937.

To The Honorable, The Judges of Said Court:-

The petition of Maurice C. Wilson, Committee of the person and estate of Helen J. Wilson, Lunatic, respectfully shows unto your Honors:

First. That he has qualified as Committee of Helen J. Wilson in accordance with the Order of this Honorable Court passed in this cause, on the 6th day of October, 1937.

Second. That his ward has a one-ninth interest in the property known as No. 91 Market Street, in the city of Annapolis, it being the same property which was conveyed to Mary Frances Wilson by Charles A. DuBois, et al, by deed dated April 5, 1899, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 13, folio 1, (Original of which is filed herewith and prayed to be taken as a part hereof, and marked Petitioner's Exhibit 1). Mary Frances Wilson died seized and possessed of said property, leaving surviving her as her heirs at law Charles A. L. Wilson, a son; Hattie I. Wilson, a daughter; and Mary R. Wilson, a daughter. Charles A. L. Wilson died intestate, leaving surviving him as his only heirs at law his wife, Helen J. Wilson; a son, Maurice C. Wilson; and a daughter, Helen L. Wilson. This property has a frontage of 28 feet, 6 inches, on Market Street, with a depth thereform of 124 feet, 6 inches; and is improved by a frame dwelling which has been unoccupied for more than two years, and is in a poor state of repair.

Third. The heirs at law of Mary Frances Wilson, and Maurice C. Wilson, as a heir at law of Charles A. L. Wilson, deceased, on his own behalf, and as Committee of the person and estate of Helen J. Wilson, Lunatic; and as Committee of the person and estate of Helen L. Wilson, Lunatic, by an Order of this Honorable Court, "In the Matter of the Estate of Helen L. Wilson, Lunatic," Equity No. 7482; have entered into a contract of sale of said property with Myrtle Sturm, at and for the sum of Three Thousand Dollars (\$3,000.00). (Copy of said contract of sale is filed herewith and prayed to be taken as a part hereof, and marked Petitioner's Exhibit No. 2).

Fourth. Your Petitioner further shows unto your Honors that all persons capable are anxious and ready to sell the real estate mentioned above, at and for the figure mentioned in the said contract of sale, and that said sale is advantageous to all parties in interest. Your Petitioner also files herewith a certificate of Charles F. Lee and Carey L. Meredith, residents of Annapolis, and familiar with real estate values in and around Annapolis, stating that it is their opinion that the price offered for the property known as No. 91 Market Street, is fair, reasonable and adequate, and, in their opinion, the best interests of the parties concerned

will be served by said sale.

Now, Therefore, your Petitioner prays your Honors to pass an Order in the premises ratifying and confirming the contract of sale on behalf of the said Helen J. Wilson, and that Maurice C. Wilson, Committee of Helen J. Wilson, be appointed as Trustee to convey her interest in the above mentioned property to the said Myrtle Sturm in accordance with and under the terms of the contract of sale filed herewith as an exhibit.

And, as in Duty Bound, etc.

George E. Rullman
Solicitor for Petitioner.

Maurice C. Wilson,
Petitioner.

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

I hereby certify that on this 23rd day of October, in the year 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Maurice C. Wilson, Committee of the person and estate of Helen J. Wilson, 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.

October 20th, 1937

We, the undersigned, being familiar with real estate values in and around Annapolis, do certify that in our opinion the sum of \$3,000.00, as a purchase price for the property numbered and designated as No. 91 Market Street, Annapolis, is fair, adequate and reasonable, and that it is to the advantage of the Estate of Helen J. Wilson that the property be sold for said sum.

Carey L. Meredith

Charles F. Lee.

Upon the foregoing Petition, Affidavit and Certificate, it is this 23rd day of October, in the year 1937, Ordered by the Circuit Court for Anne Arundel County, in Equity, that the contract of sale mentioned and filed in this proceedings be and the same is hereby ratified and confirmed; and that Maurice C. Wilson, Committee of the person and estate of Helen J. Wilson, be and he is hereby appointed Trustee for the said Helen J. Wilson, with power and authority to to convey the interest of the said Helen J. Wilson in the real estate mentioned in these proceedings to and unto Myrtle Sturm, in accordance with the contract of sale mentioned and filed herewith.

Linwood L. Clark , A. J.

Petitioner's Exhibit 1. --Filed Oct. 23rd, 1937.

Revenue Stamp \$.50

This Deed made this 5th day of April in the year One thousand Eight hundred and ninety - nine by and between Charles A. DuBois of the First Part, William S. Southgate Edward Powers and the Farmers National Bank of Annapolis Maryland of the Second Part and Mary Francis Wilson of the Third part, all of the City of Annapolis County of Anne Arundel State of Maryland
Witnesseth,

Whereas, the said Charles A. DuBois, William S. Southgate, and Edward Powers have passed to the Farmers National Bank of Annapolis, Maryland, their joint and several promissory note or notes for a sum of money amounting in the aggregate to the sum of Thirty seven hundred dollars (\$3700.00), and

Whereas, it was a condition precedent to the endorsement of said note or notes by the said

William S. Southgate and Edward Powers that said Charles A. DuBois should Execute to the said William S. Southgate and Edward Powers, a Mortgage of all his Real Estate situate in Anne Arundel County and elsewhere,

And Whereas, the said Charles A. DuBois did on the sixth day of August in the year One thousand Eight hundred and ninety eight execute said Mortgage to the said William S. Southgate and Edward Powers for the purpose of indemnifying said William S. Southgate and Edward Powers from any loss or injury in case the said of a failure on the part of said Charles A. DuBois to pay said note or notes, which Mortgage is duly Recorded in Liber G. W. # 11 Folio 1 one of the Land Record Books of Anne Arundel County and

Whereas, the said Charles A. DuBois has paid to the said Farmers National Bank a considerable sum of money reducing to the amount of One Thousand Dollars his note or notes to said Bank, whereon the said William S. Southgate and Edward Powers are sureties, now therefore the said William S. Southgate Edward Powers and The Farmers National Bank of Annapolis Maryland, do hereby release from the operation of said Mortgage, all that lot of ground now intended to be conveyed by said Charles A. DuBois to Mary Francis Wilson and hereafter described and

Whereas, at the April Term 1898 of the Circuit Court for Anne Arundel County the said Farmers National Bank of Annapolis, Maryland obtained a Judgement against said Charles A. DuBois in No. 71 Trials at said April Term of said Court, and whereas the said Charles A. DuBois has paid a considerable sum of money upon the amount of said Judgement, the said Farmers National Bank of Annapolis, do hereby release from the operation of said Judgement All that lot of ground now intended to be conveyed by said Charles A. DuBois to Mary Francis Wilson, and hereinafter described--

Now this Deed Witnesseth, That in consideration of the sum of Two hundred and seventy five dollars, paid by the party of the Third part unto the party of the First part the receipt whereof is hereby acknowledged, The said parties of the first and second parts, do by these presents grant and convey all their right title interest and estate both at law and in Equity unto the said Mary Francis Wilson party of the third part, her heirs and assigns in fee simple, all that lot piece or parcel of land situate lying and being in the City of Annapolis, and described as follows to wit:

All that Lot #2 as mentioned in the Certificate of Survey and plat "A", filed in the Equity case of Kilman vs. Kilman et al #1355 Equity in the Circuit Court for Anne Arundel County and described in said Certificate and Plat "A" as follows--

Beginning for the same (it being part of Lot #37 and designated on the Plat of Annapolis City) and lying on the North West side of Market Street and contained within the following description, that is to say, beginning for the same at a post in the first line of Market Street at the end of the first line of Lot #1 as described in said Certificate of survey and Plat " A", and running thence Southwesterly and bounding on the line of Market Street for the distance of 28 feet 6 inches, thence running at right angles from the line of said street by a line drawn North 46° 30' West 124 feet 6 inches to a post thence running North 45° East 28 feet 6 inches to a post end of second line of Lot #1, thence reversing and bounding on and with said line South 46° 30' East 124 feet 3 inches to the beginning point. It being part of the same property which was conveyed by James S. Armiger and Sarah A. Armiger his wife to the said Charles A. DuBois by Deed dated the Eighteenth day of November Eighteen hundred and ninety one and duly recorded in Liber S. H. #40 folio 67&c. one of the Land Record Books for Anne Arundel County--

Together with the buildings and improvements there-upon erected made or being and all and every, the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining--

To have and to hold the said lot piece or parcel of ground and premises above described and mentioned and hereby intended to be conveyed, together with the rights privilèges and appurtenances thereto belonging or appertaining unto and to the proper use and benefit of the said Mary Francis Wilson in fee simple--

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

And the said Farmers National Bank of Annapolis Md. doth hereby constitute and appoint George A. Culver, it Cashier, its true and lawful Attorney in fact to acknowledge for it as its act this Deed--

Witness the hands and seals of the Grantors and the signature of John Wirt Randall President of the Farmers National Bank of Annapolis, Maryland and the Corporate Seal of said Bank Attested by George A. Culver its Cashier.

Test: John Randall Magruder.

Charles A. DuBois (Seal)

William S. Southgate (Seal)

E. Powers (Seal)

J. Wirt Randall (Seal)

Test:

J. A. Culver,

Cashier.

President of the Farmers National Bank
of Annapolis Maryland -

(Corporate Seal)

State of Maryland, Anne Arundel County, Sct:-

I hereby certify that on this 5th day of April in the year One thousand eight hundred and ninety nine before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County personally appeared Charles A. DuBois, William S. Southgate and Edward Powers, and each acknowledged the foregoing Deed to be his free act.

And also at the same time personally appeared George A. Culver, Cashier the Attorney in fact of the Farmers National Bank of Annapolis, Maryland, and acknowledged the foregoing deed to be the act and deed of said Bank-

Witness my hand and Notarial Seal

(Notarial Seal)

Jno. Randall Magruder

Notary Public.

Petitioner's Exhibit 2 --Filed Oct. 23" 1937.

Contract of Sale.

This Agreement, Made this 21" day of August, nineteen hundred and thirty-seven, between Hattie I. Wilson, Mary R. Wilson, Maurice C. Wilson, Committee of the person and estate of Helen J. Wilson, and Maurice C. Wilson, Committee of the person and estate of Helen L. Wilson, and Maurice C. Wilson, individually, of the first part, and Myrtle Sturm, 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

All that lot or parcel of land situate in the City of Annapolis, Maryland, and known and designated as No. 91 Market Street.

At and for the price of Three Thousand Dollars of which Fifty Dollars having been paid prior to the signing hereof and the balance to be paid as follows:

Cash upon delivery of deed.

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 clear of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, insurance, rent and all other assessments of every description shall be adjusted to day of transfer.

Test: as to Hattie I and
Mary R. Wilson

Harry C. Mueller

Test: as to Myrtle Sturm

M. Clare M. Green

Hattie I. Wilson (Seal)

Mary R. Wilson (Seal)

Maurice C. Wilson (Seal)

Individually and as Committee of

Helen J. Wilson & Helen L. Wilson

Myrtle Sturm (Seal)

Petition -- Filed Dec. 3", 1937

To The Honorable, The Judges of Said Court:-

The Petition of Maurice C. Wilson, Committee of Helen J. Wilson, Lunatic, respectfully shows:

First. That by an Order of this Honorable Court, passed on the 6th day of October, 1937, he was appointed Committee of the person and estate of his mother, the said Helen J. Wilson, and has filed a bond in accordance with said Order with the Clerk of this Court, which bond has been duly approved.

Second. That the said Helen J. Wilson is the owner in fee of a lot or parcel of land situate, lying and being at the intersection of Francis Street and State Circle, in the City of Annapolis, Maryland, having a frontage on Francis Street of 30 feet, 2 inches, with a depth therefrom of 36 feet; being the identical property which was conveyed to Charles A. L. Wilson, since deceased, and Helen J. Wilson, his wife, as tenants by the entireties, by George W. Jones and Lillian M. Jones, his wife, by deed dated June 26, 1924, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 94, Folio 92. A certified copy of said deed is filed herewith as Petitioner's Exhibit 1, and prayed to be taken as a part hereof.

Third. That the above described property, owned by said Lunatic, and improved by a building which is in a poor state of repair and at present is bringing little, if any, income to the owner; and with a view of improving the property and increasing substantially the income therefrom, your Petitioner has negotiated an agreement and lease with The Read Drug and Chemical Company of Baltimore City, a body corporate, upon the terms and conditions therein particularly set forth, a copy of the proposed agreement and lease is filed herewith, marked "Petitioner's Exhibit No. 2" and prayed to be taken as part hereof. Under the terms of said proposed agreement and lease, the said Read Drug and Chemical Company of Baltimore City agrees to erect and construct on the aforesaid property, at its expense, a two-story and basement building, in place of the structure now standing and to lease the entire basement of the said new building to be constructed by it, - the upper floors to be at the disposal of the Committee of the said Helen J. Wilson. Said lease is for a term beginning on the first day of March, 1938, or as soon either before or after March 1st, 1938 as the said new building is completed and ready for occupancy and ending on the 31st day of March, 1943, with three separate options to the Read Drug and Chemical Company for renewal terms of five years each after the expiration of the term stated above as in said proposed agreement and lease more particularly provided. The building and

improvements, except fixtures, erected on this site, will become the property of the said Helen J. Wilson, subject to the aforesaid lease and during the term of the lease and all renewal terms, the Read Drug and Chemical Company agrees to pay an annual rental of \$300.00, payable in equal monthly instalments of \$25.00 on the first day of each and every month in advance. Your Petitioner also files herewith a communication addressed to him by Wallace J. Smith, Vice President of The Read Drug and Chemical Company, dated August 31st, 1937, offering upon certain conditions to enter into said agreement and lease, and agreeing in certain event to pay certain costs of this proceeding, which is filed herewith as Petitioner's Exhibit 3, and prayed to be taken as a part hereof. And further, your Petitioner files herewith a letter addressed to him by Wallace J. Smith, Vice President of the Read Drug and Chemical Company, dated November 3, 1937, further extending the time for the completion of these proceedings and the execution of said agreement and lease, which is filed herewith and prayed to be taken as a part hereof, marked Petitioner's Exhibit 4. Your Petitioner also files herewith General Conditions and Specifications with reference to the proposed new building to be erected, and also blue print drawings of said proposed new building as Petitioner's Exhibits 5 and 6, respectively, and prayed to be taken as a part hereof.

Fourth. Your Petitioner further states unto your Honors that the execution of the agreement and lease referred to above is of material advantage, benefit and interest to the said Helen J. Wilson and her estate, as it will add to the income of the estate, and the replacement of the very much delapidated building now on her property by the proposed new structure will greatly enhance the value of her whole property.

Now, Therefore, your Petitioner prays your Honors to pass an Order in the premises authorizing and ordering the execution of the proposed agreement and lease by him, as Committee of the person and estate of the said Helen J. Wilson, with the Read Drug and Chemical Company of Baltimore City.

And, As In Duty Bound, etc.

George E. Rullman
Solicitor for Petitioner.

M. C. Wilson,
Committee of Helen J. Wilson.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 23rd day of November, in the year 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Maurice C. Wilson, Committee of the person and estate of Helen J. Wilson, Lunatic, 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.

Upon the foregoing Petition, Exhibits and Affidavit, it is thereupon this 3rd day of Dec. in the year 1937, by the Circuit Court for Anne Arundel County, in Equity, Ordered and Decreed that Maurice C. Wilson, Committee of the person and estate of Helen J. Wilson, Lunatic, take testimony before one of the standing Examiners of this Court for the purpose of sustaining the statements and allegations contained in this Petition.

Linwood L. Clark, A. J.

Testimony on behalf of the Petitioner Maurice C. Wilson, December 16th, 1937.

Filed Dec. 21st., 1937.

Testimony taken on behalf of the Petitioner before an Examiner, Thursday, Dec. 16th, 1937
at 10.30 A. M. Order to take testimony dated December 3rd, 1937.

George E. Rullman, Attorney for Petitioner.

Marvin I. Anderson, Examiner

Louis J. Jira, Attorney at Law,

Clara M. Howard, Stenographer.

Witnesses:-

Mr. Maurice C. Wilson 1 to 3

Dr. William I. Kitchen 4 to 5

Mr. Carey L. Meredith 6 to 8

Mr. Charles F. Lee 9 to 10

Mr. Maurice C. Wilson being duly sworn and of lawful age, testifies as follows:-

(Rullman)

1. State your name and address?

A. Maurice C. Wilson, 16 Thompson St., Annapolis, Md.

2. You are the son of Mrs. Helen J. Wilson? A. That is right.

3. Were you appointed Committee of the person and estate of Helen J. Wilson? A. Yes.

4. By the Circuit Court of Anne Arundel County, be decree passed the 6th day of October 1937
and have you filed a bond in according to the Court's Order?

A. Yes.

5. Do you know if there is any real estate Mrs. Helen J. Wilson has title to ?

A. Yes, property at 31 Francis St., and State Circle.

6. And it was conveyed to your father Charles A. L. Wilson and your mother, Helen J. Wilson,
as tenants by entreties, by Deed dated the 26th day of June, 1924, from George W. Jones and
Lillian M. Jones, his wife, and recorded in Liber W. N. W. 94, Fol. 92, one of the Land Records
of Anne Arundel County. I hand you a copy of the deed and ask you if that describes the prop-
erty? A. That seems to be it.

7. Was your father Charles A. L. Wilson? A. Yes.

8. Is he living or dead? A. Died May 27th, 1931.

Petitioner's Attorney offers Copy of

Deed, marked Petitioner's Exh. No. 1.

9. Is there a building on this site? A. Yes.

10. What kind? A. Brick and frame, two-and one-half story.

11. Who is now occupying the building? A. I am.

12. What is the condition of the building? A. Very poor.

13. What is wanted of repairs?

A. I term it beyond repairs - it really should be torn down and rebuilt.

14. What is the present income from that building?

A. That varies according to way business runs.

15. Is there any income to your Mother's estate from that building now? A. No.

16. What, if any proposition has been offered to you with reference to the building or build-
ing site?

A. The Read Drug and Chemical Co., offered to rebuild it.

17. Rebuild it?

A. The Read Drug Store offered me to rent the ground under the building and to do that they would have to tear the whole building down and build a new building.

18. Was there an agreement or lease submitted to you?

A. There was an agreement or lease submitted if it could be carried out.

19. Is this a copy of the lease or agreement? A. Yes, this is a copy.

20. You are acquainted with terms and provisions of this agreement? A. Yes.

Petitioner's Attorney offers Copy of Agreement
and Lease, marked Pets. Exhibit No. 2.

21. As a Committee to the estate to you think it is to her advantage that the Court pass an Order permitting you to enter into that agreement and lease? A. Yes.

22. Will it tend to increase the value of her property? A. Yes.

23. Will it tend to increase the income of her estate? A. It would.

24. Mr. Wilson I hand you a letter addressed to you under date of August 31st., 1937, with reference to this lease, and it is signed by the Read Drug and Chemical Co., Wallace J. Smith, Vice-President. That letter has reference to the same lease and agreement we are discussing?

A. Yes.

Petitioner's Attorney offers Letter
marked Pets. No. 3.

25. I hand you another letter dated December 3rd, 1937, from the Read Drug and Chemical Co., signed by Wallace J. Smith, Vice-President, will you look at that and see if that refers to the lease and agreement under consideration? A. Yes.

Petitioner's Attorney offers Letter dated
Dec. 3rd., 1937, marked Pets. Exh. No. 4.

26. Have you seen the blue prints and specifications prepared? A. Yes.

27. Are these the blue prints and specifications? A. Yes.

Specifications and Exhibits filed as Pets. Exh. No. 5

Blue Prints filed as Pets. Exh. No. 6.

28. To the general question the witness answers? A. No.

NO CROSS EXAMINATION.

Maurice C. Wilson.

Dr. William Y. Kitchen, being of lawful age and duly sworn testifies as follows:-

(Rullman)

1. State your name, address and occupation?

A. Dr. William Y. Kitchen, 7 Murray Ave., Manager local branch of the Read Drug and Chemical Co.,

2. How long have you been so employed? A. Nine years.

3. Where is the Read Drug and Chemical Store? A. 176 Main Street, through to 29 Francis St.

4. Do you know the property owned by Mrs. Helen J. Wilson? A. Yes.

5. Where is that located?

A. 31 Francis St., adjoining our property on Francis Street.

6. Do you know of any proposition that has been offered the Committee of Mrs. Wilson's person and estate in reference to the property?

A. I do.

7. State that generally?

A. We have offered to lease from the Wilsons the entire property with the thought in mind of demolishing the present property and re-building an entire new building, retaining the basement for our use.

8. As to the other stories what?

A. There is to be a two and one-half more story erected for the use of Mr. Wilson for his use.

9. Have you seen the lease and agreement proposed and introduced in evidence-here?

A. I have.

10. Is this a copy of it? A. That is correct.

(Shows witness Petitioner's Exhibit No. 2).

11. Have you seen the general conditions and specifications as prepared? A. I have.

12. And the blue prints? A. Yes.

(Refers witness to Pets. Exh. No. 5 and 6.)

13. Have estimates of cost been obtained by the Read Drug and Chemical Co., for the erection of this proposed building?

A. We received approximately five or six estimates for the erection of the building and the cheapest estimate is \$7200.00 plus electrical wiring, \$350.00, plumbing \$400.00, heating, painting \$150.00, terraza flooring, \$300.00, for Mr Wilson's shelves we allowed \$350.00, that makes a total of \$9250.00, which will be the cost of the building that we intend to build for Mr. Wilson.

14. What are the present improvements on that site?

A. The present building on Wilson's site is a very delapidated building. It is leaning on my building now, almost down. Very small value.

15. To the general question the witness answers? A. No.

NO CROSS EXAMINATION

(Dr.)William Y. Kitchen

Mr. Carey L. Meredith, being of lawful age and duly sworn, testifies as follows:-

(Rullman).

1. State your name, address and occupation?

A. Carey L. Meredith, 38 Franklin St., President Farmer's National Bank.

2. How long have you been President? A. Not quite three years.

3. What was your occupation prior?

A. From 1903 to 1925 I was in retail lumber business in Annapolis and from that time on I was buying and selling real estate and an Officer in the Annapolis and Eastport Building and Loan Association?

4. What office did you hold in that?

A. Vice-President and member of the Finance and Inspection Committee.

5. Part of your duties is to appraise and set values on real estate and to make loans? A. Yes.

6. Are you familiar with real estate values in and around Annapolis? A. I am.

7. And you have testified that you have bought and sold real estate in and around Annapolis?

A. Yes.

8. Do you know the property located at the corner of State Circle and Francis Street, now owned by Mrs. Helen J. Wilson? A. I do.

