This case (No. 7917 Equity) continued from J. H. H. No. 48 Folio 500.

In the Matter of the Sale of the Mortgaged : No. 7917 Equity.
Real Estate of Joseph W. Hopkins and : In The Circuit Court for
Violet C. Hopkins, his wife. Anne Arundel County.

Whereas, the above bounden , George E. Rullman, by virtue of a power contained in 2 mortgages from Joseph W. Hopkins and Violet C. Hopkins, his wife, to Annapolis & Eastport Building Association of City of Annapolis, Md., dated March 5, 1927, and September 24/28 and recorded in Liber F. S. R. No. 7 folio 82 etc. and Liber F. S. R. No. 29, folio 175, respectively, 2 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, as Assignee of said mortgages, is about to execute the power vested in him in said mortgages.

Now the Condition of the Above Obligation is Such, that if the above bounden 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
Ruby W. Chaney (Corporate Seal) Chas. F. Lee of
Per Chas. F. Lee & Co., Agts.

Assignee's Report of Sale --Filed Nov. 29th., 1939.

To The Honorable, The Judges of Said Court:

The Report of Sale of George E. Rullman, Assignee of the Mortgages filed in these proceedings, respectfully shows:

(1). That under and by virtue of the power of sale contained in two mortgages from Joseph W. Hopkins and Violet C. Hopkins, his wife, dated the 5th of March, 1927, and the 24th of September, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 7 folio 82, and in Liber F. S. R. No. 29 folio 175, respectively, the said George E. Rullman, as the Assignee of said mortgages, by short assignments 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 28th, 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 Three Thousand Dollars ($3,000.00), it being at that figure the highest bidder therefor, the said property being the following:

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 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.

Said lot of ground is improved by a seven room bungalow with all modern conveniences, and known as No. 215 Chesapeake Avenue.

(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: 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 29th 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 aforegoing 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 property situate on Chesapeake Avenue, Eastport, Anne Arundel County, Maryland,

Under and by virtue of the power of sale contained in two mortgages from Joseph W. Hopkins and Violet C. Hopkins, his wife, dated March 5th, 1927, and September 24, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 7, folio 82, and in Liber F. S. R. No. 29, folio 175, respectively, the undersigned, as the assignee of said mortgages, by short assignments recorded at the foot of said mortgages, 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, Nov. 28, 1939 at 11 o'clock A. M., the property described in said mortgage, namely:

All that lot of ground situate in the Village of Eastport, in the Second Election District of Anne Arundel County, Maryland, on the southeast side of Chesapeake avenue, with a frontage thereon of seventy-five (75) feet and a uniform depth of one hundred and sixty-four (164) feet, being parts of lots Nos. 98 and 99 on Duvall's Plat of Eastport, filed in Plat Book G. W. No. 1, Section 1, folio 11, of Anne Arundel County. Being the 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.

Said lot of ground is improved by a seven-room bungalow with all modern conveniences, and known as No. 215 Chesapeake avenue.

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 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.

November 28, 1939.

I hereby certify that I have this day sold the property described in the within handbill to The Annapolis & Eastport Building Association at and for the sum of Three Thousand Dollars ($3,000.00), it being the highest bidder therefor, and I further certify that the sale was fairly made.

Geo. W. Scible, Auctioneer.

We hereby certify that we have this 28th day of November, 1939, purchased the property described on the within handbill from George E. Rullman, Assignee, at and for the sum of Three Thousand ($3,000.00) Dollars, and we hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

Attest:
Tilden O. Atwell
Secretary.

The Annapolis & Eastport Building Association, of the City of Annapolis, Md.
By T. Roland Brown, President.

ORDER NISI

Ordered, this 29th., 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 30th., 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 30th., day of December, 1939.

The report states that the amount of sales to be Three Thousand Dollars ($3,000.00).

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., Dec. 22, 1939.

We hereby certify, that the annexed Order Nisi - Sale - Joseph W. Hopkins and Violet C. Hopkins, his wife - No. 7917 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 30th day of December, 1939. The first insertion being made the 30th day of November, 1939.