9. Have you examined that property? A. I have.

10. What in your opinion is the value of that property as it now stands?

A. That is rather hard to determine because you don't know exactly what time the old building will have to be torn down. At the present time the value is \$1000.00 or \$1500.00 - it can be rented for a number of purposes and would probably pay an income on that much.

11. Do you have an appraisal or an opinion as to the real estate, I mean the land beside the building?

A. \$2500.00 to \$3500.00 for the land.

12. Could the property as it now stands be used to turn into incoming producing property without material repairs at the present time?

A. No.

13. You have heard the testimony as to the proposed lease and agreement to be entered into with Mr. Maurice C. Wilson, Committee of the estate of Mrs. Helen J. Wilson, have you seen the copy of that proposed agreement?

A. I have very carefully.

(Refers witness to Exh. No. 2)

14. I ask your opinion as to the disirability and advisability of so entering into that agreement?

A. I think it was a very good one and should be entered into. I have one criticism to make and that is Clause 12, page 8. I think that should be eliminated.

15. With the exception of your objection do you think that this agreement and lease is to the benefit and advantage of Mrs. Wilson's estate?

A. I certainly do.

16. Have you also looked at the specifications and blue prints that have been filed here?

A. Yes.

17. In your opinion will the improvements be to the advantage of Mr. Wilson's estate?

A. Yes.

18. Will it tend to increase the income of Mrs. Wilson's estate if these improvements are made? A. Yes.

19. Also increase the value of the land? A. Yes.

20. You have heard Dr. Kitchen testify as to the estimate and I am going to ask you if you think those estimates are fair and reasonable for the building that is to be erected?

A. I must admit that they seem high but building a building of that type I know the cellar will be a lot more expensive than an ordinary building would be.

21. To the general question the answer is? A. No.

NO CROSS EXAMINATION

Carey L. Meredith.

Charles F. Lee, being of lawful age and duly sworn testifies as follows:-

(Rullman).

1. State your name, address and occupation?

A. Charles F. Lee, Annapolis, Maryland, Real estate and Insurance business.

2. How long have you been in real estate? A. Since 1908.

3. You have had experience in buying and selling real estate in and around Annapolis during that time?

A. Yes.

4. What experience have you had in making appraisements?

A. I am classified as an expert appraiser in local Courts and also in U. S. District Court in Baltimore in one hundred or more properties in Camp Meade.

5. Then you would say you are familiar with real estate values in Annapolis? A. Yes.

6. Do you know the property at Francis Street and State Circle in Annapolis? A. Yes.

7. Now owned by Mrs. Helen J. Wilson? A. Yes.

8. Have you examined the property recently? A. Last week.

9. What does it consist of? A. Lot and frame building.

10. What in your opinion is the present value of the building? A. Around \$1800.00.

11. Disregarding the building, the land value? A. \$2500.00 to \$2800.00.

12. What is the condition of the building? A. Bad condition.

13. Could that building be used to produce revenue to the estate of Mrs. Wilson without material alterations and repairs?

A. No.

14. Have you looked over and examined the proposed agreement and lease to be entered into by Maurice C. Wilson if the Court so approves it? A. Yes.

15. In your opinion is it to the advantage of this estate that this agreement be entered into?

A. Yes.

(Refers witness to Petitioner's Exh. No. 2).

16. Have you examined the final conditions and specifications and blue prints of this property? A. I have.

17. Do you think it would be to the advantage of the estate of Mrs. Wilson if such a building be erected according to these specifications and plans? A. Yes.

18. You heard the testimony of Dr. Kitchen as to the cost, do you think that such a building could be placed at that cost and if such a building was placed, would it be to the advantage of the estate of Mrs. Wilson?

A. Yes.

19. Will the proposed construction tend to enhance the value of the whole property? A. Yes.

20. To the general question the witness says? A. No.

NO CROSS EXAMINATION.

Charles F. Lee.

There being no other witnesses to be examined on behalf of the Petitioner, and no further testimony desired, this testimony is now closed, and on request of Petitioner's Attorney is returned to the Court.

Witness my hand and seal this 21st day of Dec. 1937.

Marvin I. Anderson (Seal)
Examiner.

Petitioner's Exhibit No. 1 --Filed Dec. 21st. 1937. Exams. Ex. B.

(\$3.00 Rev. Stamp)

This Deed made this twenty sixth day of June in the year Nineteen hundred and twenty four by George W. Jones and Lillian M. Jones, his wife, of the first part and Charles A. L. Wilson and Helen J. Wilson, his wife, of the second part, all of the City of Annapolis, Anne Arundel County, in the State of Maryland.

Witnesseth: That for and in consideration of the sum of Ten dollars, current money, in hand paid by the said parties of the second part to the said parties of the first part; at or

before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good and valuable considerations, them thereunto moving the said George W. Jones and Lillian M. Jones, his wife, have bargained and sold and by these presents do grant and convey unto the said Charles A. L. Wilson, and Helen J. Wilson his wife, as tenants by entireties; their heirs and assigns, in fee simple all that lot or parcel of ground situate lying and being in the City of Annapolis aforesaid and described as follows that is to say:

Beginning for the intersection of Francis Street and State Circle, at the North corner of a building which corner is South twenty nine degrees thirty minutes East two hundred thirty two feet four inches from the South East corner of the State House and south fifty nine degrees thirty minutes East two hundred thirty feet and ten inches from the south west corner of the State House thence South forty nine degrees East along and with the line of Francis Street thirty feet two inches, thence south forty degrees West thirty six feet, thence North forty nine degrees West twelve feet six inches thence North forty one degrees East fourteen feet, thence North forty nine degrees west seventeen feet eight inches, thence North forty one degrees East twenty two feet to the place of beginning.

Being the same property which was conveyed to the said George W. Jones by William Meade Holladay and wife by deed dated on the first day of September in the year nineteen hundred and nine, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 69, folio 41.

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

To Have and To Hold the above described property with its appurtenances unto and to the proper use and benefit of them the said Charles A. L. Wilson and Helen J. Wilson his wife, as tenants by entireties, their heirs and assigns in fee-simple.

And the said parties of the first part covenant that they will warrant specially the title to the property hereby conveyed, and that they will execute such other and further assurances thereof as may be requisite.

Witness the hands and seals of the above named grantors on the day and in the year first above written.

Test:
Myrtle Sturm.

Geo. W. Jones (Seal)

Lillian M. Jones (Seal)

State of Maryland, Anne Arundel County, Sct.

I hereby certify that on this twenty sixth day of June in the year nineteen hundred and twenty four before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid personally appeared George W. Jones and Lillian M. Jones, his wife, and they acknowledged the foregoing deed to be their act and deed.

Witness my hand and seal Notarial.

(Notarial Seal)

Myrtle Sturm

Recorded June 27th 1924- 11 A. M.

Notary Public.

State of Maryland, Anne Arundel County, Sct.

I Hereby Certify that the foregoing Deed was truly taken and copied from Liber W. N. W. #94, folio 92, 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 November, A. D. 1937.

(Court Seal)

Frank A. Munroe,
Clerk.

Petitioner's Exhibit No. 2 --Filed Dec. 21st., 1937. (Copy)

This Agreement and Lease made this ____ day of _____, 1937, by and between Maurice C. Wilson, Committee of the Person and Estate of Helen J. Wilson, a lunatic, of Anne Arundel County, State of Maryland, herein called "Landlord," and The Read Drug And Chemical Company Of Baltimore City, a body corporate, herein called "Tenant".

Whereas Tenant is the tenant of the property No. 176 Main Street, Annapolis, Maryland, under and by virtue of a Lease dated January 16th, 1933, from Frank Scala to said Tenant, said property so leased to Tenant running through from Main Street to Francis Street, and the first floor thereof being occupied by Tenant's store; and

Whereas the said Helen J. Wilson has been duly adjudged a lunatic and in a proceeding filed in the Circuit Court for Anne Arundel County, said Maurice C. Wilson was duly appointed and has qualified and is now acting as Committee of the Person and Estate of Helen J. Wilson, and among the property of said Helen J. Wilson held by said Committee is the property known as Nos. 29 and 31 Francis Street, Annapolis, Maryland, adjoining the west side of the abovementioned property No. 176 Main Street now leased by Tenant as aforesaid, and said property Nos. 29 and 31 Francis Street is at present improved by a frame building; and

Whereas Tenant desires to enlarge its aforesaid store and obtain additional space to that afforded by the aforesaid property No. 176 Main Street and has agreed with Landlord to construct and erect for Landlord on the property Nos. 29 and 31 Francis Street a new building as hereinafter more particularly set forth, and Landlord has agreed to lease to Tenant upon completion of said building a certain portion thereof at the rental and upon the terms and conditions hereinafter more particularly set forth; and

Whereas said Maurice C. Wilson, Committee as aforesaid, has been duly authorized by order passed _____ 1937, by the Circuit Court for Anne Arundel County to enter into this agreement and lease with The Read Drug and Chemical Company of Baltimore City, a copy of said lease having been submitted to and filed in the proceedings in said Court entitled "In the Matter of the Estate of Helen J. Wilson, a Lunatic, Equity No. ____ Docket No. ____ Folio ____", and due proof of the advisability thereof and the benefit therefrom to the Estate of said Helen J. Wilson having been first submitted to said Court.

Witnesseth: That in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto mutually covenant and agree as follows:-

First: The Tenant shall have the right and expressly covenants and agrees to erect and construct at the Tenant's own expense on the lot of ground owned by the said Helen J. Wilson located on the west side of Francis Street, Annapolis, Maryland, and known as Nos. 29 and 31 Francis Street, (being the same property described in a deed from George W. Jones and Wife to Charles A. L. Wilson and Helen J. Wilson, his wife, dated June 26, 1924, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 94, folio 92, etc.) a two story and basement building in accordance with certain plans and specifications marked "A" dated of even date herewith and signed by the Landlord and by Wallace J. Smith, Vice President of the Tenant. The work to be done by Tenant shall also include the tearing down of the present structure on said property and Tenant is hereby given the right to remove the same and all materials from the building so razed shall be the property of the Tenant.

It is understood that the present building at Nos. 29 and 31 Francis Street is now occupied and Landlord covenants and agrees that he will cause said occupants or tenants to vacate and remove all their property from said premises within fifteen days after the execution of this lease and agreement pursuant to the aforesaid order of the Circuit Court for Anne Arundel County authorizing the making of the same.

Tenant agrees to complete said new building or cause the same to be completed within a period of four months from the date of the beginning of the work, but Tenant shall not be required to begin the work prior to the expiration of fifteen days after the execution of this agreement and lease by Landlord and Tenant pursuant to the aforesaid order of the Circuit Court for Anne Arundel County authorizing the same and after delivery of possession of said property to Tenant free of all occupants and their property. In the event Landlord fails to so deliver possession within the time aforesaid, Tenant may at its option terminate this agreement by giving notice to Landlord of its intention so to do and thereupon shall be under no further liability to Landlord.

It is further agreed that if Tenant shall be unable to complete said building within the time aforesaid because of strikes, labor troubles, inability to obtain materials, weather conditions, or other causes beyond the Tenant's control, Tenant shall not be liable because of said delay, but in such event Tenant shall use reasonable diligence to complete said building as soon as possible after the expiration of said four month period.

Second: In consideration of the construction of the aforesaid building by Tenant and of the mutual covenants and agreements herein contained and pursuant to the order passed by the Circuit Court of Anne Arundel County _____ 1937, the Landlord hereby leases to the Tenant and the latter leases from the former, the following described property located in the City of Annapolis, Anne Arundel County, Maryland, upon the following terms and conditions:-

1. The property leased is the entire basement of the aforesaid new building to be constructed by Tenant on the west side of Francis Street and known as No. 29 and 31 Francis Street. In order to further identify the location of said basement, the floor level of said basement will be located at the floor level of the first floor now occupied by Tenant's store in the property No. 176 Main Street. Whenever in this lease and agreement the term "demised premises" is used it shall be construed to mean the basement of the aforesaid new building, but shall not include the other portion of said building, said other portion consisting of the first and second floors thereof.

2. This lease is for a term of five (5) years and one (1) month, beginning on the First day of March, 1938, and ending on the Thirty-First day of March, 1943, with options to the Tenant for certain renewal terms as hereinafter set forth, provided that if the building to be erected by the Tenant shall be completed and the demised premises ready for occupancy prior to March 1st, 1938, then the term of this lease shall begin and the rent shall be payable from the date the premises are so ready for occupancy, and provided further that if without fault of the Tenant the aforesaid building shall not have been completed and the demised premises ready for occupancy prior to March 1st, 1938, the term of this lease shall begin and the rent shall be payable from the time the demised premises are ready for occupancy and the building completed.

3. As rental during said term, the Tenant shall pay an annual rental of Three Hundred Dollars (\$300.00) payable in equal monthly instalments of Twenty-Five Dollars (\$25.00) each on the first day of each and every month in advance. Should the demised premises be ready for

occupancy on a date other than the first day of the month, the Tenant shall as to such month pay rent only for that portion thereof during which the demised premises are ready for occupancy.

4. Tenant shall have the right to assign this lease and to sublet the demised premises in whole or in part at any time during the original term or any renewal term or terms.

5. Tenant shall have the right to use the demised premises for any and all lawful purposes, including the conduct therein of a business similar to that conducted by the Tenant at its store located at the southeast corner of Howard and Lexington Streets, Baltimore, Maryland, (its business being that of retail chain drug stores) with the right to sell any and all commodities which are now or may hereafter be sold at the Tenant's aforesaid store at Howard and Lexington Streets, and particularly the right to sell wines, liquors, beer, alcoholic beverages and distilled spirits of every kind. Landlord further covenants and agrees that he will at any time and from time to time assist Tenant in procuring such license, licenses, or permits as may be necessary for the sale as aforesaid by Tenant in, on or from the demised premises of the aforesaid wines, liquors, beer and alcoholic beverages and distilled spirits of every kind, and that he will sign all applications, consents and/or other papers that may be necessary, proper or convenient for or in connection with the procuring of any such license, licenses or permits by Tenant, provided such signing will not impose any liability on the Landlord.

6. Subject to the right of the Tenant to use the demised premises for the purposes herein permitted, the Tenant agrees that it will not do or permit to be done anything on the premises which will contravene the policies of insurance against loss by fire on the building of which the demised premises are a part, and if any act of the Tenant other than the use of the premises for the purposes for which the property is leased shall increase the rate of fire insurance chargeable from time to time during the term of this lease or any renewal term, then in addition to the rental the Tenant shall be liable also for any additional premium or premiums resulting from such increase in rate.

7. In addition to the erection of the building as hereinbefore agreed and permitted to be made by Tenant, Tenant shall have the right at any time and from time to time during the term of this lease and any renewal term or terms, to make such changes, alterations and improvements in and to the demised premises as the Tenant may deem desirable, the entire cost thereof to be borne by the Tenant. In the event that Tenant shall make any changes, alterations or improvements, it shall not be under any obligation to restore the demised premises to the same condition as existed at the time of completion of the building of which the demised premises is a part, provided, however, that upon the expiration of the original term, or in the event of a renewal or renewals, then at the expiration of said last renewal term, the Tenant shall at its own cost construct a wall on the demised premises/and the first floor of the property No. 176 Main Street, said wall to be approximately twelve inches in thickness and to be located on the demised premises and along the title lines thereof separating the demised premises and the property No. 176 Main Street.

8. During the term of this lease or any renewal term, the Tenant shall keep the interior of the demised premises in good order and repair and the Landlord shall keep the exterior of the premises, including the roof, rainspouting and sidewalk in good order and repair. Subject to the obligation of the Landlord to keep in repair certain portions of the leased premises as hereinbefore provided, Tenant shall at the expiration of the original term, or in case of renewal or renewals, at the expiration of the last renewal term, surrender possession of the demised

premises to the Landlord in as good condition as when received, damages to the premises by fire, the elements or other cause not caused by the Tenant, its agents or employees, natural wear and tear, unavoidable accidents and restoration of the premises except as hereinbefore provided to its original condition, excepted.

9. In the event that the demised premises should at any time be damaged or injured by fire, storm or other happening, or in the event that it shall be condemned by Municipal Authorities, and in the further event that such happening or condemnation shall not render the same untenable, the Landlord shall promptly, at his own cost, do such things as may be necessary to repair said damage or comply with said notice of condemnation, and the rent shall not be abated.

Should such cause render the demised premises untenable and yet the same can be made tenable by the exercise of reasonable diligence within a period not exceeding six months from the date of such happening, the Landlord shall likewise proceed to repair such damage and to comply with such requirements, and the rent shall be abated pending the period the said premises are untenable.

In the event that any of the causes aforesaid shall result in the destruction of the building of which the demised premises is a part or in such injury thereto as to make it impossible to repair the damage and have the demised premises again tenable within a period of six months from such happening, the tenancy shall, except as hereinafter provided, end as of the date of such happening and the parties shall be under no further liability to one another; provided, however, that if, within a period of fifteen (15) days after being advised of the insurance collectible, the Tenant shall, in writing, notify the Landlord that it desires to have the property restored and the tenancy continued, then the Landlord shall be required to proceed to have said property restored or rebuilt, and shall be required to apply thereto all proceeds of fire or other insurance collected, - the Tenant engaging in that event to pay any excess cost of such restoration over and above the amount of said proceeds of insurance.

10. The Landlord agrees to carry fire insurance on the property to the extent of its full insurable value from time to time, and in event of the Tenant requiring restoration of the property, as hereinbefore set forth, the proceeds of said insurance shall be applied as hereinbefore specified, and upon the restoration of said building and as soon as the demised premises are tenable, the payment of rent shall be resumed and the lease shall continue in effect to the same extent as if said injury had not occurred. Should the Landlord fail to carry fire insurance to the extent of the full insurable value of the property as hereinbefore provided, the Tenant shall have the right to procure such amount of fire insurance as may be necessary to bring the total amount of the insurance to the full insurable value and pay the premiums therefor and deduct the amount of any premium so paid from the rent then due or thereafter becoming due.

11. In case the rent hereby agreed to be paid shall at any time be in default, and of said default continuing for a period of ten days or more, the Landlord shall have the right to distrain, and in case the Tenant shall violate any of the covenants on its part herein contained and shall fail to rectify said default within a period of fifteen days after being notified in writing thereof by the Landlord, the Landlord shall be entitled to reenter and annul this lease.

12. The Tenant shall have the right to erect on the demised premises, including the ex-

terior thereof, sign or signs of such size and style as the Tenant may from time to time desire.

13. It is further agreed that the Tenant shall have the right to run and connect in the demised premises and in the building of which it is a part all necessary pipes for electric, gas and water lines and all wiring that may be necessary for the proper conduct of its business with the right to the Tenant, or anyone to whom it may sublet or assign, to repair and maintain said pipes and wiring so long as said demised premises is leased by the Tenant, its sublessees or assignees.

14. It is further agreed that in case the Tenant shall be adjudicated a bankrupt or insolvent, or if the Tenant shall make a general assignment for the benefit of its creditors, or if a receiver or trustee shall be appointed for its business, then in any of said events or contingencies, this lease and the tenancy hereby created shall immediately cease and determine, the rent to be paid to the date of the happening of such contingency, and the Landlord shall have the right to immediately reenter and take possession of the premises.

15. It is also agreed that the Landlord shall pay all taxes, public dues, charges, including minor privilege charges, and assessments of every kind, character and description levied on or against the demised premises, or the property of which the demised premises is a part, provided that Tenant shall pay for all water used in the demised premises. Should Landlord fail to pay when due and payable all taxes and other charges herein agreed to be paid by Landlord, the Tenant shall have the right to pay the same and to deduct the amount or amounts so paid from the rent whether then due or thereafter becoming due.

16. It is further agreed that all fixtures installed by the Tenant in the demised premises during the term of this lease or any renewal term shall belong to and be the property of the Tenant and the Tenant shall have the right to remove the same either at any time during or at the end of said original term or at any time during or at the end of any renewal term.

17. It is agreed that so long as the Tenant or anyone to whom it may assign or sublet shall occupy the demised premises or any portion thereof under this lease or any renewal thereof, the Landlord will not lease, use or permit any person, firm or corporation to use any other property owned by the Landlord and located within a radius of five hundred^{feet}/from the demised premises for the purpose of conducting in said property a drug store or pharmacy, or selling therein drugs, medicines, hospital and sick room supplies, or any one or more of said articles.

18. Any notice required or permitted by this lease to be given by either party to the other shall be in writing, and may be either personally delivered or sent by registered mail properly addressed to the said parties, their agents or representatives, assigns or successors, or some one of them, at the last known address of such addressee and deposited in the United States Post Office, either at Baltimore, Maryland, or Annapolis, Maryland, and the date of so depositing shall be deemed the date of giving such notice.

19. It is further agreed that the Tenant shall have three separate options to extend or renew this lease, as follows: An option to renew said lease for a term of five years beginning April 1st, 1943, and ending March 31st, 1948, and in the event of the exercise of said option, a further option to renew this lease for a further term of five years beginning April 1st, 1948, and ending March 31st, 1953, and in the event of the exercise of the first two mentioned options, a further option to renew this lease for a further term of five years beginning April 1st, 1953, and ending March 31, 1958, and upon the exercise by Tenant of said respective options, this lease, together with all its terms and provisions, shall continue in full force and effect during said

respective renewal terms.

The Tenant by continuing to occupy the leased premises after the expiration of the original term shall be deemed and considered to have elected to avail itself of its option to renew this lease for the first renewal term, and the Tenant by continuing to occupy the leased premises after the expiration of the first renewal term, shall be deemed and considered to have elected to avail itself of its option to renew this lease for the second renewal term, and also by continuing to occupy the leased premises after the expiration of the second renewal term, the Tenant shall be deemed and considered to have elected to avail itself of its option to renew this lease for said third renewal term, and in such event this lease shall continue for the renewal term in question without the necessity of any notice from the Tenant to renew the same; provided, however, that if the Tenant shall cease to occupy the demised premises on or before the expiration of the original term, or on or before the expiration of any renewal term, this lease and the tenancy hereby created shall cease and determine at the end of the term on or before the expiration of which the Tenant shall have vacated the premises without the necessity of any notice from either the Landlord or the Tenant to terminate the same; provided further, that within ninety (90) days prior to the expiration of the original term, or of any renewal term, the Landlord shall have the right to request the Tenant (said request to be in writing) to advise him whether Tenant intends to renew this lease for the next succeeding renewal term, and in the event of Landlord making such request, Tenant shall within fifteen (15) days after the receipt of such request notify Landlord in writing whether it intends to renew this lease. In the event that Tenant either notifies Landlord that it intends to renew, or fails to notify Landlord of its intention within fifteen (15) days after the receipt of said request, Tenant shall be deemed to have elected to renew this lease for the next succeeding renewal term, but if within fifteen (15) days as aforesaid, Tenant notifies Landlord that Tenant does not intend to renew, this lease shall terminate at the end of the then current term; provided further, that nothing herein contained shall be construed as giving Tenant the right to renew this lease for a term beginning after the expiration of the renewal term ending March 31, 1958.

20. This lease together with all its covenants, terms and provisions shall enure to the benefit of and bind Maurice C. Wilson, Committee of the Person and Estate of Helen J. Wilson, the said Helen J. Wilson, and The Read Drug and Chemical Company of Baltimore City, their respective personal representatives, heirs, successors and assigns.

As Witness the hand and seal of the Landlord and The Read Drug and Chemical Company of Baltimore City, Tenant, has caused these presents to be signed in its name by its _____ President and its corporate seal to be hereunto affixed, and attested by its Secretary.

Witness:

Attest:

_____ Secretary

_____ (Seal)

The Read Drug and Chemical Company

of Baltimore City.

By _____ President.

State of Maryland: Anne Arundel County: SS:

I Hereby Certify that on this _____ day of _____ 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Maurice C. Wilson, Committee for the Person and Estate of Helen J. Wilson, a Lunatic, the Landlord named in the foregoing Lease, and acknowledged said Lease to be his act.

As witness my hand and Notarial Seal.

State of Maryland: City of Baltimore: SS:

Notary Public.

I Hereby Certify that on this _____ day of _____ 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared _____ President of The Read Drug and Chemical Company of Baltimore City, the Tenant named in the foregoing Lease, and he acknowledged said Lease to be the act of the said Corporation.

As Witness my hand and Notarial Seal.

Notary Public.

Petitioner's Exhibit No. 3 --Filed Dec. 21st., 1937.

Baltimore, Maryland,
August 31st., 1937.

Maurice C. Wilson, Esq.,
29 Francis Street,
Annapolis, Maryland.

Dear Mr. Wilson:

Referring to the property No. 29-31 Francis Street, Annapolis, Maryland, we hereby offer to enter into an agreement and lease in the form and containing the terms and provisions set forth in the draft of agreement and lease hereto attached, provided that the following conditions, each of which is a condition precedent to our entering into said lease and agreement, are complied with:

1. You are to cause to be instituted in the Circuit Court for Anne Arundel County a proceeding for the adjudication of Helen J. Wilson, the owner of the property, a lunatic and the appointment of yourself as Committee of her person and estate.

After the adjudication and appointment of said Committee, you as Committee are to petition said Court in said proceeding for authority to make said agreement and lease, and do or cause to be done all other acts and things in and in connection with said proceeding, including the passage of a proper order of said Court authorizing the making of said agreement and lease, as may be necessary to insure us a valid and binding lease upon the terms set forth in the attached draft. The procedure for said proceeding is set forth generally in the letters dated August 5th and 10th, 1937, from Louis J. Jira, Vice President of The Maryland Title Guarantee Company to F. Fulton Bramble, and in a letter dated August 6th, 1937, from F. Fulton Bramble to Louis J. Jira, copies of which letters have been furnished to Mr. George E. Rullman, who we understand will conduct the proceeding. All papers in connection with this proceeding are before filing to be submitted to and passed on by Mr. Louis J. Jira of The Maryland Title Guarantee Company, who is also to pass on all other matters in connection with said proceeding.

2. In case of any question as to whether said proceeding has been properly conducted and completed so as to insure us a good and merchantable leasehold title under the said agreement and lease, the decision of Mr. Louis J. Jira, Vice President of The Maryland Title Company, shall be final and conclusive.

3. Said proceeding must be duly completed in the manner satisfactory to The Maryland Title Guarantee Company and the aforesaid agreement and lease executed in duplicate by you as Committee not later than October 15, 1937.

Maurice C. Wilson, Esq.

August 31st., 1937.

In the event that any of the aforesaid conditions are not complied with, we are to be under no obligation to execute said agreement and lease, nor in any manner bound by the terms thereof.

We have signed for identification and transmit herewith a set of plans and specifications showing the improvements contemplated by the attached draft of agreement and lease.

Referring to the cost of the abovementioned proceeding, we understand that the total cost and expense thereof, including court costs, sheriff's costs, witness fees and compensation for expert witnesses, will probably not exceed \$250.00. We further understand that you are willing to contribute toward the cost thereof the amount which you would have been required to expend for costs and expenses in a more summary proceeding heretofore instituted by you for the appointment of a Committee for Helen J. Wilson, less the costs already incurred in said proceeding, and that the net amount to be contributed by you will amount to approximately \$40.00 or \$50.00. In the event that the Court authorizes making of the agreement and lease in a proper proceeding conducted and completed as aforesaid, we are willing to contribute to the costs and expenses of such proceeding the difference between the total cost and expense thereof and the amount to be contributed by you, as above set forth, provided, however, that in no event shall we be required or obligated to contribute a greater sum than \$250.00.

Very truly yours,

Read Drug & Chemical Co.

Wallace J. Smith, V. P.

Petitioner's Exhibit No. 4 -- Filed Dec. 21st., 1937.

Baltimore, Maryland,

November 3rd., 1937.

Maurice C. Wilson, Esq.,

29 Francis Street,

Annapolis, Maryland.

Dear Mr. Wilson:-

Under date of August 31st., 1937, we wrote you offering to enter into an agreement and lease in the form attached to our letter of that date provided that certain conditions should be complied with.

One of the conditions was that the proceeding referred to in the letter should be completed and the aforesaid agreement and lease executed in duplicate by you as Committee not later than October 15th, 1937.

We herewith advise you that the time for the completion of said proceeding and execution of said agreement and lease by you as Committee is hereby extended to and including December 15th, 1937. Except as to the extension of time herewith granted, all of the other terms and conditions of our offer of August 31st, 1937 are to remain unchanged.

Very truly yours,

The Read Drug and Chemical Company

of Baltimore City.

By Wallace J. Smith

Vice President.

Petition to dismiss Committee's Petition of December 3, 1937, and Order of Court thereon.

Filed Jany. 28" 1938.

To The Honorable, The Judges of Said Court:

The petition of Maurice C. Wilson, Committee of the person and estate of Helen J. Wilson, a lunatic, respectfully shows:-

1. That by order of this Honorable Court passed on the 6th day of October, 1937, he was appointed Committee of the person and estate of the said Helen J. Wilson, and thereupon filed the required bond and since his said appointment has been acting and is now acting as such Committee.

2. That thereafter on or about the 3rd day of December, 1937, your Petitioner as said Committee filed in this case a petition reciting that the said Helen J. Wilson is the owner of certain fee simple property, situate at the intersection of Francis Street and State Circle in the City of Annapolis, Maryland, more particularly described and mentioned in said petition, and further alleging that The Read Drug and Chemical Company of Baltimore City had offered to enter into an agreement and lease with your Petitioner, Committee as aforesaid, on the terms and conditions set forth in a draft of agreement and lease, copy of which was filed with said petition as Petitioner's Exhibit No. 2. Said petition further recited certain of the terms of said proposed agreement and lease and there were also filed therewith as Petitioner's Exhibit No. 3 a written communication addressed to the Petitioner by Wallace J. Smith, Vice President of The Read Drug and Chemical Company of Baltimore City dated August 31st, 1937, setting forth the conditions upon which said Company was willing to enter into said agreement and lease, and also as Petitioner's Exhibit No. 4 a further communication addressed to your Petitioner by said Company, dated November 3, 1937 extending the time for the completion of said proceedings and the execution of said agreement and lease to and including December 15th, 1937. And your Petitioner prayed that this Honorable Court pass an order authorizing and ordering the execution of the proposed agreement and lease by him as Committee as aforesaid with The Read Drug and Chemical Company of Baltimore City.

3. That said proceeding has not been fully completed nor has the aforesaid proposed agreement and lease been executed by either your Petitioner or The Read Drug and Chemical Company of Baltimore City and certain circumstances have arisen which make it inadvisable for the said The Read Drug and Chemical Company of Baltimore City to enter into said agreement and lease and said Company has offered to pay your Petitioner the full amount of all costs and expenses incurred by your Petitioner in connection with said proceeding and your Petitioner has agreed with the said The Read Drug and Chemical Company of Baltimore City, subject to the approval of this Honorable Court, to dismiss the aforesaid petition filed by him on the 3rd day of December, 1937 as aforesaid, and it has been further agreed that neither your Petitioner as Committee nor the said Read Drug and Chemical Company of Baltimore City shall be under any obligation whatever in connection with said proposed agreement and lease or under any of the covenants and agreements therein contained.

Wherefore your Petitioner prays the passage of an order by this Honorable Court dismissing the aforesaid petition filed in these proceedings on the 3rd day of December, 1937 and relieving your Petitioner as Committee of the person and estate of the said Helen J. Wilson and also The Read Drug and Chemical Company of Baltimore City of and from any liability or obligation to enter into or under any terms or conditions of the abovementioned proposed agreement and lease.

And as in Duty Bound, etc.

George E. Rullman,
Solicitor for Petitioner.

Maurice C. Wilson,
Committee of the Person and Estate of
Helen J. Wilson, a Lunatic.

State of Maryland: Anne Arundel County: SS:

I Hereby Certify that on this 28th day of January, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Maurice C. Wilson, Committee of the person and estate of Helen J. Wilson, Lunatic, and made oath in due of law that the matters and facts set forth in the foregoing Petition are true as therein stated.

As Witness my hand and Notarial Seal.

(Notarial Seal) Granville Lee Meredith,
Notary Public.

The Read Drug and Chemical Company of Baltimore City, a corporation, hereby consents to the passage of an order by this Honorable Court as prayed for in the foregoing Petition.

The Read Drug and Chemical Company
of Baltimore City.

By Arthur Nattant, President.

Upon the foregoing Petition, Affidavit and Consent, it is thereupon this 28th day of January, 1938, by the Circuit Court for Anne Arundel County, in Equity, Ordered, Adjudged and Decreed that the petition of Maurice C. Wilson, Committee of the person and estate of Helen J. Wilson, Lunatic, filed in these proceedings on December 3rd, 1937, be and the same is hereby dismissed, and it is further Ordered that the said Maurice C. Wilson, Committee as aforesaid, and the said The Read Drug and Chemical Company of Baltimore City be and each of them is hereby relieved from any and all liability and obligation of every kind, in or in connection with the proposed agreement and lease referred to in the foregoing petition, to each other, as well as to the Estate of the said Helen J. Wilson, and further that the Estate of the said Helen J. Wilson is relieved of any and all liability and obligation of every kind, in or in connection with the aforesaid proposed agreement and lease, to the said The Read Drug and Chemical Company of Baltimore City.

Linwood L. Clark, Judge.

Petition and Order of Court --Filed Feby. 26, 1940.

To The Honorable, The Judges of said Court:

The Petition of Maurice C. Wilson, Committee of Helen J. Wilson, Lunatic, respectfully shows:

First: That by an Order of this Honorable Court, passed on the 6th day of October, 1937, he was appointed Committee of the person and estate of his mother, the said Helen J. Wilson, and has filed a bond in accordance with said Order with the Clerk of this Court, which bond has been duly approved.

Second: That the said Helen J. Wilson is the owner in fee of a lot or parcel of land situate, lying and being at the interesction of Francis Street and State Circle, in the City of Annapolis, Maryland, having a frontage on Francis Street of 30 feet, 2 inches, with a depth therefrom of 36 feet; being the identical property which was conveyed to Charles A. L. Wilson, since deceased, and Helen J. Wilson, his wife, as tenants by the entireties, by George W. Jones

and Lillian M. Jones, his wife, by deed dated June 26, 1924, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 94, Folio 92. A certified copy of said deed is filed herewith as Petitioner's Exhibit 1, and prayed to be taken as a part hereof.

Third: That the above described property, owned by said Lunatic, and improved by a building which is in a poor state of repair and at present is bringing little, if any, income to the owner; and with a view of improving the property and increasing substantially the income therefrom, your Petitioner has negotiated an agreement and lease with The Read Drug and Chemical Company of Baltimore City, a body corporate, upon the terms and conditions therein particularly set forth, a copy of the proposed agreement and lease is filed herewith, marked "Petitioner's Exhibit No. 2" and prayed to be taken as part hereof. Under the terms of said proposed agreement and lease, the said Read Drug and Chemical Company of Baltimore City agrees to erect and construct on the aforesaid property, at its expense, a two-story and basement building, in place of the structure now standing and to lease the entire basement of the said new building to be constructed by it, - the upper floors to be at the disposal of the Committee of the said Helen J. Wilson. Said lease is for a term beginning on the first day of June, 1940, or as soon either before or after June 1st, 1940 as the said new building is completed and ready for occupancy and ending on the 31st day of March, 1948, with the option to the Read Drug and Chemical Co. for a renewal term of five years after the expiration of the term stated above as in said proposed agreement and lease more particularly provided.

The building and improvements, except fixtures, erected on this site, will become the property of the said Helen J. Wilson, subject to the aforesaid lease and during the original term of the lease, the Read Drug and Chemical Company of Baltimore City agrees to pay an annual rental of Two Hundred Dollars (\$200.00) payable in equal monthly instalments of Sixteen Dollars and Sixty-seven Cents (\$16.67) on the first day of each and every month in advance and in the event of renewal, an annual rental of Three Hundred Dollars (\$300), payable in equal monthly instalments of Twenty-five Dollars (\$25.) each during the renewal term. Your Petitioner also files herewith a communication addressed to him by The Read Drug and Chemical Company of Baltimore City dated February 15th, 1940 offering upon certain conditions to enter into said agreement and lease, and agreeing in certain event to pay certain costs of this proceeding, which is filed herewith as Petitioner's Exhibit 3, and prayed to be taken as a part hereof.

Your Petitioner also files herewith General Conditions and Specifications with reference to the proposed new building to be erected, and also blue print drawings of said proposed new building as Petitioner's Exhibits 4 and 5, respectively, and prayed to be taken as a part hereof.

Fourth: Your Petitioner further states unto your Honors that the execution of the agreement and lease referred to above is of material advantage, benefit and interest to the said Helen J. Wilson and her estate, as it will add to the income of the estate, and the replacement of the very much delapidated building now on her property by the proposed new structure will greatly enhance the value of her whole property.

Now, Therefore, your Petitioner prays your Honors to pass an Order in the premises authorizing and ordering the execution of the proposed agreement and lease by him, as Committee of the person and estate of the said Helen J. Wilson, with The Read Drug and Chemical Company of Baltimore City.

And, as in Duty Bound, etc.

George E. Rullman
Solicitor for Petitioner.

Maurice C. Wilson,
Committee of Helen J. Wilson.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 26th day of February, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Maurice C. Wilson, Committee of the person and estate of Helen J. Wilson, Lunatic, 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.

Upon the foregoing Petition, Exhibits and Affidavit, it is thereupon this 26th day of February, in the year 1940, by the Circuit Court for Anne Arundel County, in Equity, Ordered and Decreed that Maurice C. Wilson, Committee of the person and estate of Helen J. Wilson, Lunatic, take testimony before one of the standing Examiners of this Court for the purpose of sustaining the statements and allegations contained in this Petition.

Ridgely P. Melvin, A. J.

Testimony and Exhibits on behalf of Petitioner, as to Read Drug and Chemical Co. agreement and lease. --Filed March 4" 1940.

Present:-

Mr. George E. Rullman, Solicitor for Petitioner.

Mr. Louis J. Jira, Solicitor for Read Drug and Chemical Co.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn Court Stenographer.

Witnesses:-

Maurice C. Wilson,----- 2 to 4

Dr. Wm. Y. Kitchen, ----- 5 to 6

Carey L. Meredith, ----- 7 to 8

Charles F. Lee, ----- 9 to 10.

Maurice C. Wilson, a witness of lawful age, being first duly sworn, deposes and says:-

(Rullman.)

1. State your name and address?

A. Maurice C. Wilson, 16 Thompson st., Annapolis, Md.

2. What relation, if any, are you to Mrs. Helen J. Wilson? A. Son.

3. Where is your mother at the present time?

A. At Sykesville Hospital suffering with mental ailment.

4. Are you the person who was appointed Committee for the person and estate of your mother by the Circuit Court for Anne Arundel County?

A. Yes.

5. By an Order of the Circuit Court for Anne Arundel County on the 6th day of October, 1937 in Equity No. 7481?

A. Yes.

Order offered as Exhibit A and filed with the Examiner.

6. What, if any, real estate is owned by your mother?

A. The building No. 3 Francis street, she has title to it.

7. Is this the same property which was conveyed to your father, C. A. L. Wilson and your moth-

er Helen J. Wilson as tenants by the entireties by deed dated the 26th day of June, 1924, from George W. Jones and wife, recorded among the Land Records of Anne Arundel County in Liber W. N. W. 94, folio 92?

A. Yes.

8. I hand you certified copy of that deed and ask you if that is the property?

A. That's right.

9. Is that fee simple property?

A. Yes. Offered as Exam. Exh. B.

10. What relation was C. A. L. Wilson to you? A. He was my father.

11. Is he living or dead? A. He is dead, he died May 27th, 1931.

12. Is there a building on this land? A. Yes.

13. What kind of a building is it?

A. It is brick and wood frame, two and a half stories.

14. Who is now occupying that?

A. I am for a shop, same as always has been.

15. You carry on the business of what? A. Sheet metal work, roofing.

16. What is the condition of the building?

A. It is very bad, far as I can see, pretty poor, about to fall down.

17. What is wanted in the nature of repairs?

A. New walls, new joists, new roof, that about lets it out.

18. What is the present income from the building? A. None.

19. Is there any income to your mother's estate from the building now?

A. Never was any asked for.

20. Have you had any proposition or offer submitted to you with reference to the building or building site?

A. From the Read Drug and Chemical Company.

21. What did they offer to do?

A. Dismantle the building and re - build it provided they could go underneath of us and increase the size of their store.

22. Did they offer to do any building there?

A. Offered to re-build the building as we saw fit.

23. You had plans and specifications offered to you? A. That's right.

24. Has an agreement or a lease been submitted to you?

A. There has been an agreement, I guess you term it a type of lease for thirteen years.

25. Is it 13 or 12?

A. I understood it to be 13, may have changed it in the meantime.

26. I hand you a submitted agreement, it is marked Petitioner's Exh. No. 2, is this the agreement that was offered to you?

A. That's the one.

Offered as Exam. Ex. C

27. I hand you a letter under date of February 21st, 1940 addressed to you and signed by G.M. Murray, Secretary-Treasurer of the Read Drug and Chemical Co., is that also a letter in reference to the proposed lease and agreement?

A. Yes.

.....Filed as Examiner's Exhibit D.

29. As the Committee of your mother's person and estate do you consider it to the advantage of the estate that the Court pass an Order permitting you as Committee to enter into this proposed agreement and lease?

A. I do.

30. Will it tend to increase the value of her property? A. Yes.

31. Would it tend to increase the income of her estate? A. Yes.

32. You have seen the blue prints and the specifications as submitted in accordance with this agreement and lease?

A. Yes.

33. Are these the specifications? A. Yes.

..... Filed as Exam, Exh. E

34. You understand the building to be placed thereon, if this lease and agreement is authorized, will be in accordance with the specifications and blue prints as filed there.

A. That's true.

NO CROSS EXAMINATION.

To the general question under the rule the witness says:

A. No sir.

Maurice C. Wilson.

Dr. William Y. Kitchen, a witness of lawful age, being first duly sworn, deposes and says:-

(Rullman.)

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

A. William Y. Kitchen, 7 Murray ave., Annapolis, Md. Manager of the local store of Read Drug and Chemical Co.

2. How long have you been so employed? A. 11 years.

3. Where is the Read Drug and Chemical store located?

A. 176 Main st., Annapolis, Md. running through to Francis Street.

4. Do you know the property owned by Mrs. Helen J. Wilson? A. Yes.

5. Where is that located?

A. 29 Francis street, Annapolis, Md., in the rear of our store.

6. Do you know of any proposition or agreement or lease that has been offered to the Committee of Mrs. Wilson's person and estate for this property?

A. Yes.

7. State what it is?

A. The Read Drug and Chemical Co. propose to demolish the present building and erect a new building according to the plans and specifications submitted, and to occupy the ground floor on the same level now occupied by 176 Main street under a lease.

8. What type of building are they contemplating putting on this site?

A. Cinder block covered with stucco, two and a half stories.

9. Who is to use the building, how is the building to be used?

A. The basement to be occupied by the Read Drug Company and the two upper floors to be occupied by Mr. Wilson or to be for the use of the Committee.

10. Have you seen the proposed lease and agreement introduced into evidence?

A. Yes.

11. Is this the copy of it filed as Exhibit No. 2, or Examiner's Exh. B?

A.. Yes.

12. Have you seen the specifications and blue prints that have been prepared? A. Yes.

13. They are the ones offered in evidence as Exhibits 4 and 5 or Examiner's Exhibit C and D ?

A. Yes.

14. Has the Read Drug and Chemical Co. obtained any estimates as to the cost for the erection of this proposed building? A. Yes.

15. Will you state what they are generally?

A. The approximate cost for the erection of the building will be \$8,000.

16. Is that just the building?

A. Yes, that is the complete building, including lighting, heating and plumbing, \$8,000.

17. Do you know what the present improvements on that building are?

A. It is a very old building, condition is very poor, I don't know about the value of it, is very little I guess, not in a position to state the value of it.

CROSS EXAMINATION.

(Jira.)

1. In the event the Read Drug and Chemical Co. upon the termination of the proposed lease should see fit not to use the building on the Committee's property or would not care to renew the lease the construction is of such a nature that the Committee could very readily utilize the property for its own purposes? A. Yes.

2. In the event that such a condition should arise upon termination of the lease, or in the event the Read Company does not care to renew the agreement and lease, the Read Co. shall construct a wall so as to make these improvements a unit of the Committee's property?

A. Yes.

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

A. No.

Wm. Y. Kitchen

Carey L. Meredith, a witness of lawful age, being first duly sworn, deposes and says:-

(Rullman.)

1. State your name, residence and occupation?

A. Carey L. Meredith, 38 Franklin st., Annapolis, Md., President of Farmers National Bank.

2. How long have you been President of the Farmers National Bank?

A. Five years.

3. What was your occupation prior to that time?

A. I was in the lumber business from 1903 to 1926 and from 1926 up to the present time I have been an director, and upon inspection and Executive committee of the Annapolis and Eastport Building Association.

4. Part of your duties as Executive and Inspection committee of the Annapolis Eastport Building Association is to appraise property and set values for mortgage loans, is that correct?