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

Ordered by the Court, this 9th day of January, 1940, 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 20th 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 Joseph W. Hopkins and Wife

in ac. with George E. Rullman , Assignee

To Assignee for fee	$50.00	$
To Assignee for commissions	120.00	170.00
To Assignee for Court costs, viz:		
" Plaintiff's Solicitor's appearance fee	10.00	
" Clerk of Court - costs	14.40	
" Auditor	9.00	33.40
To Assignee for Expenses, viz:		
" Capital-Gazette Press - advertising sale	24.00	
" Capital-Gazette Press - handbills	5.50	
" Capital-Gazette Press - order nisi on report of sale	5.00	
" Capital-Gazette Press - order nisi on auditor's acct.	5.00	
" Clerk of Court - recording assignments	1.50	
" C. F. Lee & Co., Agent - bond premium	16.00	
" George W. Scible - Auctioneer	16.00	
" One-half Federal revenue stamp	1.50	
" One-half State revenue stamp	1.50	
" Ruby W. Chaney - notary fees	1.00	77.00
To Assignee for Taxes, viz:		
" 1939 State and County taxes ($68.54-adj)		62.32
To Assignee for Benefit Charges, viz:		
" Anne Arundel County Sanitary Comm -		
" water and sewer benefit charge ($16.81-adj)	15.41	
" Water Rent - to 11/1/39	2.50	17.91
To Annapolis & Eastport Building Ass'n.,		
mortgagee - on account of mortgage claim		2,639.37
		$3,000.00
Amount of mortgage claim filed	$3,394.50	
Cr. Amount allowed as above	2,639.37	
Balance subject to decree in personam	$ 755.13	

Cr. Nov. 28, 1939

Proceeds of Sale $3,000.00

ORDER NISI

Ordered, This 20th., 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 21st 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 21st day of February next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., Feb. 23, 1940

We hereby certify, that the annexed Order Nisi - Auditor's Acct. - Joseph W. Hopkins and wife No. 7917 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 21st say of February, 1940. The first insertion being made the 23rd 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 23 day of February, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

In The Matter of the Sale of the Mortgaged Real Estate of Edward Yonke, Ella Yonke and Amelia Kinder.	:	No. 7900 Equity In The Circuit Court for Anne Arundel County.

Mr. Clerk:

Please file the within foreclosure suit and enter my appearance for the mortgage.

R. E. Kindred,

Attorney named in Mortgage.

Original Mortgage, --Filed Oct. 3rd., 1939.

This Mortgage, Made this 5th day of March, 1931, by and between Edward Yonke and Ella E. Yonke, his wife, of the first part, and Amelia Kinder, (wife of Herman Kinder) of the second part, hereinafter referred to as mortgagors, and the Glen Burnie Savings and Loan Association of Anne Arundel County, Maryland, a body corporate, duly incorporated in said State, hereinafter referred to as mortgagee.

Whereas, the said mortgagors being the holder of Twelve shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $1200.00, which is the full par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said association, and in order to secure the full payment and completion of said shares of stock to said body corporate in accordance with its present constitution, said mortgagors have agreed to execute this mortgage, the execution hereof being a condition precedent to said advance being made by said association.

Witnesseth, that in consideration of the premises and the sum of one dollar, the receipt of which is hereby acknowledged, the said mortgagors do hereby grant and convey unto said body cor-

porate, the Glen Burnie Savings and Loan Association, its successors and assigns, all those lots of ground situate, lying and being in Anne Arundel County, and more particularly described as follows:

Beginning for the first part at the Northeast corner of Gottlieb Zankas' purchase; thence running with Gottlieb Zankas' land and Charles Zankas' land West fifty-six one-quarter perches to the Skinbach lot; thence North forty-six perches to the Chestnut Grove land; thence with said land South sixty-six degrees East sixty-four 43/100 perches; thence South seven and one-half degrees, West twenty perches to the place of beginning. Containing and laid out for twenty acres more or less.