A. That's correct.

5. Are you familiar with real estate values in and around Annapolis? A. I am.

6. Have you bought and sold real estate in and around Annapolis?

A. Yes, for 25 or 30 years.

7. Do you know the property at the corner of State Circle and Francis street now owned by

Mrs. Helen J. Wilson? A. Yes.

8. Have you examined that property recently? A. Yes.

9. When did you examine it?

A. This morning, and once before, in 1937 I think.

10. What, in your opinion, is the present value and also the value of the building separately and then give the total of it?

A. The land is valued at \$2500 to \$3500, and the building from \$1800 to \$2400, the total value somewhere between \$4300 and \$5900.

11. As the property now stands with the present improvement on it will it likely produce any income without making extensive repairs?

A. It has some rental value. For any other business than its present use would have to be re-modeled and changed quite a lot.

12. What is the condition of the building?

A. The building of course is very old and not in very good condition, been recently fixed up on the inside for the convenience and use of the present tenant or user, or for anybody wanted to use it as it is. The building is too old to make extensive improvements in.

13. You have heard the testimony offered here as to the proposed lease and agreement to be entered into between Mr. Wilson as Committee for his mother and the Read Drug and Chemical Co., I believe you have already read that agreement?

A. I have read the agreement and looked over the plans and looked over the property.

14. I ask you to state your opinion as to the desirability and advisability of the Committee entering into this agreement?

A. I think it would be very much to their advantage to enter into this agreement.

15. You say you have looked at the specifications and blue print, and in your opinion it would be to the advantage of the estate that this agreement be entered into?

A. Yes.

16. If these improvements are made would it tend to increase the value and income of Mrs. Wilson's estate?

A. It would increase the value of the estate, and also increase the income to the extent of the rent, also increase the value of the land to the estate.

17. You have heard Dr. Kitchen testify as to the type of building and cost of the building they are contemplating erecting? A. I did.

18. Do you think these estimates are fair and reasonable, the building could be erected for that price?

A. Under present market conditions, yes.

NO CROSS EXAMINATION.

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

A. No.

Carey L. Meredith

Charles F. Lee, a witness of lawful age, being first duly sworn, deposes and says:-

(Rullman.)

1. State your name, residence and occupation?

A. Charles F. Lee, Annapolis, Md., Real Estate.

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

A. 31 years.

3. Have you had experience in buying and selling real estate in and around Annapolis during that time? A. I have.

4. What experience have you had in making appraisements?

A. I have represented all the financial institutions in Annapolis, namely the Banks as well as Annapolis and Eastport Building Association. I have qualified as Appraiser in the United States District Court in Baltimore in a number of condemnation cases.

5. You also have made appraisals for the State Road? A. Yes.

6. Then you would say you are familiar with real estate values in Annapolis? A. Yes.

7. Are you familiar with the property at corner of State Circle and Francis street in Annapolis owned by Mrs. Helen J. Wilson? A. I am.

8. Have you examined that property recently? A. Today.

9. What does it consist of?

A. It consists of a two and a half story brick and frame building situate on corner of Francis street and State Circle, a lot of irregular shape adjoining the property which is now leased by the Read Drug and Chemical Co., their property runs back to Main street, but not the Wilson property.

10. Give the Court your opinion as to the present value of the Wilson property, give the lot and building separately and then take the total?

A. The land has a present value of around \$3,000 or \$3,200 and the building probably \$1500 or \$1800.

11. What's the condition of the building?

A. It's in poor condition, very old building and probably not worth spending any money on it in its present condition.

12. At the present time do you think this building could be used to produce any appreciable revenue to the estate? A. Very little.

13. Have you examined and read over the proposed agreement and lease to be entered into by Mr. Wilson as Committee for his mother with the Read Drug and Chemical Co.?

A. I have.

14. In your opinion, is it to the advantage or dis-advantage of the estate that this agreement be entered into?

A. I think it would be very much to her advantage.

15. We have produced specifications and blue prints as to the proposed improvements on the building, have you seen those? A. I have.

16. Do you think it would be to the advantage of the estate of Mrs. Wilson that such a building be erected according to those plans? A. Yes.

17. And be held according to the agreement and lease? A. Yes.

18. You have heard the testimony of Dr. Kitchen as to the cost of the erection of these improvements, in your opinion do you think such a building could be placed thereon at the cost and price testified to by Dr. Kitchen?

A. I think it can.

19. Do you think such an improvement to be to the advantage of the estate of Mrs. Wilson?

A. I do.

20. Is it your opinion that this construction would tend to enhance the value of Mrs. Wilson's

estate? A. Considerably so.

NO CROSS EXAMINATION.

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

A. No.

Charles F. Lee.

There being no other witnesses to be examined on behalf of either of the parties to the cause, this testimony is now closed, and at the request of all parties in interest, is returned to the Court.

Witness my hand and seal this 4th day of March, 1940.

Jno. S. Strahorn (Seal)
Examiner.

Petitioner's Exhibits 2 and 3 --Filed Feby. 26" 1940.

Exhibit No. 3.

Baltimore, Maryland,
February, 21st, 1940.

Maurice C. Wilson, Esq.,
29 Francis Street,
Annapolis, Maryland.

Dear Mr. Wilson:

Referring to the property Nos. 29-31 Francis Street, Annapolis, Maryland, we hereby offer to enter into an agreement and lease in the form and containing the terms and provisions set forth in the draft of agreement and lease hereto attached, provided that the following conditions, each of which is a condition precedent to our entering into said lease and agreement, are complied with:

1. If you have not already done so, you are to cause to be instituted in the Circuit Court for Anne Arundel County a proceeding for adjudication of Helen J. Wilson, the owner of the property, a lunatic and the appointment of yourself as Committee of her person and estate. After the adjudication and appointment of said Committee, you as Committee are to petition said Court in said proceeding for authority to make said agreement and lease, and do or cause to be done all other acts and things in and in connection with said proceeding, including the passage of a proper order of said Court authorizing the making of said agreement and lease, as may be necessary to insure us a valid and binding lease upon the terms set forth in the attached draft. The procedure for said proceeding is set forth generally in the letters dated August 5th and 10th, 1937, from Louis J. Jira, Vice President of The Maryland Title Guarantee Company to F. Fulton Bramble, and in a letter dated August 6th, 1937, from F. Fulton Bramble to Louis J. Jira, copies of which letters have been furnished to Mr. George E. Rullman, who we understand will conduct the proceeding. All papers in connection with this proceeding are before filing to be submitted to and passed on by Mr. Louis J. Jira of The Maryland Title Guarantee Company, who is also to pass on all other matters in connection with said proceeding.

2. In case of any question as to whether said proceeding has been properly conducted and completed so as to insure us a good and merchantable leasehold title under the said agreement and lease, the decision of Mr. Louis J. Jira, Vice President of The Maryland Title Company, shall be final and conclusive.

3. Said proceeding must be duly completed in the manner satisfactory to The Maryland Title Guarantee Company and the aforesaid agreement and lease executed in duplicate by you as Committee not later than April 15th, 1940.

Maurice C. Wilson

2/21/40

In the event that any of the aforesaid conditions are not complied with, we are to be under no obligation to execute said agreement and lease, nor in any manner bound by the terms thereof.

We have signed for identification and transmit herewith a set of plans and specifications showing the improvements contemplated by the attached draft of agreement and lease.

Referring to the cost of the abovementioned proceeding, we understand that the total cost and expense thereof, including court costs, sheriff's costs, witness fees and compensation for expert witnesses, will probably not exceed \$250.00. In the event that the Court authorizes the making of the agreement and lease and the improvements in a proper proceeding conducted and completed as aforesaid, we are willing to contribute to the cost and expense of such proceeding, provided that in no event shall we be required or obligated to contribute a greater sum than Two Hundred and Fifty Dollars (\$250.00).

Very truly yours,

The Read Drug and Chemical Company
of Baltimore City

By E. W. Murray, Secretary

Exhibit No. 2

This Agreement and Lease made this ___ day of _____, 1940, by and between Maurice C. Wilson, Committee of the Person and Estate of Helen J. Wilson, a lunatic, of Anne Arundel County, State of Maryland, herein called "Landlord", and The Read Drug and Chemical Company of Baltimore City, a body corporate, herein called "Tenant".

Whereas, Tenant is the tenant of the property No. 176 Main Street, Annapolis, Maryland, under and by virtue of a Lease dated January 16th, 1933, from Frank Scala to said Tenant, said property so leased to Tenant running through from Main Street to Francis Street, and the first floor thereof being occupied by Tenant's store; and

Whereas, the said Helen J. Wilson has been duly adjudged a lunatic and in a proceeding filed in the Circuit Court for Anne Arundel County, said Maurice C. Wilson was duly appointed and has qualified and is now acting as Committee of the Person and Estate of Helen J. Wilson, and among the property of said Helen J. Wilson held by said Committee is the property known as Nos. 29 and 31 Francis Street, Annapolis, Maryland, adjoining the west side of the abovementioned property No. 176 Main Street now leased by Tenant as aforesaid, and said property Nos. 29 and 31 Francis Street is at present improved by a frame building; and

Whereas, Tenant desires to enlarge its aforesaid store and obtain additional space to that afforded by the aforesaid property No. 176 Main Street and has agreed with Landlord to construct and erect for Landlord on the property Nos. 29 and 31 Francis Street a new building as hereinafter more particularly set forth, and Landlord has agreed to lease to Tenant upon completion of said building a certain portion thereof at the rental and upon the terms and conditions hereinafter more particularly set forth; and

Whereas, said Maurice C. Wilson, Committee as aforesaid, has been duly authorized by order passed, _____ 1940 by the Circuit Court for Anne Arundel County to enter into this agreement and

lease with The Read Drug and Chemical Company of Baltimore City, a copy of said lease having been submitted to and filed in the proceedings in said Court entitled "In the Matter of the Estate of Helen J. Wilson, a Lunatic, Equity No. _____ Docket No. _____, Folio _____", and due proof of the advisability thereof and the benefit therefrom to the Estate of said Helen J. Wilson having been first submitted to said Court.

Witnesseth: that in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto mutually covenant and agree as follows:-

First: The Tenant shall have the right and expressly covenants and agrees to erect and construct at the Tenant's own expense on the lot of ground owned by the said Helen J. Wilson located on the west side of Francis Street, Annapolis, Maryland, and known as Nos. 29 and 31 Francis Street, (Being the same property described in a deed from George W. Jones and Wife to Charles A. C. Wilson and Helen J. Wilson, his wife, dated June 26, 1924, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 94, folio 92, etc.) a two story and basement building in accordance with certain plans and specifications marked "A" dated of even date herewith and signed by the Landlord and by Wallace J. Smith, Vice President of the Tenant. The work to be done by Tenant shall also include the tearing down of the present structure on said property and Tenant is hereby given the right to remove the same and all materials from the building so razed shall be the property of the Tenant.

It is understood that the present building at Nos. 29 and 31 Francis Street is now occupied and Landlord covenants and agrees that he will cause said occupants or tenants to vacate and remove all their property from said premises within fifteen (15) days after the execution of this lease and agreement pursuant to the aforesaid order of the Circuit Court for Anne Arundel County authorizing the making of the same. Tenant agrees to complete said new building or cause the same to be completed within a period of four months from the date of the beginning of the work, but Tenant shall not be required to begin the work prior to the expiration of fifteen days after the execution of this agreement and lease by Landlord and Tenant pursuant to the aforesaid order of the Circuit Court for Anne Arundel County authorizing the same and after delivery of possession of said property to Tenant free of all occupants and their property. In the event Landlord fails to so deliver possession within the time aforesaid, Tenant may at its option terminate this agreement by giving notice to Landlord of its intention so to do and thereupon shall be under no further liability to Landlord.

It is further agreed that if Tenant shall be unable to complete said building within the time aforesaid because of strikes, labor troubles, inability to obtain materials, weather conditions, or other causes beyond the Tenant's control, Tenant shall not be liable because of said delay, but in such event Tenant shall use reasonable diligence to complete said building as soon as possible after the expiration of said four month period.

Second: In consideration of the construction of the aforesaid building by Tenant and of the mutual covenants and agreements herein contained and pursuant to the order passed by the Circuit Court of Anne Arundel County _____, 1940, the Landlord hereby leases to the Tenant and the latter leases from the former, the following described property located in the City of Annapolis, Anne Arundel County, Maryland, upon the following terms and conditions:-

1. The property leased is the entire basement of the aforesaid new building to be constructed by Tenant on the west side of Francis Street and known as No. 29 and 31 Francis Street.

In order to further identify the location of said basement, the floor level of said basement will be located at the floor level of the first floor now occupied by Tenant's store in the property No. 176 Main Street. Whenever in this lease and agreement the term "demised premises" is used it shall be construed to mean the basement of the aforesaid new building, but shall not include the other portion of said building, said other portion consisting of the first and second floors thereof.

2. This lease is for a term of seven (7) years and ten (10) months, beginning on the 1st day of June, 1940, and ending on the thirty-first day of March, 1948, with the option to the tenant for a renewal term as hereinafter set forth, provided that if the building to be erected by the Tenant shall be completed and the demised premises ready for occupancy prior to June 1st, 1940, then the term of this lease shall begin and the rent shall be payable from the date the premises are so ready for occupancy, and provided further that if without fault of the Tenant the aforesaid building shall not have been completed and the demised premises ready for occupancy until after June 1st, 1940, the term of this lease shall begin and the rent shall be payable from the time said building is completed and the demised premises are ready for occupancy.

3. As rental during the original term, the Tenant shall pay an annual rental of Two Hundred Dollars (\$200.00) payable in equal monthly instalments of Sixteen Dollars and Sixty-seven Cents (\$16.67) each on the first day of each and every month in advance. Should the demised premises be ready for occupancy on a date other than the first day of the month, the Tenant shall as to such month pay rent only for that portion thereof during which the demised premises are ready for occupancy.

4. Tenant shall have the right to assign this Lease and to sublet the demised premises in whole or in part at any time during the original term or any renewal term or terms.

5. Tenant shall have the right to use the demised premises for any and all lawful purposes, including the conduct therein of a business similar to that conducted by the Tenant at any of its stores in the State of Maryland (its business being that of retail chain drug stores) with the right to sell any and all commodities which are now or may hereafter be sold at any of Tenant's said stores, and particularly the right to sell wines, liquors, beer, alcoholic beverages and distilled spirits of every kind. Landlord further covenants and agrees that he will at any time and from time to time assist Tenant in procuring such license, licenses, or permits as may be necessary for the sale as aforesaid by Tenant in, on or from the demised premises of the aforesaid wines, liquor beer and alcoholic beverages and distilled spirits of every kind, and that he will sign all applications, consents and/or other papers that may be necessary, proper or convenient for or in connection with the procuring of any such license, licenses or permits by Tenant, provided such signing will not impose any liability on the Landlord.

6. Subject to the right of the Tenant to use the demised premises for the purposes herein permitted, the Tenant agrees that it will not do or permit to be done anything on the premises which will contravene the policies of insurance against loss by fire on the building of which the demised premises are a part, and if any act of the Tenant other than the use of the premises for the purposes for which the property is leased shall increase the rate of fire insurance chargeable from time to time during the term of this lease or any renewal term, then in addition to the rental the Tenant shall be liable also for any additional premium or premiums resulting from such increase in rate.

7. In addition to the erection of the building as hereinbefore agreed and permitted to be

made by Tenant, Tenant shall have the right at any time and from time to time during the term of this lease and any renewal term or terms, to make such changes, alterations and improvements in and to the demised premises as the Tenant may deem desirable, the entire cost thereof to be borne by the Tenant. In the event that Tenant shall make any changes, alterations or improvements, it shall not be under any obligation to restore the demised premises to the same condition as existed at the time of completion of the building of which the demised premises is a part, provided, however, that upon the expiration of the original term, or in the event of a renewal, then at the expiration of said renewal term, the Tenant shall at its own cost construct a wall on the demised premises so as to close the opening between the demised premises and the first floor of the property No. 176 Main Street, said wall to be approximately twelve inches in thickness and to be located on the demised premises and along the title lines thereof separating the demised premises and the property No. 176 Main Street.

8. During the term of this lease or any renewal term, the Tenant shall keep the interior of the demised premises in good order and repair and the Landlord shall keep the exterior of the premises, including the roof, rainspouting and sidewalk in good order and repair. Subject to the obligation of the Landlord to keep in repair certain portions of the leased premises as hereinbefore provided, Tenant shall at the expiration of the original term, or in case of renewal, at the expiration of the renewal term, surrender possession of the demised premises to the Landlord in as good condition as when received, damages to the premises by fire, the elements or other cause not caused by the Tenant, its agents or employees, natural wear and tear, unavoidable accidents and restoration of the premises except as hereinbefore provided to its original condition, excepted.

9. In the event that the demised premises shall at any time be damaged or injured by fire, storm or other happening, or in the event that it shall be condemned by any authority having power to condemn same, and in the further event that such happening or condemnation shall not render the same untenable, the Landlord shall promptly, at his own cost, do such things as may be necessary to repair said damage or comply with said notice of condemnation, and the rent shall not be abated.

Should such cause render the demised premises untenable and yet the same can be made tenable by the exercise of reasonable diligence within a period not exceeding six months from the date of such happening, the Landlord shall likewise proceed to repair such damage and to comply with such requirements, and the rent shall be abated pending the period the said premises are untenable.

In the event that any of the causes aforesaid shall result in the destruction of the building of which the demised premises is a part or in such injury thereto as to make it impossible to repair the damage and have the demised premises again tenable within a period of six months from the date of such happening, the tenancy shall, except as hereinafter provided, end as of the date of such happening and the parties shall be under no further liability to one another; provided, however, that if, within a period of fifteen (15) days after being advised of the insurance collectible, the Tenant shall, in writing, notify the Landlord that it desires to have the property restored and the tenancy continued, then the Landlord shall be required to proceed to have said ~~proceed to have said~~ property restored or rebuilt, and shall be required to apply thereto all proceeds of fire or other insurance collected, - the Tenant engaging in that event to pay any excess cost of such restoration over and above

the amount of said proceeds of insurance. The Landlord shall within thirty days after the date of said fire or other happening notify the Tenant in writing of the amount of insurance collectible.

10. The Landlord agrees to carry fire insurance on the property to the extent of its full insurable value from time to time, and in event of the Tenant requiring restoration of the property, as hereinbefore set forth, the proceeds of said insurance shall be applied as hereinbefore specified, and upon the restoration of said building and as soon as the demised premises are tenable, the payment of rent shall be resumed and the lease shall continue in effect to the same extent as if said injury had not occurred. Should the Landlord fail to carry fire insurance to the extent of the full insurable value of the property as hereinbefore provided, the Tenant shall have the right to procure such amount of fire insurance as may be necessary to bring the total amount of the insurance to the full insurable value and pay the premiums therefor and deduct the amount of any premium so paid from the rent then due or thereafter becoming due.

11. In case the rent hereby agreed to be paid shall at any time be in default, and of said default continuing for a period of ten days or more, the Landlord shall have the right to distrain, and in case the Tenant shall violate any of the covenants on its part herein contained and shall fail to rectify said default within a period of fifteen days after being notified in writing thereof by the Landlord, the Landlord shall be entitled to reenter and annul this lease.

12. The Tenant shall have the right to erect on the demised premises, including the exterior thereof, sign or signs of such size and style as the Tenant may from time to time desire.

13. It is further agreed that the Tenant shall have the right at any time and from time to time during the term of this lease or any renewal term to run and connect in the demised premises and in the building of which it is a part all necessary pipes and conduits for electric, gas and water lines, all necessary ducts and conduits for air conditioning or heating, and all wiring that may be necessary for the proper conduct of its business with the right to the Tenant, or anyone to whom it may sublet or assign, to repair and maintain said pipes and wiring so long as said demised premises is leased by the Tenant, its sublessees or assignees.

14. It is further agreed that in case the Tenant shall be adjudicated a bankrupt or insolvent, or if the Tenant shall make a general assignment for the benefit of its creditors, or if a receiver or trustee shall be appointed for its business and shall not be discharged within sixty (60) days, then in any of said events or contingencies, this lease and the tenancy hereby created shall at the option of the Landlord cease and determine, the rent to be paid to the date of the happening of such contingency, and the Landlord shall have the right to immediately reenter and take possession of the premises.

15. It is also agreed that the Landlord shall pay all taxes, public dues, charges, including minor privilege charges, and assessments of every kind, character and description levied on or against the demised premises, or the property of which the demised premises is a part, provided that Tenant shall pay for all water used in the demised premises. Should Landlord fail to pay when due and payable all taxes and other charges herein agreed to be paid by Landlord, the Tenant shall have the right to pay the same and to deduct the amount or amounts so paid from the rent whether then due or thereafter becoming due.

16. It is further agreed that all fixtures and all air conditioning or air cooling apparatus, machinery and equipment installed by the Tenant in the demised premises during the term of this lease or any renewal term shall belong to and be the property of the Tenant and the Tenant

shall have the right to remove the same either at any time during or at the end of said original term or at any time during or at the end of any renewal term.

17. It is agreed that so long as the Tenant or anyone to whom it may assign or sublet shall occupy the demised premises or any portion thereof under this lease or any renewal thereof, the Landlord will not lease, use or permit any person, firm or corporation to use any other property owned by the Landlord and located within a radius of five hundred feet from the demised premises for the purpose of conducting in said property a drug store or pharmacy, or selling therein drugs, medicines, hospital and sick room supplies, or any one or more of said articles.

18. Any notice required or permitted by this lease to be given by either party to the other shall be in writing, and may be either personally delivered or sent by registered mail properly addressed to the said parties, their agents or representatives, assigns or successors, or some one of them, at the last known address of such addressee and deposited in the United States Post Office, either at Baltimore, Maryland, or Annapolis, Maryland, and the date of so depositing shall be deemed the date of giving such notice.

19. It is further agreed that the Tenant shall have the option to extend or renew this lease for a further term of five years beginning April 1st, 1948, and ending March 31st, 1953 at a rental of Three Hundred Dollars (\$300.00) per year, and upon the exercise by Tenant of said option, this lease, together with all its terms and provisions, shall continue in full force and effect during said renewal term except that the rental shall be Three Hundred Dollars (\$300.00) per year and there shall be no further right of renewal.

The Tenant by continuing to occupy the leased premises after the expiration of the original term shall be deemed and considered to have elected to avail itself of its option to renew this lease, and in such event this lease shall continue for said renewal term without the necessity of any notice from the Tenant to renew the same; provided, however, that if the Tenant shall cease to occupy the demised premises at or before the expiration of the original term, this lease and the tenancy hereby created shall cease and determine at the end of the original term without the necessity of any notice from either the Landlord or the Tenant to terminate the same; provided further, that within ninety (90) days prior to the expiration of the original term, the Landlord shall have the right to request the Tenant (said request to be in writing) to advise him whether Tenant intends to renew this lease, and in the event of Landlord making such request, Tenant shall within fifteen (15) days after the receipt of such request notify Landlord in writing whether it intends to renew this lease. In the event that Tenant either notifies Landlord that it intends to renew, or fails to notify Landlord of its intention within fifteen (15) days after the receipt of said request, Tenant shall be deemed to have elected to renew this lease, but if within fifteen (15) days as aforesaid, Tenant notifies Landlord that Tenant does not intend to renew, this lease shall terminate at the end of the original term.

20. This lease together with all its covenants, terms and provisions shall enure to the benefit of and bind Maurice C. Wilson, Committee of the Person and Estate of Helen J. Wilson, the said Helen J. Wilson, and The Read Drug and Chemical Company of Baltimore City, their respective personal representatives, heirs, successors and assigns.

As Witness the hand and seal of the Landlord and The Read Drug and Chemical Company of Baltimore City, Tenant, has caused these presents to be signed in its name by its ___ President

and its corporate seal to be hereunto affixed, and attested by its Secretary.

Witness:

Committee of the Person and Estate (Seal)

of Helen J. Wilson

Attest:

The Read Drug and Chemical Company

of Baltimore City

Secretary

By _____
President

State of Maryland: Anne Arundel County, SS:

I Hereby Certify that on this ____ day of ____ 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Maurice C. Wilson, Committee for the Person and Estate of Helen J. Wilson, a Lunatic, the Landlord named in the foregoing Lease, and acknowledged said Lease to be his act.

As Witness my hand and Notarial Seal.

Notary Public.

State of Maryland: City of Baltimore: SS:

I Hereby Certify that on this ____ day of ____ 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared, _____, _____ President of The Read Drug and Chemical Company of Baltimore City, the Tenant named in the foregoing Lease, and he acknowledged said Lease to be the act of the said Corporation.

As Witness my hand and Notarial Seal.

Notary Public.

Agreement to submit for immediate Decree. --Filed March 4" 1940

To the Honorable, the Judges of said Court:-

The Solicitor for the Petitioner, Mr. George E. Rullman, and the Solicitor for the Read Drug and Chemical Company, Mr. Louis J. Jira, hereby consent to the immediate passage of a Decree in the above entitled case, and hereby waive the Rule of Court requiring the Testimony to lie in Court for ten days before passage of a Decree., and now submit the same for immediate Decree.

Respectfully submitted,

George E. Rullman

Attorney for Petitioner.

Louis J. Jira

Attorney for Read Drug and Chemical Co.

Decree authorizing Committee to execute Agreement of Read Drug & Chemical Co. Decree March 4, 1940.

This case having been submitted, and the testimony read and considered:

It is thereupon this 4th day of March, 1940, by the Circuit Court for Anne Arundel County, sitting in Equity, Ordered and Decreed that Maurice C. Wilson, Committee of the Person and Estate of Helen J. Wilson, be and he is herewith authorized and permitted to execute the agreement and lease, filed in these proceedings, with the Read Drug and Chemical Company of Baltimore City, as Committee and Trustee of the Estate of Helen J. Wilson, Lunatic.

Ridgely P. Melvin, A. J.

Carrie Kimpel & husband : No. 7934 Equity
 vs. : In the Circuit Court for
 Gessina Hofmeister, et al. : Anne Arundel County.

For previous proceeding see Liber J. H. H. No. 48 folio 236 etc.

Certified Copy --Filed April 13" 1940.

To The Honorable, The Judge of Said Court,

The Report of Sale of Morris A. Rome, Frederick H. Hennighausen, Kenneth H. Ekin and Daniel S. Sullivan, Trustees appointed by a Decree of this Court passed on May 11th, 1939, and modified by a Decree passed on June 30th, 1939, and they have sold to the following:

John S. Hofmeister- an Annuity or annual ground rent of Thirty dollars, issuing out of a lot of ground in Anne Arundel, County, on Stoney Creek, known as Lots 7 and 8, Block D, Armi-ger's Addition to Green Haven, at and for the sum of Three hundred dollars \$300.00

Morris A. Rome

Trustee.

Frederick H. Hennighausen,

Trustee.

Kenneth H. Ekin

Trustee.

Daniel S. Sullivan

Trustee.

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify, that on this 30th day of January, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Morris A. Rome, Frederick H. Hennighausen, Kenneth H. Ekin and Daniel S. Sullivan, 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 sales thereby reported were fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal)

Lillian C. Kullick

Notary Public.

ORDER NISI

Ordered, That the private sale of the property mentioned in these proceedings, made to John S. Hofmeister and reported by Morris A. Rome, Frederick H. Hennighausen, Kenneth H. Ekin and Daniel S. Sullivan, Trustee, be ratified and confirmed, unless cause to the contrary there- of be shown on or before the 1st day of March, 1940; provided a copy of this order be inserted in some daily newspaper, printed in Baltimore City, once in each of three successive weeks be- the 23rd day of February, 1940.

The report states the amount of private sale to be \$300.00.

Joseph N. Ulman

Certificate of Publication

Baltimore, Feb. 14, 1940

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court No. 2 of Baltimore City, Case of Carrie Kempel, et al. vs. Gessina Hofmeister was published in The Dai-ly Record, a daily newspaper published in the City of Baltimore, once in each of three succes- sive weeks before the 23rd day of Feb., 1940

First insertion Jan. 31st., 1940.

The Daily Record

Per Arthur M. Stevenson, 3rd.

Ordered by the Circuit Court No. 2 of Baltimore City, this 2nd day of March, 1940, 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.

Joseph N. Ulman

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 30th January 1940, Certificate of Publication, filed 2nd March, 1940, Order Nisi, signed the 30th January 1940, Final Order signed the 2nd March 1940.

now on file in this office in the cause therein entitled.

In Testimony Whereof, I hereto set my hand and affix the seal of said Circuit Court No. 2, this ____ day of _____, A. D. 19__

(Court Seal)

Charles A. McNabb,
Clerk.

For further proceedings see Liber J. H. N. No. 49- folio 276, etc.

J. Dudley Digges, Assignee,	:	No. 7866 Equity.
vs.	:	In the Circuit Court for
John T. Hall, Ella Hall, his wife.	:	Anne Arundel County.

Titling -- Filed August 2" 1939

Mr. Clerk:

Please docket the above styled suit and file original mortgage from John T. Hall, Sr. and Ella Hall, his wife, to The Eastern Shore Trust Company, a body corporate, dated July 26, 1929, and recorded among the Land Records of Anne Arundel County, in Liber F S R 49 folio 464.

J. Dudley Digges, Assignee.

Mortgage -- Filed Aug. 2" 1939.

This Mortgage, Made this 26th day of July in the year one thousand nine hundred and twenty-nine, by and between John T. Hall and Ella Hall, his wife, of Anne Arundel County parties of the first part, and The Eastern Shore Trust Company, a body corporate, duly incorporated under the laws of the State of Maryland, party of the second part:

Whereas, the said parties of the first part part of the first part stand justly and bona fide indebted unto The Eastern Shore Trust Company, a body corporate, in the full sum of fifty-two hundred dollars (\$5200.00) current money, for which sum they have given their one principal promissory note of even date herewith, payable to the order of the said, The Eastern Shore Trust Company, a body corporate, three years after date, with interest at the rate of 6 per cent per annum, payable semi-annually, and wishing to better secure the punctual payment of said note and

interest 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 those pieces or parcels of ground situate, lying and being in eighth Election District Anne Arundel County, State of Maryland, and described as follows, to wit:

1. The property which John T. Hall, Sr. inherited as sole heir of his mother Mary Thomas Hall.
2. Five acres of land conveyed to John T. Hall Sr. by Charles Ennis
3. Fifteen acres conveyed to John T. Hall, Sr. by Sellman Hall.

Excepting from the property inherited from Mary Thomas Hall seven acres being in the first district on the opposite side of road from Mt. Zion to Solomons. Excepting also 2 tracts conveyed by said Hall to Moreland and Clayton.

The property hereby conveyed containing in the aggregate 147 acres of land more or less.

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

To Have and to Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of the party of the second part, its successors 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 and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

And it is agreed that, until default be made in the premises, the parties of the first part shall possess the aforesaid property, upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property; which taxes, assessments, public dues, charges, mortgage debt and interest the said part___ 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, The Eastern Shore Trust Company, its successors or assigns, or Lansdale G. Sasscer, its attorney or agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns and which sale shall be made in manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed 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 a fee of twenty dollars to the party making sale and 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, its successors or 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 his, her or their personal representatives or assigns, or to whoever may be entitled to the same.

And it is Further Agreed, that if the property aforesaid shall be advertised for sale and not sold under the provisions of this Mortgage, then the party or parties rightfully so advertising the same shall be entitled to one-half the commission above provided, computed on the amount of the debt hereby secured and remaining unpaid, expenses of advertisement, and other legal costs.

And the said parties of the first part for them and for his, her or 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 _____ Dollars, and to cause the policy, to be effected thereon, to be so framed or indorsed, as, in case of fire, to inure to the benefit of the said, The Eastern Shore Trust Company, its successors or assigns to the extent of his, her or their lien or claim hereunder.

Witness their hands and seals

Test:

John T. Hall, Sr. (Seal)

Ella Hall (Seal)

State of Maryland, Prince George's County, SS:

I Hereby Certify that on this 26th day of July in the year of our Lord one thousand nine hundred and twenty-nine before the subscriber, a Notary Public of the said State, in and for the County aforesaid, personally appeared in said County John T. Hall, Sr. and Ella Hall, his wife, grantors in the foregoing deed and did acknowledge the foregoing Mortgage to be their act.

Witness my hand and official seal.

(Notarial Seal)

Samuel P. Chew

Notary Public.

State of Maryland, Prince George's County, SS:

I Hereby Certify that on this _____ day of July in the year one thousand nine hundred and twenty-nine before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared in said County, Lansdale G. Sasscer, Agent for The Eastern Shore Trust Company, 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 is the duly constituted agent of The Eastern Shore Trust Company, and is duly authorized to make this affidavit.

Witness my hand and official seal.

NOTE

\$5200.00

July 26th., 1929

Secured by Mortgage of even date Herewith Three years after date we jointly and severally promise to pay to the order of The Eastern Shore Trust Company Fifty-two hundred Dollars With interest at six per cent per annum payable semi-annually.

Value Received

John T. Hall, Sr.

Ella Hall

Assignment

For Value Received The Eastern Shore Trust Company, a body corporate, hereby assigns the within Mortgage to The Eastern Shore Trust Co. Trustee, Daingerfield vs. Daingerfield Equity 6610. Witness the hand of its Vice-President and attested by its Cashier under its corporate seal this 22 day of October, 1931.

Attest: W. E. Seiggs

Cashier.

Lansdale G. Sasscer

Vice-President.

Received for Record 24 day of Oct. 1931, at 9 o'clock A. M. and same day recorded in Liber F. S. R. No. 49 Fol. 466 Land Records of Anne Arundel County.

Frank S. Revell, Clerk.

For Value Received, the County Trust Company of Maryland, successor to The Eastern Shore Trust Company, Trustee, Daingerfield Vs. Daingerfield, Equity No. 6610, Prince George's County, Maryland, hereby assigns the within mortgage to J. Dudley Digges for the purpose of foreclosure.

Witness the hand of its Vice-President and attested by its Assistant Secretary under its corporate seal this 2nd day of August, 1939.

Attest:

Reeves H. Blandford

Assistant Secretary.

(Corporate Seal)

County Trust Company of Maryland, successor to The Eastern Shore Trust Company, Trustee, Daingerfield vs. Daingerfield, Equity No. 6610.

By: Samuel A. Wyvill, Vice-President

Received for Record 2 day of Aug. 1939 at 3 o'clock P. M. and the same day recorded in Liber F.S.R. No. 49, Fol. 466 Land Records of Anne Arundel County.

John H. Hopkins, Clerk.

Bond --Filed & Approved Aug. 30" 1939

Know All Men By These Presents, That we, J. Dudley Digges, Ida E. Wyvill and Samuel A. Wyvill of Prince George's County are held and firmly bound unto the State of Maryland in the full and just sum of sixty-five hundred Dollars to be paid to the State of Maryland, aforesaid, or its certain attorney to the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, personal representatives and assigns, jointly and severally firmly by these presents sealed with our seals and dated this 28th day of August 1939.

Whereas, The said J. Dudley Digges is about to exercise the power of sale contained in a certain mortgage from John T. Hall and Ella Hall, his wife, to The Eastern Shore Trust Company, dated July 26, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 49 at folio 464, default having occurred under the terms of said mortgage.

The Condition of the above obligation is such that if the said J. Dudley Digges, Assignee, shall well and faithfully perform the trust reposed in him by said mortgage and shall abide by and fulfill any order or decree which shall be made by any Court of proper jurisdiction in relation to the said mortgaged premises, then this obligation shall be void, else to be and remain in full force and virtue of law.

Gladys R. Duvall

J. Dudley Digges (Seal)

Ida E. Wyvell (Seal)

Samuel A. Wyvill (Seal)

If the above bond were offered in the Circuit Court for Prince George's County, Md. I

would approve same.

(Court Seal)

Brice Bowie, Clerk of the
Circuit Court for Prince George's County.

Report of Sale and Order Nisi --Filed Aug. 31st. 1939

To the Honorable Judges of said Court:

The report of J. Dudley Digges, Assignee, in a certain mortgage from John T. Hall and Ella Hall, his wife, to The Eastern Shore Trust Company, a body corporate, dated July 26, 1929, and recorded among the Land Records of Anne Arundel County, in Liber F S R 49 at folio 464, default having occurred under the terms of said mortgage, respectfully shows:

That after giving bond with security for the faithful performance of the trust and after having complied with all other pre-requisites as required by law, default having occurred under the terms of said mortgage, and after giving notice of the time, place, manner and terms of said sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, at least three successive weeks before the day of sale he did, pursuant to said notice, attend on the premises, in the town of Lothian, Maryland, on Wednesday, August 30, 1939, at 11:00 A. M., and then and there proceed to sell the said property in the manner following, that is to say:

Said Assignee did offer at public auction to the highest bidder the property mentioned in said mortgage as being in the town of Lothian, Anne Arundel County, Maryland, containing an aggregate of 147 acres of land, particularly described in said mortgage, and sold the same to Genevieve Bohland at and for the sum of Six Thousand Five Hundred (\$6,500.00) Dollars, she being at that sum the highest bidder thereof.

J. Dudley Digges,
Assignee.

State of Maryland, Prince George's County, SS:

I Hereby Certify that on this 31 day of August, 1939, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared J. Dudley Digges, Assignee, and made oath in due form of law that the matters set forth in the foregoing report of sale are true, that he personally attended said sale, and that said sale was fairly made.

Witness my hand and notarial seal.

(Notarial Seal)

Ida E. Wyvill
Notary Public.

ORDER NISI

Ordered by the Circuit Court for Anne Arundel County, Maryland, this 31st day of August, 1939, that the sale made and reported by J. Dudley Digges, Assignee, be ratified and confirmed unless cause to the contrary be shown on or before the 2nd day of October, 1939; 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 2nd. day of October, 1939.

The report of sale shows the amount of the sale to be Six Thousand Five Hundred (\$6,500.00) Dollars.

John H. Hopkins, 3rd.
Clerk of the Circuit Court for
Anne Arundel County, Md.

Certificate of Publication

Annapolis, Md., Oct. 10" 1939

We hereby certify, that the annexed Order Nisi--Sale--Digges, vs. John T. Hall et al--7866 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 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 By The Court, This 10th day of October, 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, Judge.

Statement of Mortgage Claim --Filed Oct. 20th, 1939

Principal

\$5200.00

Interest from July 26, 1938 to Oct. 10, 1939

377.87

\$5577.87

County Trust Company of Maryland, Mortgagee.

By Sasscer & Digges, Attorneys

By Ida E. Wyvill

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this eighteenth day of October, 1939, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared J. Dudley Digges, Assignee, and made oath in due form of law that the foregoing is a true and correct statement of the mortgage claim in the above entitled case.

Witness my hand and Seal Notarial.

(Notarial Seal)

Laura R. Jickling,

Notary Public.

Petition, Affidavit and Order of Court, etc. --Filed Nov. 29, 1939

To The Honorable, The Judges of Said Court:

The petition of Genevieve Bohland respectfully states:

First - That your petitioner was the purchaser of the tract of land described in the mortgage filed in this case, at and for the sum of sixty five hundred dollars, which property was intended to comprise one hundred and forty seven acres of land, more or less.

Second - That your petitioner had ordered a survey to be made of said property, employing the Title Guarantee and Trust Company of Baltimore to examine the title thereto, and the ratification of the sale, as made to your petitioner, was to have been held up until after the completion of the survey, but, through an inadvertence, the sale was ratified and confirmed before the Title Guarantee and Trust Company had had an opportunity to inspect the plat of said survey.

Third - That upon an inspection of said property, it was felt that there may be some question as to title which should be determined by this Court, and your petitioner desires to have the ratification of sale made on October 10 1939, rescinded, so that exceptions may be

filed by your petitioner, which exceptions may be acted upon by this Honorable Court.

Your petitioner appends hereto an assent by J. Dudley Digges, Assignee, to the passage of an order rescinding the said ratification of sale.

And as in duty bound, etc.

Paul J. Wilkinson

Genevieve Bohland

C. Alex Fairbank Jr.

Petitioner

Solicitors for petitioner.

State of Maryland, City of Baltimore, Sct:

I Hereby Certify That on this 22nd day of November, in the year nineteen 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 Genevieve Bohland, the petitioner herein named, and made oath in due form of law that the matters and facts stated in the foregoing petition are true, to the best of her knowledge and belief.

Witness my hand and notarial seal.

(Notarial Seal)

Alex. Kinnaird

I- J Dudley Digges - assignee under the above mentioned mortgage, do hereby assent to the passage of the order, as prayed.

J. Dudley Digges, Assignee

Upon the foregoing petition, affidavit and assent it is ordered by the Circuit Court for Anne Arundel County this 29th day of November, nineteen hundred and thirty nine, that the order of this Court dated October 10 1939, ratifying the sale made by J Dudley Digges, assignee, of the property mentioned in these proceedings, be, and the same is hereby rescinded.

Ridgely P. Melvin,

Nov. 29, 1939.

Judge.

Exceptions --Filed Nov. 29, 1939.

To The Honorable, The Judges of Said Court:

Your exceptant - Genevieve Bohland - the purchaser of the property in these proceedings mentioned, excepts to the ratification of the sale made to her for the following reasons:

First - For that the mortgage from John T Hall Sr and wife to the Eastern Shore Trust Company dated July 26 1929, and recorded among the Land Records of Anne Arundel County in Liber F S R No 49 folio 464, under which the sale to your exceptant was made, is defective in the following particulars:

A - There is no witness to the signatures in said mortgage

B - There is no affidavit by an officer or agent of the mortgagee as to the bona fides of the consideration in said mortgage.

Second - For that the mortgage, above referred to, purports to convey " the property which John T Hall Sr inherited as sole heir of his mother - Mary Thomas Hall - excepting therefrom seven acres in the First District on the opposite side of the road from Mt Zions to Solomons ", and certain other parcels, which John T Hall Sr acquired by deed, where, as a matter of fact, the entire farm sold to your exceptant by the above named assignee contained property acquired by John T Hall Sr upon the death of his mother - Mary Thomas Hall - and also property acquired by John T Hall Sr as devisee under the will of his uncle - Daniel Murray Thomas -, and it is the opinion of your exceptant that the description contained in said mortgage is insufficient to cov-

er the entire property attempted to be now conveyed by the said J Dudley Digges, assignee.

Third - And for other good and sufficient reasons to be assigned at the hearing of the case.

Paul J. Wilkinson

Genevieve Bohland

C Alex. Fairbank Jr.

Exceptant.

Solicitors for exceptant.

Answer to Exceptions to Ratification of Sale --Filed Dec. 19" 1939.

To the Honorable Judges of said Court:

Answering these exceptions, J. Dudley Digges, Assignee, respectfully states:

1. Answering the first exception this Assignee admits that the signatures in said mortgage were not witnessed, but says the requirement of such witnesses to the signatures was cured by the Curative Acts passed by the Maryland State Legislature.

Further answering said exceptions designated as "B", this Assignee admits that the said mortgage contained no affidavit of consideration, but states that he believes the absence of such an affidavit in no way impairs the validity of the mortgage between the parties, and that the only parties that could be heard to claim priority to this mortgage would be any creditors of John T. Hall, Sr., the owner.

He further states that John T. Hall, Sr. is now deceased and his estate has been administered on under the jurisdiction of the Orphans' Court for Anne Arundel County, Maryland; that all claims filed therein, with the exception of the debt due under this mortgage have been paid and satisfied, and therefore since a mortgage without an affidavit of consideration is valid between the parties, there is no possibility of any intervening claims rendering a deed given by this Assignee junior to them.

2. Answering the second exception, this Assignee states that it was the intention of all the parties at the time of the giving of the mortgage to the Eastern Shore Trust Company to cover the entire property which John T. Hall, Sr. owned and all his interest therein, saving and excepting seven (7) acres in the First District of Anne Arundel County, Maryland. He states further that a description in a deed or mortgage is used as a means of identification, rather than for limitation and offers to show by competent testimony that it was the intention of all the parties that all of the interest of John T. Hall, Sr. in and to the said property should be covered by said mortgage.

Having fully answered the exceptions filed to the ratification of this sale, this Assignee respectfully asks that said exceptions be overruled and the sale to Genevieve Bohland ratified.

J. Dudley Digges,
Assignee.

Testimony on Exceptions to Ratification of Sale, Jany. 10th, 1940, before the Court.

Filed Jany. 10th., 1940.

Testimony taken on Exceptions and Answer. Before Judge Ridgely P. Melvin. Jan.10,1940

Present:- Mr. J. Dudley Digges, Solicitor for Assignee,
Mr. Paul J. Wilkinson, Solicitor for Purchaser,
Juliet D. Strahorn, Court Stenographer.

By agreement of Counsel Exceptions heard in open Court.

I hereby certify that the following testimony was taken by me, as Court Stenographer,

before Judge Ridgely P. Melvin, and by me transcribed and filed in this case.

Witness my hand and seal this 10th day of January, 1940.

Juliet D. Strahorn (Seal)
Court Stenographer.