Being the same property which was conveyed to Edward Yonke by Max Balotine and Rebecca Balotine, his wife, by Deed dated the 12th day of April, 1919, and recorded among the Land Records of Anne Arundel County, in Liber W. N. W. No. 46, folio 25.

Beginning for the second part at the end of fifty seven and one half perches in a line drawn North eighty three degrees West from the end of the third line of a Deed from Mary L. Cowley and husband to Melvine and Mancha, duly recorded in Liber S. H. No. 33, folio 525, among the Land Records of Anne Arundel County, and also forming a corner of the same tract sold to Gottlieb Yanka and wife; thence running North sixty-three perches; thence West fifteen and seven-tenths perches to Shinback's land; thence South eleven and four-tenths perches; thence West sixteen perches, thence South forty eight perches to a proposed private road; thence with the same South eighty-three (83) degrees East thirty-two degrees to the place of beginning.

Being the same property which was conveyed to Edward Yonke by John Seifert and Sophie Seifert, his wife, by Deed dated the 13th day of September, 1919, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 106, folio 188.

Beginning for the third part at a point on the Southwest side of said roadway 164.5 from the Northwest intersection of said roadway and County Road; thence leaving said roadway and running South, 50 degrees, West 217 feet to a thirty foot road; thence with said road North 35 degrees, West 203 feet; thence leaving said road and running North 65 degrees, East 243 feet 3 5/8 inches to the Southwest side of said roadway, 27 feet wide; thence with the said side of said roadway South, 25 degrees, East 147 feet to the point of beginning. Containing 0.924 of an acre of land, more or less, according to a Plat and survey thereof made by Herman H. Roemer, September, 1923, with the use in common of the aforesaid roads, twenty-seven and thirty feet wide, respectively.

Being the same property which was conveyed to Edward Yonke, by Adam J. Petersam and Margaret K. Petersam, his wife, by Deed dated the 12th day of June, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 109, folio 254.

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

To Have and To Hold the above described parcel of ground and premises unto and to the use and benefit of the Glen Burnie Savings and Loan Association, the mortgagee aforesaid, its successors and assigns, in fee simple.

Provided, that 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 respectfully, 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, the monthly sums of $12.00 as dues at every regular monthly meeting of said mortgagee until, the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $6.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interests shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him or them by said mortgagee, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the mortgagee.

All of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

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 payments of any of the said monthly sums of money, and continue for a period of thirteen weeks, or in the performance of the covenants or conditions herein mentioned on the part of the said mortgagors; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said mortgagee, its successors or assigns, or Robert E. Kindred, its authorized attorney or solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County; and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale shall be applied, first, to the payment of all expenses of the sale, including a fee of 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 taxes and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said mortgagee hereunder, whether then matured or not, and the balance to be paid to the said mortgagors or whosoever may be entitled to the same.

And the said 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 selected by the said mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least $1200.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said mortgagee, to the extent of its lien or claim hereunder, and to deliver said policies to said mortgagee, its successors and assigns.

Witness the hands and seals of the mortgagors.

Test:

Charles W. Mulligan
as to all signatures

Edward Yonke (Seal)
Ella E. Yonke (Seal)
Amelia Kinder (Seal)

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this 5th day of March, 1931, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County, personally appeared Edward Yonke and Ella E. Yonke, his wife, and Amelia Kinder, (wife of Herman Kinder) and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared James H. Croggon the Vice-President of the Glen Burnie Savings and Loan Association of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage, is true and bona fide as therein set forth.

As witness my hand and Seal.

Charles W. Mulligan (Seal)

Justice of the Peace.

Mortgagee's Statement -- Filed Oct. 31st., 1939.

October 31, 1939

Edward & Ella Yonke,

to The Glen Burnie Savings & Loan Association of Anne Arundel County,

Glen Burnie, Md.