Witnesses: Mrs. Ella Hall,2

Lansdale G. Sasscer,3

Mrs. Ella Hall, a witness of lawful age, being first duly sworn, deposes and says:-

(Digges.)

1. Will you give your full name and your residence?

A. Ella Hall, Anne Arundel County, Md.

2. What relation are you to John T. Hall, Sr.

A. His wife,---I am his widow.

3. Did you and John T. Hall, Sr. your deceased husband, sign a mortgage to the Eastern Shore Trust Company dated July 26th, 1929, which is filed herein?

A. Yes. I did not remember the date, but I know that is correct.

4. That mortgage states that you and Mr. Hall conveyed an interest in the property which Mr. Hall obtained as sole heir of his mother, Mary Thomas Hall, will you state to the Court what the intention of the parties was as to what property you were giving the Bank an interest in?

A. All of it.

5. Was it the intention of the parties to convey to the Bank the entire interest you and Mr. Hall had in the property? A. Oh yes.

CROSS EXAMINATION.

(Mr. Wilkinson)

1. The property that you and Mr. Hall intended to include in that mortgage was the entire property known as "Greenock" excepting the seven acre parcel which your husband owned on the North side of the road?

A. Oh yes, excepting that.

2. That was the same property which your husband acquired as the only heir of his mother, Mary Thomas Hall, and also all interest which he acquired from his Uncle Daniel Murray Thomas?

A. Yes, I think that's correct.

Lansdale G. Sasscer, a witness of lawful age, being first duly sworn, deposes and says:-

(Digges.)

1. State your name, residence and profession?

A. Lansdale G. Sasscer, Upper Marlboro, Maryland; Lawyer.

2. What connection, if any, did you have with the Eastern Shore Trust Company on July 26th, 1929?

A. I was President of the Upper Marlboro Branch at that time, and Vice-President of the whole concern.

3. What connection is there between the Eastern Shore Trust Company and the County Trust Company?

A. The County Trust Company is successor to the Eastern Shore Trust Company.

4. The records disclose on July 26th, 1929 a mortgage was given by John T. Hall, Sr. and Ella Hall, his wife, to the Eastern Shore Trust Company conveying property which John T. Hall, Sr. obtained from his mother, Mary Thomas Hall, state what interest the Bank intended to acquire under that mortgage?

A. The intention was to obtain first lien on the entire interest in the Home place. I recall at the time there was some question or discussion about the mortgage being rather full and very definite, in my recollection, that it was the entire interest in the Home property of Mr. Hall.

CROSS EXAMINATION.

(Wilkinson)

1. You speak of the Home place, you mean by the Home Place the tract of land known as Greenock?

A. That's right, the place where Mr. Hall lived which he inherited from his mother and Uncle.

2. You mean when you say that the Bank was supposed to have acquired the entire interest, you mean the Bank was supposed to acquire all interest Mr. Hall acquired both as heir at law of his mother, Mary Thomas Hall, and as devisee under the Will of his Uncle, Daniel Murray Thomas?

A. That's right, from both sources.

Order Overruling Exceptions and finally Ratifying Sale -- Filed January 12th. 1940

This case being presented to the Court on exceptions to the ratification of the sale made and reported by J. Dudley Digges, Assignee, the answer to these exceptions, and upon testimony taken thereon in open Court, the proceedings were read and considered.

It is thereupon, this twelfth day of January, 1940, by the Circuit Court for Anne Arundel County, in Equity, Ordered that the said exceptions filed in this cause by Genevieve Boland, the purchaser of the property mentioned in these proceedings, be, and the same are, hereby overruled.

It is further Ordered by the Court, this twelfth day of January, 1940, that the sale made and reported by J. Dudley Digges, Assignee, aforesaid, be, and the same is, hereby finally ratified and confirmed, and the Assignee is hereby allowed the usual commissions and such proper expenses, including the costs incident to these exceptions, as he shall produce vouchers for the auditor.

Ridgely P. Melvin, Judge.

January 11, 1940

Hon Ridgely P Melvin

Annapolis, Md.

Dear Judge Melvin:

I have spoken to Mr Fairbank in reference to the exceptions to the ratification of the sale, which we discussed with you yesterday morning, and he feels that it is unnecessary for us to make any argument in regard thereto.

He is perfectly satisfied to submit the case for your ruling, without further argument. We do not feel that it will be necessary for us to appear before you next Tuesday at 10 30 A M, as previously arranged, as there is no reason to take up more of your time on this question.

We are entirely willing to abide by your decision upon the exceptions which were filed by Miss Böhland.

With very best wishes, I am,

Very truly yours,

Paul J. Wilkinson.

Auditor's Report and Account --Filed January 23rd., 1940

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. J. Dudley Digges, Assignee, vs. John T. Hall and Ella Hall, his wife in ac. with
J. Dudley Digges, Assignee

To Assignee for fee	\$20.00	\$
To Assignee for commissions	<u>225.00</u>	245.00
To Assignee for Court costs, viz:		
" Plaintiff's Solicitor's Appearance fee	10.00	
" Clerk of Court - costs	11.00	
" Clerk of Court - additional costs	3.25	
" Auditor - stating accounts	<u>13.50</u>	37.75
To Assignee for Expenses, viz:		
" Capital-Gazette Press - advertising sale	29.00	
" Capital-Gazette Press - report of sale order nisi on	5.00	
" Capital-Gazette Press - auditor's acct. order nisi on	5.00	
" Enquirer Gazette - handbills	5.00	
" Clerk of Court - recording assignment	.75	
" W. B. Elliott - auctioneer	10.00	
" Notary fees	1.00	
" Henry M. Murray, Agent - (Insurance prem. \$29.11 - adj.)	16.98	
" Juliet D. Strahorn - stenographer	<u>3.00</u>	75.73
To Assignee for Taxes, viz:		
" 1938 State and County taxes	137.83	
" 1939 State and County taxes (adj. \$138.72)	<u>92.48</u>	230.31
To County Trust Co. of Maryland, mortgagee in full for mortgage claim		
		5,577.87
To John T. Hall, mortgagor - this balance		
		<u>333.34</u>
		<u>\$6,500.00</u>
Cr. Aug. 30, 1939 Proceeds of sale		<u>\$6,500.00</u>

ORDER NISI

Ordered, this 23rd., day of January, 1940, 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 24th., day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th., day of February next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., Feb. 27, 1940

We hereby certify, that the annexed Order Nisi - J. Dudley Digges vs. John T. Hall and Ella Hall - No. 7866 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 24th. day of February, 1940. The first insertion being made the 25th. day of January, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 28th day of February, 1940, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

Richard Scully	:	No. 7871 Equity.
vs.	:	In The Circuit Court for
Louis Scully, James Blaney, Edward Hofman.	:	Anne Arundel County.

Bill of Complaint -- Filed 14 August, 1939.

To The Honorable The Judge of Said Court:

Your Orator, complaining, says:

1. That your Orator, Richard Scully with Louis Scully, James Blaney and Edward Hofman, Defendants, are possessed in equal shares, as joint tenants, of the fee simple property, located on Marley Creek in Anne Arundel, ^{Co.} Maryland and described as follows:

Beginning for the same on the southeast side of a road 35 feet wide, and at the distance of 1028.15 feet northeasterly from a stone heretofore planted at the intersection of the southeast side of said road 35 feet wide with the northeast side of a road 20 feet wide, and running thence and bounding on the southeast side of said road 35 feet wide, north 29 degrees 1 minute east 92.55 feet; thence south 54 degrees 6 minutes east 301 feet to the waters of Marley Creek; thence bounding on the waters of Marley Creek southwesterly 95.42 feet to intersect a line drawn south 56 degrees 45 minutes east from the place of beginning, and thence reversing said line so drawn and bounding thereon, north 56 degrees 45 minutes west 365.28 feet, to the place of beginning.

The title to which they acquired by deed to them from Maurice E. Bange and Cora B. Bange, dated 28th day of May, 1928 and duly recorded in Liber F. S. R. #35 folio 140 etc.

2. That the said fee simple property is improved by three frame buildings.

3. That the said lot of ground and premises is not susceptible of partition without material loss and injury to the parties entitled to interests therein as herein alleged and that in order to make partition of the same it will be necessary that said property be sold and the proceeds thereof divided between your Orator and the defendants, according to their several interests.

TO THE END THEREFORE:-

1. That a decree may be passed by the Honorable Court for the sale of said property by a Trustee or Trustees to be named therein.

2. That the proceeds of said sale may be distributed between your Orator and the said defendants, according to their respective rights and interests.

3. And that your Orator may have such other and further relief as his case may require.

May it please Your Honor to grant unto your Orator the Writ of Sub-peona to be served upon the said defendants, James Blaney, who resides at Point Pleasant, Marley Creek, Maryland, Edward Hofman who resides at 936 Ridgely Street and Louis Scully who resides at 140 W. Ostend Street in Baltimore City, State of Maryland, requiring each of them to appear in this Honorable Court in person or by solicitor on a certain date to be named therein, to show cause, if any they may have, why a decree ought not be passed as prayed.

Webster C. Tall

Solicitor for Plaintiff.

George W. Della

Solicitor for Plaintiff.

State of Maryland, City of Baltimore, to wit:

Before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, this 11th day of August, 1939, personally appeared Richard Scully, the Plaintiff in the above Bill of Complaint and made oath in due form of law that the matters and facts set forth therein are true to the best of his knowledge and belief.

(Notarial Seal)

Agnes H. Della,
Notary Public.

Answer --Filed Sept. 21st., 1939.

To The Honorable, The Judge of Said Court:-

The Answer of Louis Scully to the Bill of Complaint heretofore filed in this cause against him and others, respectively says:

1. That he admits the matters and facts alleged in Paragraph 1 of said Bill of Complaint.
2. That he admits the matters and facts alleged in Paragraph 2 of said Bill of Complaint.
3. That he admits the matters and facts alleged in Paragraph 3 of said Bill of Complaint.

The Defendant further says unto your Honor that there are located on the premises above described certain chattels belonging to the parties plaintiff and defendants, as joint owners, and he believes, and therefore avers, that it would be to the interest and advantage of all parties to this proceeding that the said chattels be included in the decree for the sale of the premises described in the Bill of Complaint.

Guy B. Brown
Solicitor

Louis Scully,
Defendant.

State of Maryland, Baltimore City, to wit:-

I Hereby Certify, That on this 8th day of September, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Louis Scully and made oath in due form of law that the matters and facts stated in the foregoing Answer are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal)

Guy B. Brown,
Notary Public.

Decree Pro Confesso -- Filed Sept. 22" 1939.

The Defendants, James Blaney and Edward Hofman having been duly summoned to appear to the Bill of Complaint, and having failed to appear thereto, according to the command of the said writ.

It is thereupon this 21st day of September 1939, by The Circuit Court for Anne Arundel County, In Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken pro confesso against said defendants.

And it is further ordered that leave is hereby granted to the Plaintiff to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said Bill.

Ridgely P. Melvin, A. J.

Testimony and one exhibit on behalf of Plaintiff, Sept. 23, 1939. Filed Sept. 29th., 1939.

Present:-

Mr. George W. Della,
Solicitors for the Plaintiff.
Mr. Webster C. Tall,

Mr. Guy B. Brown, Solicitor for Defendant Louis Scully, notified,
does not care to be present, Answer admits all.

Decree Pro Confesso as to remaining Defendants, Filed Sept. 22nd., 1939.

Mr. John S. Strahorn, Examiner.
Juliet D. Strahorn, Court Stenographer.

Witnesses:-

George W. Della,----- 2 to 3
Richard Scully, ----- 4 to 7

.....Plaintiff's Solicitor offers in evidence marked Examiner's Exhibit A deed from Bange to the parties named in these proceedings as Plaintiff and Defendants, which deed is dated May 28th, 1928 recorded in Liber F. S. R. No. 35, Folio 140.

George W. Della, a witness of lawful age, being first duly sworn, deposes and says:-
(Tall)

1. State your name, residence and profession?
A. George W. Della, Attorney at Law, 120 West Ostend st., Baltimore.
2. Are you familiar with the property on Marley Creek in Anne Arundel County described in the deed filed herein as Examiner's Exh. A from Bange to the Plaintiff and Defendants herein?
A. I am.
3. What is the shape of the lot?
A. It is sort of triangular shape, around 35 feet on the road and runs back to the water's edge, Marley Creek, about 300 feet and has about 95 feet of water front.
4. In your opinion, is that property susceptible of division in kind amongst the four parties entitled to it, without loss or damage to either of them?
A. No it is not.
5. Why not?
A. There are several buildings on the lot, and it would be impossible to divide it into four equal parts. There is a small sort of tool shed, building on the back of the property and it would just be impossible to divide it into four shares for each man to get an equal share.
6. Then in your opinion if the lot was divided into four parts the resultant one-fourth part

would be too small to be sold for any purpose? A. That's right.

7. What in your opinion is the way to protect all interests in the property?

A. To sell the property and divide the proceeds among those entitled to it seems to be the only solution to protect everybody.

8. Are you familiar with real estate values in Anne Arundel County?

A. I have a fair opinion up there because I own a farm on Marley Creek, around 70 acres, I own property in that immediate neighborhood.

9. In your opinion, what is the value of this property including the improvements?

A. I would say worth from \$1700 to \$1900.

10. Do you know that all of the parties to this suit are of age and single?

A. Yes I know they all are of age and single.

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

A. No.

George W. Della

Richard Scully, a witness of lawful age, the Plaintiff in the case, being duly sworn, deposes and says:-

(Tall)

1. State your name and residence?

A. Richard Scully, I am the Plaintiff in the case, I live at 1132 So. Hanover st., Baltimore, Md.

2. How old are you? A. 43 years of age.

3. Do you know the defendants in this case? A. Yes.

4. Are they all over 21 years of age and single?

A. Yes, they are all over 21 years of age and single. I am single also.

5. You are one of the joint owners of the property described in the deed which has been offered in evidence in this case as Exam. Exh. A ? A. Yes.

6. Tell us in your own words what kind of a lot this is, the shape, and so forth with reference to public highways and water?

A. It is right on Marley Creek in Anne Arundel County at Point Pleasant, it is triangular shape about 95 feet on the water front and 35 feet on the road.

7. When you bought this property in May, 1928 what price did the four joint tenants pay for it?

A. I think it was around \$1800 and \$2000, only had one shack on it and had to do a lot of filling in, was nothing much but a swamp, where the buildings were you had to walk in mud and then we put another building there after filling in, a one story building for sleeping quarters, it has three rooms, two bedrooms and a long sun room, put up a bulkhead and artesian well there too so as to have running water there all the time.

8. Did you build any other buildings?

A. We built another little outhouse for having parties there for cooking.

9. What has the place been used as ever since the four of you owned the property?

A. It has been a tavern, had a beer license there, Mr. John Hall had it and Mr. Blaney took it over and he is occupying it now since 1st of May, 1939.

10. In the Answer filed by Louis Scully it is stated there were certain chattels belonging to both plaintiff and defendants, that is personal property that belongs to all of you, do you know anything about those things, did you buy any of that stuff?

A. Yes, we four bought that stuff later on.

11. What did you buy, how much did you spend? A. I judge around \$500.

12. What was that for?

A. Bar fixtures, tables about fifteen of them, 40 or 50 chairs, 3 gasoline stoves, 2 iron beds, ice box safe, etc.

13. Did you buy any liquors or stock? A. No, did not handle any.

14. What is your estimate of the value of the improvements put on this property since you bought it?

A. I would say in the neighborhood of \$1500 or \$1800 for bulkhead and all, the well cost \$250 besides the filling in, lumber and stuff.

15. Did all of the defendants, together with you, contribute towards the cost of the improvements?

A. Blaney and Scully took care of the buying of the stuff but all four contributed to the cost of it all, the furnishings as well as the building and grounds.

16. As far as you know the improvements as well as the original lot belong to you and the three defendants?

A. That's right.

17. What is your estimate of the present value of the property including the improvements and personal property?

A. I judge around \$2,000.

18. How do you account for the fact that the present value, with improvements, is so close to the original purchase price, with no improvements?

A. Real estate values have dropped in Anne Arundel County since we bought the place and put the improvements on it.

19. You say in your Bill of Complaint that the lot of ground and premises cannot be divided, in your opinion, is it possible to divide this property up into four parts so each one of you would get an even division of it?

A. It would not be possible.

20. Or do you think it would be better to have the property sold by a Trustee to be appointed by the Court and the proceeds divided among the four of you?

A. That's the only thing to do.

21. Why do you say it is not susceptible of division?

A. It's not fair to do that, in the first place it could not be done, the lot is too small, and the other parties would not have that. They want to sell it right out, there are hard feelings there.

22. You are not all friendly about this matter?

A. Well, I want to get out of it myself.

23. You have stated that all of you owners are of age and unmarried, tell the Court why you have resorted to this proceeding instead of a direct sale and conveyance from all of you who are adults?

A. Because we could not agree amongst ourselves as to a settlement, and had nothing else to do but to ask the Court to divide it up for us.

24. Is there any oncome being derived from this property at the present time? A. No.

25. Who is occupying the property at this time?

A. Mr. Blaney has been occupying it since the 1st of May, 1939.

26. Is he paying any rent? A. None whatever.
27. Have you been trying to get any? A. He has not been paying any.
28. Are the four owners getting any income out of the property now?
A. Not a cent.
29. Are the taxes paid? A. Yes, paid up to date.
30. Who paid them? A. We all paid them.

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

A. No.

Richard Scully

There being no other witnesses to be examined on behalf of the Plaintiff, and no further testimony desired, this testimony is now closed and returned to the Court at the request of the Plaintiff's Solicitor.

Witness my hand and seal this 29th day of September, 1939.

Jno. S. Strahorn, (Seal)
Examiner.

Exhibit A with testimony, --Filed Sept. 29th., 1939.

This Deed, Made this 28th day of May, in the year one thousand nine hundred and twenty-eight, by and between Maurice E. Bange and Cora B. Bange, his wife, of the City of Baltimore, in the State of Maryland, of the first part, and Louis Scully, Richard Scully James Blaney and Edward Hofman, all of the City of Baltimore in the State of Maryland, 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 Maurice E. Bange and Cora B. Bange, his wife, do grant and convey unto the said Louis Scully, Richard Scully, James Blaney, and Edward Hofman, as joint tenants, and not as tenants in common, the survivor of them, and the heirs and assigns of such survivor in fee simple, all that lot of ground situate, lying and being in Anne Arundel County, aforesaid and described as follows, that is to say:

Beginning for the same on the Southeast side of a road 35 feet wide and at the distance of 1028.15 feet Northeasterly from a stone heretofore planted at the intersection of the Southeast side of said road 35 feet wide with the Northeast side of a Road 20 feet wide and running thence bounding on the Southeast side of said 35 feet Road North 29 degrees 1 minute East 92.55 Feet: thence South 54 degrees 6 minutes East 301 feet to the waters of Marley Creek, thence bounding on the waters of Marley Creek Southwesterly 95.42 feet to intersect a line drawn South 56 degrees 45 minutes East from the place of beginning and thence reversong said line so drawn and bounding theron North 56 degrees 45 minutes West 365.28 feet to the place of beginning.

Being Lot No. 12 B. on the Plat of Point Pleasant.

Being the same lot of ground which was granted and assigned by Agnes Markoe Dugan Et Al. to the said Grantors by deed dated March 10th, 1928, and recorded among the Land Records of Anne Arundel County, in Liber F. S. R. No. 25, folio 306 etc. Subject to the restrictions mentioned in said Deed.

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, together with the rights, privileges, appurtenances and ad-

vantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Louis Scully Richard Scully, James Blaney and Edward Hofman, as joint tenants and not as tenants in common, the survivor of them and the heirs and assigns of such survivor, in fee simple.

And the 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:

Gustavus A. Korb.

Maurice E. Bange (Seal)

Cora B. Bange (Seal)

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 28th day of May, 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 Baltimore City, aforesaid, personally appeared Maurice E. Bange and Cora B. Bange, his wife, the above named grantors and they each acknowledged the foregoing Deed to be their respective act.

As witness my hand and Notarial seal.

(Notarial Seal)

Gustavus A. Korb

Recorded 29 May, 1928, 9 A. 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. No. 35, folio 40, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 25th day of September, A. D. 1939.

(Court Seal)

John H. Hopkins, 3d. Clerk.

Decree --Filed Oct. 31st., 1939.

The pleadings in the above entitled cause, the testimony taken before John S. Strahorn, examiner, having been read, and considered, the counsel for all parties in interest, having been heard, and it appearing to the Court that the real estate belonging to the parties to this proceeding and described in the Bill of Complaint and in the testimony being insusceptible of partitions in kind among the owners and it further appearing that a sale is necessary to effect partition of said real estate, it is this 31st day of October, 1939, Ordered by the Circuit Court of Anne Arundel County:

1. That all of the real estate belonging to the parties to this proceedings and described in the Bill of Complaint be sold by the Trustees hereinafter named and that the proceeds of the sale less expenses incurred by the trustees in making the same be brought into this Court for distribution amongst the parties entitled thereto.
2. That the trustees named, shall have full power to sell the properties belonging to the parties to this proceeding at either public or private sale; any private sale to be subject to the final ratification of this Court; and if sold at public sale the trustees shall cause said properties to be advertised in a daily newspaper published in Anne Arundel County once a week for three successive weeks, the first insertion to appear at least twenty-one days before the sale, and the trustees shall report any public sale made by them to this Court for

final ratification.

3. That George W. Della and Guy B. Brown are hereby appointed trustees to make sale and to collect rents issuing out of the properties belonging to the parties to these proceedings, and mentioned in the Bill of Complaint provided that before the trustees shall proceed with any sale of said properties, they shall file with the Clerk of this Court a corporate bond in the sum of Two Thousand dollars, conditioned upon the faithful performance by them of the duties of such trustees as provided for in this Decree.

Ridgely P. Melvin,
Judge.

Bond --Filed & Approved November 10th., 1939

Know All Men By These Presents:

That we, George W. Della and Guy B. Brown, 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 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, 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 7th day of November in the year of our Lord one thousand and nine hundred and thirty-nine.

Whereas, the above bounden George W. Della and Guy B. Brown by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustees to sell certain property mentioned in the proceedings in the case of Richard Scully vs. Louis Scully, James Blaney and Edward Hofman now pending in said Court:

Now, The Condition of the Above Obligation is Such, That, if the above bounden George W. Della and Guy B. Brown 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:

George W. Della (Seal)

Webster C. Tall

Guy B. Brown (Seal)

(Corporate Seal)

As to Surety:

Fidelity and Deposit Company of Maryland.

I. Grant

By E. V. Shockley,

Attorney-in-Fact.

Report of Sale --Filed Dec. 8th., 1939.

To The Honorable, The Judge of Said Court:-

The report of George W. Della and Guy B. Brown, Trustees, appointed by a decree of this Court, passed in the above entitled cause, dated the ____ day of ____ 19__, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the "Maryland Gazette" a newspaper published in Anne Arundel County, for at least three successive weeks before the date of sale, they did, pursuant to said notice attend on the premises on the 4th day of December, 1939, at 3 o'clock p.m., and then and there proceeded to sell said property in manner following, that is to say:

Your Trustees offered at public sale to the highest bidder the property mentioned in said decree, situated in the Fifth Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same on the southeast side of a road thirty-five feet wide, and at the distance of one thousand twenty-eight and fifteen one-hundredths feet northeasterly from a stone heretofore planted at the intersection of the southeast side of said road thirty-five feet wide with the northeast side of a road twenty feet wide, and running thence and bounding on the southeast side of said road thirty-five feet wide, north twenty-nine degrees one minute east ninety-two and fifty-five one-hundredths feet; thence south fifty-four degrees six minutes east three hundred and one feet to the waters of Marley Creek; thence bounding on the waters of Marley Creek southwesterly ninety-five and forty-two one-hundredths feet to intersect a line drawn south fifty-six degrees forty-five minutes east from the place of beginning, and thence reversing said line so drawn and bounding thereon, north fifty-six degrees forty-five minutes west three hundred sixty-five and twenty-eight one-hundredths feet, to the place of beginning. The title to which they acquired by deed to them from Maurice E. Bange and Cora B. Bange, dated 28th day of May, 1928, duly recorded in Liber F.S.R. No. 35, folio 140, etc. Improved by three frame buildings.

Together with the furniture and fixtures belonging to the parties to this cause located upon the said premises.

And your said Trustees sold the above described property to Louis L. Scully for the sum of Nineteen Hundred and Seventy-five Dollars (\$1975.00) he being at that sum the highest bidder therefor; the terms of said sale being cash upon ratification of sale by the Circuit Court for Anne Arundel County. Taxes and all other expenses, including Anne Arundel County Sanitary Commission liens, if any, to be adjusted to day of sale.

Respectfully submitted.

George W. Della

Guy B. Brown

Trustees.

State of Maryland, Baltimore City, to wit:

I Hereby Certify, That on this 7th day of December, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared George W. Della and Guy B. Brown, Trustees named in the above report of sale, and made oath in due form of law, that the matters and things stated in the foregoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal)

Standley L. Richardson

Notary Public.

ORDER NISI

Ordered, this 8th., day of December, 1939, That the sale of the property mentioned in these proceedings made and reported by George W. Della and Guy B. Brown, Trustees, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 9th., day of January 1940, 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 January 1940, next.

The report states that the amount of sales to be \$1975.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., Jan. 10, 1940.

vs. Scully

We hereby certify, that the annexed Order Nisi--Report of Sale--Scully, /Equity No. 7871 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 9th day of January, 1940. The first insertion being made the 14th day of December, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered By The Court, This 12th day of January, 1940, 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 February 15th., 1940.

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. Richard Scully Vs. Louis Scully, James Blaney, Edward Hofman in ac. with George W.

Della and Guy B. Brown, Trustees..

To Trustees for Commissions	\$ 92.68	\$
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 - court costs	18.55	
" Auditor	<u>9.00</u>	47.55

To Trustees for Expenses, viz:

" Capital-Gazette Press - advertising sale	31.00	
Order nisi on		
" Capital-Gazette Press- Report of Sale	5.00	
Order nisi on		
" Capital-Gazette Press - auditor's acct.	5.00	
" Fidelity & Deposit Co. - bond premium	12.00	
" T. C. W. Hobbs Co., Inc. - auctioneer	10.00	
" Russell C. Truner - Sheriff	.95	✓
" Webster C. Tall - Fee (order 1/18/40)	50.00	
" Jos. C. Deegan - Sheriff (Balto. City)	3.40	
" John S. Strahorn - examiner	8.00	
" Juliet D. Strahorn - stenographer	3.50	
" John H. Hopkins, Clerk - certified copy	1.25	
" One-half Federal and State revenue stamps	2.00	
" Notary fees	<u>.75</u>	132.85

To Richard Scully - One-fourth net proceeds	\$429.75	
" Louis Scully - " " " " of sale	429.75	
" James Blaney - " " " "	429.76	
" Edward Hofman - " " " "	429.76	\$1,719.02
		<u>\$1,992.10</u>

Cr. Dec. 4, 1939	Proceeds of Sale	\$1,975.00
	Interest on deferred payment	<u>14.50</u>
		\$1,989.50
	Refund 1939 taxes - 26 days	<u>2.60</u>
		<u>\$1,992.10</u>

ORDER NISI

Ordered, This 15th., day of February, 1940, 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 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 18th., day of March next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., Mar. 13., 1940.

We hereby certify, that the annexed Order Nisi--Auditor's Acct.--Scully, # 7871 Equity in Evening Capital a newspaper published was published/in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th. day of March, 1940. The first insertion being made the 16th. day of February, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 19th day of March, 1940, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,

Judge.

In The Matter of the Sale of the	:	No. 7874 Equity.
Mortgaged Real Estate of J. Fletcher	:	In The Circuit Court For
Bullen and Eliza J. Bullen, his wife.	:	Anne Arundel County.
	:	

Mr. Clerk:

Please docket the above entitled suit, file the within certified copy of mortgage and deeds of assignment herein.

Filed Aug. 16" 1939.

Wilbur R. Dulin, Assignee.

This Mortgage, Made this twelfth day of August, in the year nineteen hundred and twenty, by and between John Fletcher Bullen and Eliza Jane Bullen, his wife, of Anne Arundel County, State of Maryland, of the first part, hereinafter called "Mortgagors"; and Edna E. Perrie, alos of the said County and State, of the Second part, hereinafter called "Mortgagee."

Whereas, the said Mortgagors have this day received by way of loan from the said Mortgagee the sum of One Thousand Dollars (\$1,000.00) as evedence of which they have passed to the said Mortgagee their 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 evedenced by their six other promissory notes of even date herewith, each for the sum of Thirty Dollars (\$30.00), 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 said note, 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 Mortgagors hereby grant and convey --the said Mortgagee, her heirs and assigns, in fee simple, all that tract or parcel of land situated in the First Election District of Anne Arundel County, Maryland, on Limehouse Cove of South River, and being the same property which was conveyed unto the above named Mortgagors by John W. D. Purdy and Malvina Purdy, his wife, by dee_ dated March 26, 1890, and recorded among thr Land Records of Anne Arundel County in Liber S. H. No. 36, folio 583, in which deed said land is more particularly described; and being, also, the same property which for the past thirty years has beeb occupied by the said Mortgagors as their home property.

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, her heirs and assigns forever.

Provided, that if the said Mortgagors their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of One Thousand (\$1,000.00) Dollars, and all interest thereon accured when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the prejises, the said Mortgagors shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public dues, and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors, for themselves and their heirs, personal representatives and assigns, do jereby

covenant to pay when leg~~g~~ally demandable. But if default be made in the 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, her 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, 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 (\$50.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, her personal representatives and assigns, under this mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves and their personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, her 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 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 commission.

And the said Mortgagors, for themselves and their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this mortgage to keep insured in some good company satisfactory to the said Mortgagee, her heirs, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand (\$1,000.00) Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, her heirs, personal representatives and assigns, to the extent of their liability or claim hereunder, and to deliver said policy or policies to the said Mortgagee, her heirs, personal representatives and assigns.

Witness the hands and seals of the said Mortgagors.

Test: Laura R. Jickling

J. Fletcher Bullen (Seal)

Eliza Jane Bullen (Seal)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that on this twelfth day of August, in the year nineteen hundred and twenty before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Fletcher Bullen and Eliza Jane Bullen, his wife, the Mortgagors named in the foregoing Mortgage and each acknowledged the foregoing Mortgage to be their act. At the same time also 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 set forth in said 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.

(Notarial Seal)

Laura R. Jickling,

Recorded 14th, August 1920 at 12 o'clock N.

Notary Public.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the foregoing Mortgage was truly taken and copied from Liber W. N. W. No. 22, folio 237, 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 15th day of August, A. D. 1939.

(Court Seal)

John H. Hopkins, 3rd.

Clerk.

This Deed of Assignment, Made this 3rd. day of August, 1939, by and between Edna E. Perrie of Anne Arundel County, Maryland, party of the first part, hereinafter called "Assignor", and Ralph P. Barnard of Washington, D. C., party of the second part, hereinafter called "Assignee".

Whereas Edna E. Perrie is the owner of a mortgage dated August 12, 1920 and recorded in W. N. W. 22 folio 237 in the Land Records of Anne Arundel County, from J. Fletcher Bullen and Eliza J. Bullen, his wife, and

Whereas on November 26, 1928 the said Edna E. Perrie assigned a note securing said mortgage to Ralph P Barnard, and

Whereas the said Edna E. Perrie failed to assign said mortgage to Ralph P. Barnard, and

Whereas the said Ralph P. Barnard is now desirous of foreclosing on said mortgage but said mortgage having been lost

Now Therefore This Deed of Assignment Witnesseth, That for and in consideration of the sum of one thousand (\$1,000.00) dollars, the receipt whereof is hereby acknowledged, I, Edna E. Perrie, do hereby assign, transfer, sell and set over to the said Ralph P. Barnard, his personal representatives and assigns, all my right, title, and interest in and to a mortgage from J. Fletcher Bullen and Eliza J. Bullen, his wife, dated the 12th day of August 1920 and recorded in the Land Records of Anne Arundel County in Liber W. N.W. 22 folio-237, and I hereby authorize the said Ralph P. Barnard, his personal representatives and assigns, in his own name and for his own use to take all legal measures necessary for the proper enjoyment of the property and mortgage hereby assigned.

As Witness my hand and seal this 3rd day of August, 1939.

Mabel L. Rausch

Edna E. Perrie (Seal)

Witness

State of Maryland, County of Anne Arundel, ss:

I Hereby Certify That on this 3rd. day of August, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Edna E. Perrie, grantor in the foregoing deed, and acknowledged the foregoing deed to be her act.

As Witness my hand and notarial seal.

(Notarial Seal)

Mabel L. Rausch

My Commission expires: 5/5/41

Notary Public.

Received for Record 12 day of Aug. 1939, at 9:30 o'clock A. M. and the same day recorded in Liber J. H. H., No. 203 Fol. 405, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

This Deed of Assignment, Made this 3rd. day of August, 1939, by and between Ralph P. Barnard of Washington, D. C., party of the first part, hereinafter called "Assignor", and Wilbur R. Dulin of Anne Arundel County, Maryland, party of the second part, hereinafter called "Assignee".

Now Therefore This Deed of Assignment Witnesseth, That for and in consideration of the sum of one (\$1.00) dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, I, Ralph P. Barnard, do hereby transfer, assign and set over to Wilbur R. Dulin for the purposes of foreclosure all my right, title and interest in and to a mortgage from J. Fletcher Bullen and Eliza J. Bullen dated the 12th day of August, 1920 and recorded in the Land Records of Anne Arundel County in W. N. W. 22 folio 237 as was duly assigned to me by Edna E. Perrie by deed of assignment dated the 3rd day of August, 1939 and recorded immediately prior hereto.

As witness my hand and seal this 3rd day of August, 1939.

Chas. B. Keefer,

Ralph P. Barnard (Seal)

Witness

County of Oxford, State of Maine. ss:

I Hereby Certify that on this 3rd day of Aug. 1939 before me, the subscriber, a Notary Public of the State of Maine in and for the county aforesaid, personally appeared Ralph P. Barnard, grantor in the foregoing deed, and acknowledged the foregoing deed to his act.

As Witness my hand and notarial seal.

(Notarial Seal)

Robert F. Bickford,

My commission expires: June 2nd. 1944.

Notary Public.

Received for Record 15 day of Aug. 1939 at 9 o'clock A. M. and the same day recorded in Liber J. H. H., 203 Fol. 397, Land Records of Anne Arundel County.

John H. Hopkins, 3d., Clerk.

Statement of Mortgage Claim -- Filed Aug. 25th., 1939.

Statement of the mortgage claim of Ralph P. Barnard under the mortgage duly assigned to him by Edna E. Perrie, said mortgage being from J. Fletcher Bullen and wife dated the 12th day of August, 1920 and recorded in the Land Records of Anne Arundel County in Liber W. N. W. 22, folio 237, said mortgage having been in default since November 26, 1928.

Principal amount of mortgage	\$1,000.00
Interest from Nov. 26, 1928 to Aug. 20, 1939	<u>644.00</u>
	\$1,644.00

Ralph P. Barnard

State of Maine, County of Cumberland, ss:

I Hereby Certify that on the 23rd day of Aug. 1939 Ralph P. Barnard personally appeared before me and made oath that the above statement is true and is the amount remaining due him on the mortgage herein and that he has not received any security or any satisfaction therefor other than the mortgage referred to herein.

(Notarial Seal) Roger W. Flint,
Notary Public.

My commission expires Dec. 7, 1941.

Assignees Bond --Filed & Approved Sept. 1st 1939.

Know All Men By These Presents: That we, Wilbur R. Dulin of the City of Annapolis, State of Maryland, as Principal, and the Home Indemnity Company of New York, a body corporate 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 (\$2,000.00), 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 1st day of September, in the year of our Lord, nineteen hundred and 39.

Whereas, the above bounden Wilbur R. Dulin by virtue of the power contained in a mortgage from J. Fletcher Bullen and Eliza J. Bullen, his wife to Edna E. Perrie bearing date the 12th day of August, 1920 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 22, folio 237 and duly assigned to Wilbur R. Dulin for the purpose of foreclosure, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition of the Above Obligation is Such that if the above bounden Wilbur R. Dulin, Assignee 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

Wilbur R. Dulin (Seal)

in the presence of

The Home Indemnity Company of New York

(Corporate Seal)

Mabel L. Rausch.

By Richard C. Marshall

Atty.-in-fact.

Assignee's Report of Sale --Filed Sept. 19th., 1939.

To The Honorable, The Judges of Said Court:

The Report of Sale of Wilbur R. Dulin, 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 J. Fletcher Bullen and Eliza J. Bullen, his wife, dated the 12th day of August, 1920, and recorded among

the Land Records of Anne Arundel County in Liber W. N. W. 22, folio 237, the said Wilbur R. Dulin as the Assignee of said mortgage, by deed of 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 Tuesday, September 19, 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 Wilbur R. Dulin, Assignee as aforesaid, then and there sold the said property to Charles L. Pumphrey and Edna G. Pumphrey, his wife, of Anne Arundel County, Maryland, at and for the sum of Sixteen Hundred and Seventy-five dollars (\$1675.00), they being at that figure the highest bidder therefore, the said property being the following:

Beginning for the same at a stone boundary on the northeast side of Crabbing Pond and running northeast 40 perches to stone boundary on the shore line of Lime House Cove, which is a second boundary from thence up the said shore southwest 37 perches to boundary stone which is third boundary, thence along the shore line of Crabbing Pond southeast 10 perches to a stone boundary which is fourth boundary, thence along the said shore line in a south direction 9 perches to a stone boundary which is fifth boundary, from thence along the said shore southeast by east 16 perches to the place of beginning.

Being the same property which was conveyed to J. Fletcher Bullen and Eliza J. Bullen, his wife, by J. W. Purdy and wife by deed dated March 3, 1890, and recorded in the Land Records of Anne Arundel County in S. H. No. 36, folio 533, containing three acres, more or less.

2. And the said Assignee further reports that he has received from the purchaser the deposit of \$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 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 6 per cent per annum, to be paid in cash upon final ratification of the sale. Taxes and expenses to be adjusted as of date of sale."

Respectfully submitted,

Wilbur R. Dulin, Assignee

State of Maryland, County of Anne Arundel, ss:

I Hereby Certify that on this 19th day of September, 1939, before me, the subscriber, a Notary Public of the state and county aforesaid, personally appeared Wilbur R. Dulin, Assignee, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true, and that the said sale was fairly made.

As Witness my hand and notarial seal.

(Notarial Seal)

Mabel L. Rausch,
Notary Public.

Advertisement of Sale -- George W. Scible, Auctioneer. Wilbur R. Dulin, Solicitor.

Assignee's Sale of valuable improved Real Estate located in the First Election District of Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from J. Fletcher Bullen and Eliza J. Bullen, his wife, dated the 12th day of August, 1920, and recorded among the Land

Records of Anne Arundel County in Liber W. N. W. No. 22, folio 237, and duly assigned to Wilbur R. Dulin, for the purpose of foreclosure (default having occurred), the undersigned Assignee will sell at the Court House door, in the City of Annapolis, on Tuesday, Sept. 19, 1939 at 11:00 o'clock A. M.

the property mentioned in said mortgage and described as follows:

Beginning for the same at a stone boundary on the northeast side of Crabbing Pond and running northeast 40 perches to stone boundary on the shore line of Lime House Cove, which is a second boundary from thence up the said shore southwest 37 perches to boundary stone which is third boundary, thence along the shore line of Crabbing Pond southeast 10 perches to a stone boundary which is fourth boundary, thence along the said shore line in a south direction 9 perches to a stone boundary which is fifth boundary, from thence along the said shore southeast by east 16 perches to the place of beginning.

Being the same property which was conveyed to J. Fletcher Bullen and Eliza J. Bullen, his wife, by J. W. Purdy and wife by deed dated March 3, 1890, and recorded in the Land Records of Anne Arundel County in S. H. No. 36, folio 533, containing three acres, more or less.

The property is improved by a two-story frame building of five rooms. Located approximately nine miles from Annapolis at Lime House Cove at South River. Fair bathing beach.

Terms of Sale:- A deposit of \$300 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 6 per cent per annum, to be paid in cash upon final ratification of the sale. Taxes and expenses to be adjusted as of date of sale.

For further particulars, apply to

Wilbur R. Dulin, Assignee,
161 South St., Annapolis, Md.

Auctioneer's Certificate.

I hereby certify that I have this 19th day of September, 1939, sold the within described property to Charles L. Pumphrey & Edna G. Pumphrey, wf. at and for the sum of \$1675.00 Sixteen Hundred and Seventy-Five dollars they being at that figure the highest bidder therefore; and I hereby further certify that said sale was fairly made.

Geo. W. Scible, Auctioneer.

I hereby certify that I have this 19th day of September, 1939, purchased the within described property from Wilbur R. Dulin, Assignee, at and for the sum of \$1675.00 Sixteen Hundred and Seventy-Five dollars, and I hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Charles L. Pumphrey (Seal)

ORDER NISI

Ordered, this 19th., day of September, 1939, That the sale of the property mentioned in these proceedings made and reported by Wilbur R. Dulin, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 20th., 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 20th., day of October next.

The report states that the amount of sales to be \$1675.00

John H. Hopkins, 3rd.,
Clerk.

Certificate of Publication

Annapolis, Md., Oct. 23, 1939

We hereby certify, that the annexed Order Nisi - Sale - John Fletcher Bullen and wife - No. 7874 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 October, 1939. The first insertion being made the 21st day of September, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Order Overruling Exceptions and Finally Ratifying Sale. --Filed Jany. 12th. 1940.

This case being presented to the Court on Exceptions to the ratification of the sale made and reported by Wilbur R. Dulin, Assignee, the answer to these exceptions, and upon testimony taken thereon in open Court, the proceedings were read and considered.

It appearing to the Court that there is a right-of-way by prescription from the property mentioned in these proceedings to the County road as shown on the plat made by J. Revell Carr, Surveyor, November 13, 1939, and entitled: "Right-of-way from the County Road to John Fletcher Bullen's property," and filed in these proceedings with the testimony taken on December 19, 1939; it further appearing to the Court from the testimony of the witnesses that the right-of-way as shown on the aforesaid plat by J. Revell Carr has been used for a period exceeding twenty years by the owners of the property mentioned in these proceedings; and it further appearing to the Court that said usage has been actual, hostile, visible, notorious, exclusive and continuous, and such usage embodies all of the requisites necessary to establish the aforesaid right-of-way by prescription.

It Is Thereupon, this 12th day of January, 1940, by the Circuit Court for Anne Arundel County, in Equity, Ordered that the said Exceptions filed in this cause by Charles L. Pumphrey and Edna G. Pumphrey, his wife, purchasers of the property mentioned in these proceedings, be, and the same are, hereby overruled.

It Is Further Ordered by the Court, this 12th day of January, 1940, that the sale made and reported by Wilbur R. Dulin, Assignee, aforesaid, be, and the same is, hereby finally ratified and confirmed, and the Assignee is hereby allowed the usual commissions and such proper expenses, including the costs incident to these exceptions, as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account --Filed February 6" 1940.

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 John Fletcher Bullen and Wife in ac. with Wilbur R. Dulin, Assignee.

To Assignee for fee	\$50.00	\$
To Assignee for commissions	<u>83.66</u>	133.66

To Assignee for Court costs, viz:

in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of March, 1940. The first insertion being made the 8th day of February, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County.

Ordered By The Court, this 10th day of April, 1940, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the 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	:	No. 7909 Equity.
Real Estate of Robert Thornton and	:	In The Circuit Court For
Charlotte Thornton, His Wife.:		Anne Arundel County.

Mr. Clerk:

Please docket this suit, file the within mortgage, pass upon and file the accompanying bond.

George E. Rullman, Assignee.

Ey Mortgage -- Filed Oct. 24th 1939.

(State of Maryland Stamps \$1.20)

This Mortgage, Made this seventeenth day of November, in the year nineteen hundred and thirty-seven, between Robert Thornton and Charlotte Thornton, his wife, of Anne Arundel County, Maryland, hereinafter called 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 Mortgagors being the holders of 24 shares of unredeemed stock of said Association and a member thereof, have received from it an advance of Twelve Hundred dollars, which is the full par value of said twenty-four shares of stock when fully paid up and completed, in the contemplation of the object and purposes of said Association, and in order to secure the full payment of said twenty-four shares of stock to said Association in accordance with its present constitution, said mortgagors have agreed to execute this mortgage--the execution hereof being a condition precedent of said advance being made by said Association.