To mortgage loan	$1,200.00
" Paid on principal	154.99
	$1,045.01
" interest to October 31, 1939	26.14
	$1,071.15

Bond --Filed and Approved 31st. Oct. 1939

Know all Men by these Presents:

That we, Robert E. Kindred, Attorney, of Anne Arundel County, State of Maryland, as Principal, and the United States Fidelity and Guaranty Company, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Fifteen 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 28th day of October, in the year of our Lord, Nineteen Hundred Thirty Nine.

Whereas, the above bounden Robert E. Kindred by virtue of the power contained in a mort- from Edward Yonke and Ella Yonke, his wife and Amelia Kinder to The Glen Burnie Savings & Loan Association of Anne Arundel County bearing date the 5th. day of March, 1931 and recorded among the mortgage records of Anne Arundel County in Liber F. S. R. No. 83, Folio 193 and The said bounden, Robert E. Kindred, 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, Robert E. Kindred 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 — Robert E. Kindred (Seal)

in the presence of — United States Fidelity and

Viola Kindred — (Corporate Seal) — Guaranty Company

By C. H. Chilcote

Attorney-in-fact.

Report of Sale --Filed Nov. 7th., 1939.

To The Honorable, The Judge of Said Court:

The Report of Robert E. Kindred, Attorney named in Mortgage to make sale of the Properties mentioned herein, respectfully shows:

That after giving bond, with approved security, and after giving notice of the time, places, manner and terms of sales, by advertisement in the Maryland-Gazette, a weekly newspaper published in said county, for more than twenty days before the sales, he did pursuant to said notice attend on the premises, on Tuesday, October 31, 1939 at the times specified in said notice, and then and there proceeded and did sell said parcels as follows:

Parcel No. 1, containing 0.924 acres of land, improved by a five room dwelling and frame garage, situate at Earleigh Heights near the Baltimore-Annapolis Railroad Station to Daniel J. Sohn and Marie C. Sohn, his wife, at and for the sum of Seven Hundred ($700.00) Dollars, they being then and there the highest bidder for said property.

Parcel No. 2, containing 11 acres, more or less, improved by a frame dwelling and frame outbuildings, adjoining the "Home Place", near Pasadena, Maryland, in the Third Election District of said county to Edward Kinder, Henry Kinder, Jr., and August Kinder, at and for the sum of Seven Hundred Seventy Five ($775.00) Dollars, they being then and there the highest bidders for said property.

Parcel No. 3, was withdrawn from the sale.

For more detail description of Parcel No. 1. see Liber W. N. W. No. 106, Folio 254 and for Parcel No. 2. See Liber W. N. W. No. 106, Folio 188.

And as in Duty Bound etc.

Robert E. Kindred,

Attorney named in Mortgage.

State of Maryland, Anne Arundel County: To wit:

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, Robert E. Kindred, Attorney named in Mortgage aforesaid, and made oath in due form or law, that the matters and facts set forth in the within Report of Sale are true to the best of his knowledge and belief and that the sales were fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal) — Viola Kindred,

Notary Public.

Advertisement of Sale -- — William H. Moss & Co., Auctioneers.

Mortgagee's Sale of Two Small Farms and 0.924 Acre Tract improved in the Third Election District

Under and by virtue of a power of sale contained in a mortgage from Edward and Ella Yonke and Amelia Kinder, dated March 5,1931, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 83, folio 193, default having occurred, the undersigned, Robert E.

Kindred, attorney named in mortgage for purposes of foreclosure, will sell at public auction on the several premises, Tuesday, October 31, 1939 at 2:00, 2:30 and 3:00 o'clock P. M. the following real estate and improvements:

Parcel No. 1, at 2:00 P. M., situate at Earleigh Heights, near the Baltimore and Annapolis R. R. Station, containing 0.924 acres, improved by a 5-room frame dwelling and garage. For description, see Liber W. N. W. No. 109, folio 254.

Parcel No. 2, at 2:30 P. M., adjoining the premises now occupied by the said mortgagors, containing 11 acres, more or less, improved by a 5-room frame dwelling and outbuildings. For title, see Liber W. N. W. No. 106, folio 188.