Now, therefore, this Mortgage Witnesseth, That in consideration of the premises and the sum of one dollar, the said Robert Thornton and Charlotte Thornton, his wife, do hereby grant and convey unto the said Annapolis and Eastport Building Association, its successors and assigns,

(1). All that lot of ground situate in the Second Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a point on the northerly side of Smithville Avenue, said point being distant south 70° 57' east 54 feet along said side of said Avenue from the southwest corner of the land which by deed of April 29th, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 13 folio 122, was conveyed by Grafton D. Ridout, et al, to Albert S. Johnson and wife, and running thence with the said side of said Avenue south 70° 57' east 30.69 feet to the westerly side of a road leading out of said land; thence leaving said

Avenue and running with the said westerly side of said road north 6° east 113.7 feet; thence leaving the said road and running across the said land north 84° west 29.89 feet to the lot of ground heretofore conveyed by the said Robert Thornton and wife, et al, to Mack Galloway and wife, by deed dated October 6, 1931, and recorded among the aforesaid Land Records in Liber F. S.R. No. 90 folio 211; thence with the division line of said lot and the lot hereby conveyed south 6° west 106.77 feet to the point of beginning, and being the easterly portion of Lot No. 2 on the plat made by Robert L. Burwell, C.E., and recorded among the aforesaid Land Records in Liber F.S.R.No. 82 folio 323. Being the identical property which was conveyed to the said Robert Thornton by Albert S. Johnson and Virginia P. Johnson, his wife, by a confirmatory deed dated May 9, 1931, and recorded among the aforesaid Land Records in Liber F.S.R. No. 84 folio 83, saving and excepting therefrom the said lot of ground conveyed to the said Mack Galloway and wife, by deed dated and recorded as aforesaid.

(2). All that lot of ground situate near Camp Parole, in the Second Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a point south $87^{\circ} 57' 30''$ east 80 feet from a point, the western corner of Lot No. 9, adjoining a thirty foot road, and running south $2^{\circ} 2' 30''$ west 150 feet of Lot No. 31 south $87^{\circ} 57' 30''$ east 40 feet to a point, a corner where to a point, a corner of Lot No. 31; thence leaving said point and running along the line/Lots 31, 32 and the lot hereby conveyed join; thence leaving said point and running north $2^{\circ} 02' 30''$ east 150 feet to a point on the south side of another 30 foot road; thence leaving said point and running along the south side of said road north $87^{\circ} 57' 30''$ west 40 feet to the point of beginning, being Lot No. 11 as laid out on a plat of a subdivision of the property of R. L. Moss, October, 1927, which plat is recorded in Plat Book F. S. R. No. 3 folio 37, of said County. Being the lot of ground which was conveyed to the above named Mortgagors by the said Raymond L. Moss, unmarried, et al, by a confirmatory deed dated the 5th day of November, 1937, and intended to be recorded among the aforesaid Land Records simultaneously with these presents.

It is hereby agreed by the Mortgagors as a condition of this mortgage that, in the event of default in any of the covenants hereof, the Mortgagee, its successors and assigns, shall be entitled to collect and receive all income and rent from the mortgaged premises; and for the purpose of giving effect to this agreement, the said Mortgagors hereby assign to the said Mortgagee the said income and rent, the same to be effective immediately upon default under this mortgage.

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 Six 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 Twelve Hundred dollars, and to pay as interest on said advanced sum on every Saturday night during said period, the further weekly sum of six cents on each of said shares of stock, the said weekly interest of six cents ceasing on each share only when the par value thereof (fifty dollars) clear of all losses and liabilities, fines and penalties, shall have been repaid.

To pay all ground rent, taxes and assessments of all kinds for which the hereby mortgaged property now is or may hereafter become liable when payable.

To pay all fines and penalties that may be imposed on the said Mortgagors by the said Association in accordance with its charter, constitution and by-laws, which are made a part of this mortgage, for failure to pay each and every of said weekly sums at the time limited, or perform any other obligation required of them hereunder, or under said constitution and by-laws, and to keep the buildings on said lot of ground insured against loss or damage by fire to at least the amount of Twelve hundred dollars, and have the policy of insurance so endorsed or assigned that the same shall enure to the benefit of said mortgagee, its successors or assigns, in the event of loss or damage, to the extent of its or their claim hereunder.

The said weekly payments shall continue to be made as herein specified, and the covenants shall remain in force until the aggregate of the weekly sums aforesaid paid by said mortgagors during the continuance of this mortgage, exclusive of all fines, penalties and liabilities imposed hereunder, shall amount to the said advanced sum and the interest chargeable thereon.

And it is agreed that until default be made in the premises, the said mortgagors may use and occupy the hereby mortgaged property.

But if default be made in the payment of any of the said weekly sums of money, 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:

Laura R. Jickling

Robert Thornton (Seal)

Charlotte Thornton (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this seventeenth day of November, 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 Robert Thornton and Charlotte Thornton, 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 19th day of October, 1939,

Attest:

Tilden O. Atwell,
Secretary.

(Corporate Seal)

The Annapolis & Eastport Building Association of the City of Annapolis, Md.

By T. Roland Brown, President.

Received for Record 24 day of Oct. 1939, at 11:20 o'clock A.M. and the same day recorded in Liber F. A. M., No. 170, Folio 270, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Statement of Mortgage Debt. --Filed Oct. 24th., 1939.

Annapolis, Md., October 24, 1939.

Robert Thornton and wife,

To The Annapolis & Eastport Building Assn., Dr.

To balance due on loan	\$1,072.70
To interest	22.44
To fine	<u>2.20</u>
Total	\$1,097.34

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this twenty-fourth day of October, 1939, before the subscriber,

a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Tilden O. Atwell, Secretary of the Annapolis & 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.

Bond --Filed & Approved Oct. 24" 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 20th day of October, 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 Robert Thornton and Charlotte Thornton, his wife, to Annapolis & Eastport Building Association of the City of Annapolis, Maryland, dated November 17, 1937, and recorded in Liber F. A. M. No. 170 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 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

George E. Rullman (Seal)

in the presence of

(Corporate Seal)

Maryland Casualty Company

Ruby W. Chaney

Per By Chas. F. Lee of

Chas. F. Lee & Co., Agts.

Assignee's Report of Sale --Filed Nov. 15" 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 Robert Thornton and Charlotte Thornton, his wife, dated the 17th day of November, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 170 folio 268, 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 bond with approved security, and having given due 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 Tuesday, November 14th, 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 One Thousand Dollars (\$1,000.00), it being at that figure the highest bidder therefor, the said property being the following:

(1). All that lot of ground situate in the Second Election District of Anne Arundel County, Maryland, on the North side of Smithville Avenue, with a frontage thereon of 30.69 feet and an irregular depth, being the Easterly portion of Lot No. 2 on the plat made by Robert L. Burwell, C. E., and recorded among the aforesaid Land Records in Liber F. S. R. No. 82 folio 323.

Being the identical property which was conveyed to the said Robert Thornton by Albert S. Johnson and Virginia P. Johnson, his wife, by a confirmatory deed dated May 9, 1931, and recorded among the aforesaid Land Records in Liber F. S. R. No. 84 folio 83, saving and excepting therefrom the lot of ground conveyed to Mack Galloway and wife by deed dated October 6, 1931, and recorded among the aforesaid Land Records in Liber F. S. R. No. 90 folio 211. Said lot of ground is improved by a frame dwelling and garage.

(2). All that lot of ground situate near Camp Parole, in the Second Election District of Anne Arundel County, Maryland, on the South side of a thirty foot road, with a frontage thereon of 40 feet and a depth of 150 feet, designated as Lot No. 11 on the plat of the subdivision of the property of R. L. Moss, October, 1927, which plat is recorded in Plat Book F. S. R. No. 3 folio 37, of said County. Being the lot of ground which was conveyed to the said Robert Thornton and Charlotte Thornton, his wife, by Raymond L. Moss, unmarried, et al, by a confirmatory deed dated the 5th day of November, 1937, and recorded among the aforesaid Land Records in Liber F. A. M. No. 173 folio 287.

This lot is unimproved.

(2) . And the said Assignee further reports that he has received from the purchaser the deposit of \$300.00, as 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: The above properties will be offered separately and then as a whole; if sold separately, a deposit of \$200.00 will be required of the purchaser on the firstly described property, and \$100.00 deposit on the secondly described property. If sold as a whole a deposit of \$300.00 will be required of the purchaser on the day of sale. 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 the sale. Taxes to be adjusted to the day of sale."

Respectfully submitted,

George E. Rullman, Assignee.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 14th day of November, 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 foregoing Report of Sale are true, and that the sale was fairly made.

Witness my hand and Notarial Seal,

(Notarial Seal)

Ruby W. Chaney,
Notary Public.

Advertisement of Sale -- George W. Scible, Auctioneer.

Assignee's Sale of valuable Real Estate situate in the Second Election District of Anne Arundel County, Maryland.

Under and be virtue of the power of sale contained in a mortgage from Robert Thornton and Charlotte Thornton, his wife, dated the 17th day of November, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 170, folio 268, 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, Md., on Tuesday, Nov. 14, 1939 at 11 o'clock A. M. The property described in said mortgage, namely:

1. All that lot of ground situate in the Second Election District of Anne Arundel County, Maryland, on the north side of Smithville avenue, with a frontage thereon of 30.69 feet and an irregular depth, being the easterly portion of Lot No. 2 on the plat made by Robert L. Burwell, C. E., and recorded among the aforesaid Land Records in Liber F. S. R. No. 82, folio 323. Being a part of the property which was conveyed to the said Robert Thornton by Albert S. Johnson and Virginia J. Johnson, his wife, by a confirmatory deed dated May 9, 1931, and recorded among the aforesaid Land Records in Liber F. S. R. No. 84, folio 83.

Said lot of ground is improved by a frame dwelling and garage.

2. All that lot of ground situate near Camp Parole, in the Second Election District of Anne Arundel County, Maryland, on the south side of a thirty-foot road, with a frontage thereon of 40 feet and a depth of 150 feet, designated as Lot No. 11 on the plat of the subdivision of the property of R. L. Moss, October, 1927, which plat is recorded in Plat Book F. S. R., No. 3, folio 37, of said county. Being the lot of ground which was conveyed to the said Robert Thornton and Charlotte Thornton ~~and Charlotte Thornton~~, his wife, by Raymond L. Moss, unmarried, et al, by a confirmatory deed dated the 5th day of November, 1937, and recorded among the aforesaid Land Records in Liber F. A. M. No. 173, folio 287. This lot is unimproved.

Terms of Sale: The above properties will be offered separately and then as a whole; if sold separately, a deposit of \$200 will be required of the purchaser on the firstly described property, and \$100 deposit on the secondly described property. If sold as a whole a deposit of \$300 will be required of the purchaser on the day of sale. 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 the sale. Taxes to be adjusted to the day of sale.

George E. Rullman, Assignee,
Lee Bldg., Annapolis, Md.

Auctioneer's Certificate.

November 14, 1939.

I hereby certify that I have this day sold the within described property to the Annapolis & Eastport Building Association at and for the sum of One Thousand Dollars (\$1,000.00), it being the highest bidder therefor, and I further certify that the sale was fairly made.

Geo. W. Scible, Auctioneer.

Purchaser's Agreement.

We hereby certify that we have this 14th day of November, 1939, purchased the property described on the within handbill from George E. Rullman, Assignee, at and for the sum of One Thousand Dollars (\$1,000.00), and we hereby agree to comply with the terms of sale, as set

forth on the reverse side hereof.

Attest:

(Corporate Seal)
Tilden O. Atwell,
Secretary.

The Annapolis & Eastport Building Association, of the City of Annapolis, Maryland,
By T. Roland Brown, President.

ORDER NISI

Ordered, this 15th., day of November, 1939, that the sale of the property made and reported by George E. Rullman, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 16th., day of December, 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 16th., day of December, 1939.

The report states that the amount of sales to be One Thousand Dollars (\$1,000.00).

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., Dec. 12, 1939

We hereby certify, that the annexed Order Nisi - No. 7909 Equity - Sale - Robert Thornton and wife 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 16th day of December, 1939. The first insertion being made the 16th., day of November, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered by the Court, this 22 day of December, 1939, that the sale made and reported by the Assignee aforesaid, be and the same is hereby Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee 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 January 11th 1940.

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 Robert Thornton and Wife
in ac. with George E. Rullman, Assignee.

To Assignee for fee	\$50.00	\$
To Assignee for commissions	58.00	108.00

To Assignee for Court costs, viz:

" Plaintiff's Solicitor's appearance fee	10.00	
" Clerk of Court - Court costs	12.85	
" Auditor	<u>9.00</u>	31.85

To Assignee for Expenses, viz:

" Capital-Gazette Press - advertising sale	30.00
" Capital-Gazette Press - handbills	5.50

To amounts brought forward	\$35.50	\$139.85
" Capital-Gazette Press- order nisi on report of sale	5.00	
" Capital-Gazette Press - auditor's acct. order nisi on	5.00	
" George W. Scible - auctioneer	11.00	
" C. F. Lee & Co., Agent - bond premium	10.00	
" Clerk of Court - recording assignment	.75	
" One-half Federal revenue stamps	.50	
" One -half State revenue stamps	.50	
" Ruby W. Chaney - notary fees	<u>1.00</u>	69.25

To Assignee for Benefit Charges, viz:

" Annapolis Water Co.- water rent (adj)		2.62
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To Annapolis & Eastport Building Ass'n.,

Mortgagee - on account mortgage claim		<u>788.28</u>
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		<u>\$1,000.00</u>
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Amount of mortgage claim filed	\$1,097.34	
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Cr. Amount allowed as above	<u>788.28</u>	
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Balance subject to decree in personam	\$ 309.06	
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Cr. Nov. 14, 1939 Proceeds of Sale

	<u>\$1,000.00</u>
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ORDER NISI

Ordered, This 11th., day of January, 1940, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 12th day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of February next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., Feb. 12, 1940

We hereby certify, that the annexed Order Nisi - No. 7909 Eq. Auditor's Account Robert Thornton 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 12th day of February, 1940. The first insertion being made the 12th day of January, 1940

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 13 day of February, 1940, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the 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. 7917 Equity.
 gaged Real Estate of Joseph W. Hopkins and : In The Circuit Court for
 Violet C. Hopkins, His Wife. : Anne Arundel County.

Mr. Clerk:

Please docket this suit, file the within mortgage, pass upon and file the accompany-
 ing bond.

George E. Rullman, Assignee.

Mortgage --Filed Nov. 8th., 1939.

This Mortgage, Made this 5th day of March, in the year Nineteen hundred and twenty-seven, Joseph W. Hopkins and Violet C. Hopkins, his wife, of Anne Arundel County, Maryland, mortgagors, and the Annapolis and Eastport Building Association, of the City of Annapolis, Maryland, a body corporate under the Laws of said State, mortgagee.

Whereas, the said Joseph W. Hopkins and Violet C. Hopkins, his wife, being the holders of sixty shares of unredeemed stock of said Association and a member thereof, have received from it an advance of Three Thousand dollars to complete the purchase price of the property, hereinafter mentioned, which is the full par value of said sixty 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 sixty 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 Joseph W. Hopkins and Violet C. Hopkins, his wife, do hereby grant and convey unto the said Annapolis and Eastport Building Association, its successors and assigns.

All that lot of ground situate in the village of Eastport, Second Election District of Anne Arundel County, Maryland, on the southeast side of Chesapeake Avenue, with a frontage thereon of 75 feet and a uniform depth of 164 feet, being parts of lots Nos. 98 and 99 as shown on Duvall's Plat of Eastport, filed in Plat Book No. 1, Section 1, folio 11, of Anne Arundel County. Being the lot of ground which was conveyed to the said Joseph W. Hopkins and Violet C. Hopkins, his wife, by Frank Coates and wife, by deed of even date herewith, which said deed is intended to be recorded prior to or with this mortgage among the Land Records of Anne Arundel County; and being the lot of ground which was conveyed to Frank Coates by Oscar E. Dudley and wife, by deed dated the 24th day of November, 1923, and recorded among the aforesaid Land Records in Liber W. N. W. No. 84, folio 207.

It is hereby understood and agreed that the said Joseph W. Hopkins and Violet C. Hopkins, his wife, shall have the privilege of paying the sum of Ten Cents (\$.10) per week on each share instead of Twenty Five Cents (\$.25), as hereinafter provided, if they desire to do so.

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

To have and to hold the above described parcel of ground and premises unto and to the use and benefit of said Annapolis and Eastport Building Association, its successors and assigns forever.

Provided, That if the said mortgagors shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this mortgage shall be void.

And the said mortgagors, for themselves, their heirs, executors, administrators and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows, viz:

To pay to the said mortgagee, its successors and assigns, on the principal sum, the weekly sum of Fifteen Dollars being Twenty-Five Cents on each share every Saturday night in week regularly and promptly, for the period of four years from the date hereof, or until the aggregate of said each/weekly payments so made, shall, exclusive of all losses and liabilities and fines and penalties imposed, amount to the said advanced sum of Three 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 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 Joseph W. Hopkins and Violet C. Hopkins, 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 Three Thousand 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 Winson G. Gott, its authorized attorney and solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and to convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel county--which terms shall be such as the party making the sale shall elect--and the proceeds of such sale shall be applied, first, to the payment of all expenses of the sale, including a fee of twenty-five dollars, and a commission to the party making the sale of said property, usually allowed trustees for making sale of property by virtue of a decree of a Court of Equity jurisdiction, in the State of Maryland; secondly, to the payment of all taxes and other public dues or debts charged against said property to the day of sale; then to the payment of all claims and demands of said mortgagee, whether then matured or not, and the balance, if any, to be paid to the said mortgagors, or 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 Winson G. Gott, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

Witness the hands and seals of the mortgagors.

Test:

Ruby W. Chaney

Jos. W. Hopkins, (Seal)

Violet C. Hopkins, (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 5th day of March, in the year Nineteen hundred and twenty-seven before me, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Joseph W. Hopkins and Violet C. Hopkins, his wife, and acknowledged the foregoing mortgage to be their act.

And at the same time also personally appeared George C. Barton, the President of the Annapolis and Eastport Building Association, and made oath in due form of law that the consideration named in the foregoing mortgage, is true and bona fide as therein set forth.

Witness my hand and notarial seal.

(Notarial Seal)

Ruby W. Chaney,
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, this 3rd day of November, 1939.

Attest:

Tilden O. Atwell,
Secretary.

The Annapolis & Eastport Building Association of the City of Annapolis, Maryland,
By T. Roland Brown, President.

Received for Record 8th day of Nov. 1939, at 11:30 o'clock A.M. and the same day recorded in Liber F. S. R. No. 7, Fol. 84, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

MORTGAGE

This Mortgage, Made this twenty-fourth day of September, in the year Nineteen hundred and twenty-eight between Joseph W. Hopkins and Violet C. Hopkins, his wife, of Anne Arundel County, Maryland, mortgagors, and the Annapolis and Eastport Building Association, of the City of Annapolis, Maryland, a body corporate under the Laws of said State, mortgagee.

Whereas, the said Joseph W. Hopkins and Violet C. Hopkins, his wife, being the holders of ten shares of unredeemed stock of said Association and a member thereof, have received from it an advance of Five Hundred (\$500.00) dollars, which is the full par value of said ten shares of

stock when fully paid up and completed, in the contemplation of the object and purposes of said Association, and in order to secure the full payment of said ten shares of stock to said Association in accordance with its present constitution, said mortgagors have agreed to execute this mortgage--the execution hereof being a condition precedent 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 Joseph W. Hopkins and Violet C. Hopkins, his wife, do hereby grant and convey unto the said Annapolis and Eastport Building Association, its successors and assigns,

All that lot of ground situate in the village of Eastport, Second Election District of Anne Arundel County, Maryland, on the southeast side of Chesapeake Avenue, with a frontage thereon of 75 feet and a uniform depth of 164 feet, being parts of lots Nos. 98 and 99 on Duvall's Plat of Eastport, filed in Plat Book No. 1, Section 1, folio 11, of Anne Arundel County.

Being the identical property which was conveyed to the said Joseph W. Hopkins and Violet C. Hopkins, his wife, by Frank Coates and Margaret Coates, his wife, by deed dated the 5th day of March, 1927, and recorded among the aforesaid Land Records in Liber F. S. R. No. 9, folio 150.

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 Two 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 Five Hundred dollars, and to pay as interest on said advanced sum on every Saturday night during said period, the further weekly sum of six cents on each of said shares of stock, the said weekly interest of six cents ceasing on each share only when the par value thereof (fifty dollars) clear of all losses and liabilities, fines and penalties, shall have been repaid.

To pay all ground rent, taxes and assessments of all kinds for which the hereby mortgaged property now is or may hereafter become liable when payable.

To pay all fines and penalties that may be imposed on the said Joseph W. Hopkins and Violet C. Hopkins, 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 Five Hundred dollars, and have

the policy of insurance so endorsed or assigned that the same shall enure to the benefit of said mortgagee, its successors or assigns, in the event of loss or damage, to the extent of its or their claim hereunder.

The said weekly payments shall continue to be made as herein specified, and the covenants shall remain in force until the aggregate of the weekly sums aforesaid paid by said 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 twenty-five dollars, and a commission to the party making the sale of said property, usually allowed trustees for making sale of property by virtue of a decree of a Court of Equity jurisdiction, in the State of Maryland; secondly, to the payment of all taxes and other public dues or debts charged against said property to the day of sale; then to the payment of all claims and demands of said mortgagee, whether then matured or not; and the balance, if any, to be paid to the said mortgagors, or 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:

Laura R. Jickling

Jos. W. Hopkins (Seal)

Violet C. Hopkins(Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this twenty-fourth day of September, in the year Nineteen hundred

and twenty-eight, before me, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Joseph W. Hopkins and Violet C. Hopkins, his wife, and acknowledged the foregoing mortgage to be their act.

And at the same time also personally appeared George C. Barton, the President of the Annapolis and Eastport Building Association, and made oath in due form of law that the consideration named in the foregoing mortgage, is true and bona fide as therein set forth.

Witness my hand and notarial seal.

(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, this 3rd day of November, 1939,

Attest: (Corporate Seal) The Annapolis & Eastport Building Association of the City of Annapolis, Maryland.
Tilden O. Atwell, Secretary. By T. Roland Brown, President.

Received for Record 8th day of Nov. 1939, at 11:30 o'clock A.M. and the same day recorded in Liber F. S. R. No. 29, Fol. 177, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Statement of Mortgage Debt --Filed Nov. 8th., 1939.

Annapolis, Md., November 3, 1939.

Mr. Joseph W. Hopkins and wife,

To The Annapolis & Eastport Building Association, Dr.

To balance due on mortgages	\$3,289.56
To interest	98.34
To fine	<u>6.60</u>
Total	\$3,394.50

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this third day of November, 1939, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Tilden O. Atwell, Secretary of the Annapolis & 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.

Bond --Filed and Approved 8th day of Nov. 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 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, administrators and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this third day of November, in the year of our Lord nineteen hundred and thirtieth.

This case (Equity No. 7917) continued in J. H. H. No. 49 Folio 1, etc.