Parcel No. 3, at 3:00 P. M., the "home place," abutting upon the Jumpers Hole Road, between Pasadena and Earleigh Heights, containing 20 acres of land, more or less, improved by a 7-room frame dwelling and outbuildings. For more detailed description, see Liber W. N. W. No. 46, folio 25, etc.

This may be an opportunity to purchase a small farm under cultivation.

Terms of Sale: $100.00 deposit on each of the three parcels on the day of sale. Balance of cash upon ratification of sale. Interest of 6 per cent per annum on deferred payments.

Telephone:Glen Burnie 2. Robert E. Kindred,

No. 100 Central Avenue, Glen Burnie, Md. Attorney Named in Mortgage

This is to Certify, that __ have this 31st., day of October, 1939, purchased from Robert E. Kindred, the following real estate and at and for the following prices to wit:

Parcel No. 1 $700.00

Attest: Daniel J. Sohn Charles Katcher (Seal)

Parcel No, 2 $775.00

Attest: Albert Kinder Edward Kinder

Parcel No. 3 Withdrawn.

This is to Certify, that I sold the above mentioned properties to the parties mentioned herein and at the above prices; and I Further Certify, that the sales were fairly made.

Wm. H. Moss & Co., Auctioneer.

By Thomas O. Gott.

ORDER NISI

Ordered, this 7th., day of November, 1939, That the sale of the property mentioned in these proceedings made and reported by Robert E. Kindred, Attorney named in Mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 9th., 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 9th., day of December next. The report states that the amount of sales to be $1475.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Dec. 12, 1939

We hereby certify, that the annexed Order Nisi - Sales No. 7900 Equity Yonke was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of December, 1939. The first insertion being made the 16th day of November, 1939.

The Capital-Gazette Press, Inc.

By A. Friend.

ORDER NISI

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

Petition and Order on Judgment Claim --Filed Nov. 21st., 1939.

To the Honorable, The Judges of said Court:

The petition of The J. F. Johnson Lumber Company, respectfully shows:

That your Petitioner holds a judgment of this Honorable Court against Edward Yonke and Ella Yonke, for an unpaid balance of One hundred twenty-eight dollars and sixty-nine cents ($128.69) with interest from May 1st., 1934, and costs etc., a short copy of which judgment is hereto attached.

That the property of said defendants has been sold under foreclosure proceedings in the above entitled cause and it appears from the Report of Sale filed in these proceedings that there is a surplus in the hands of the Trustee making said sale.

Your petitioner, therefore, prays the Court to pass an Order authorizing and directing the Auditor in stating the Account in this case to allow to your petitioner on account of its judgment claim, any surplus proceeds from the sale of said property after the payment of the mortgage debt, interest and costs properly chargeable thereto.

And as in duty bound, etc.

H. Melvin Bull,

Solicitor for Plaintiff.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 21th day of November, 1939, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. P. Johnson, Vice-President of The J. F. Johnson Lumber Company, who made oath in due form of law that Edward Yonke and Ella Yonke, his wife, are justly indebted unto The J. F. Johnson Lumber Company in the sum of $128.69 together with interest and costs which claim has been reduced to judgment, as set forth in the aforegoing petition.

As Witness my hand and Notarial Seal.

(Notarial Seal) V. Larkin Dicus,

Notary Public.

ORDER OF COURT

Ordered By The Circuit Court For Anne Arundel County, In Equity, upon the aforegoing petition, exhibit and affidavit on this 22nd day of November, 1939, that the Auditor be and he is hereby authorized and directed to allow the claim of The J. F. Johnson Lumber Company as set forth in the aforegoing petition and exhibit, out of any surplus proceeds of the sale of the mortgaged property in this case according to priority of its claim, subject to Exceptions.

Ridgely P. Melvin, Judge.

Auditor's Report and Account --Filed January 9th., 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 Edward Yonke, et al in ac. with Robert E. Kindred, Attorney

To Attorney for fee	$50.00	$
To Attorney for commissions	75.63	125.63
To Attorney for Court costs, viz:		
" Plaintiff's Solicitor's appearance fee	10.00	
" Clerk of Court - Court costs	12.35	
" Auditor	9.00	31.35
To Attorney for Expenses, viz:		
" Capital-Gazette Press - advertising sale	22.50	
" Capital-Gazette Press - handbills	5.50	
" Capital-Gazette Press - order nisi on Report of Sale	5.00	
" Capital-Gazette Press - order nisi on Auditor's acct.	5.00	
" U.S.Fidelity & Guarranty Co.- bond premium	10.00	
" W. H. Moss & Co. - auctioneer (1st parcel)	10.00	
" W. H. Moss & Co. - auctioneer (2nd parcel)	10.00	
" Viola Kindred - notary fees	.50	68.50
To Attorney for Taxes, viz:		
" 1938 State & County taxes (1st parcel)	16.27	
" 1939 State & County taxes ($14.50-adj)	12.10	
" 1938 State & County taxes (2nd parcel)	12.71	
" 1939 State & County taxes ($10.87-adj)	9.07	50.15
To Glen Burnie Savings & Loan Ass'n., mortgagee- in full for claim filed		1,071.15
To J. F. Johnson Lumber Company - this balance on account judgment claim filed		128.22
		$1,475.00

Cr. Oct. 31, 1939

Proceeds of Sale $1,475.00

ORDER NISI

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

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis. Md., February 13, 1940

We hereby certify, that the annexed Order Nisi - Aud-Acct.-Yonke #7900 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 10th day of February, 1940. The first insertion being made the 11th day of January, 1940.

The Capital-Gazette Press, Inc.

By H. L. Strange

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 13th day of February, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgley P. Melvin, Judge.

Mary A. Wiatekunas, Widow, Et Al	:	No. 7840 Equity
Complainants	:	In The Circuit Court Of
Vs.	:	Anne Arundel County.

Jonas Vaitekunas, also known as Jonas Waitekunas, ETAL Defendants

Bill of Complaint --Filed June 6th., 1939.

To The Honorable, The Judge of Said Court:

The Bill of Complaint of Mary A. Waitekunas, widow, by her attorney, John J. Laukaitis, and of Aleksandra Waitekunas-Kazlo and John Kazlo, her husband; Adolph Waitekunas and Alese Waitekunas, his wife, by their attorney, James K. Cullen, respectfully represents unto this Honorable Court:

Eq

(1) That said Karolis Waitekunas, deceased, departed this life intestate on or about September 26, 1937 leaving surviving him as his heirs-at-law and next-of-kin:-

(a) Mary W. Waitekunas, his widow, residing in Baltimore City, State of Maryland.

(b) Aleksandra Waitekunas-Kazlo, the wife of John Kazlo, a sister of the decedent, residing in Westernport, in the State of Maryland.

(c) Adolph Waitekunas, the husband of Alese Waitekunas, brother of said decedent, residing in Westernport in the State of Maryland.

(d) Jonas Vaitekunas, also known as Jonas Waitekunas, whose marital status is unknown, brother of the aforesaid decedent, a non-resident of the State of Maryland, when last heard from resided in the Republic of Lithuania.

(e) Brone Vaitekunaite-Pivuriene, also known as Bronislava Vaitekunaite-Pivuriene, whose marital status is unknown, a niece of the decedent, the daughter of this decedent's deceased brother, Petras Waitekunas, a non-resident of the State of Maryland and when last heard from resided in the Republic of Lithuania.

(f) Jonas Vaitekunas, also known as Jonas Waitekunas, whose marital status is unknown, a nephew of the decedent,also being a son of Petras Waitekunas, the aforesaid deceased brother of this decedent, a non-resident of the State of Maryland and when last hear_ from resided in Canada.

(2) That although Your Orators believe all the named parties, Complainants and Defendants herein, to constitute all the heirs-at-law and next-of-kin of the decedent, they are not certain that said parties, Complainants and Defendants, constitute all the heirs-at-law and next-of-kin of the decedent.

(3) That the said Karolis Waitekunas, deceased, was at the time of his death seized in fee simple of two lots of ground and improvements; one of said lots being located in Anne Arundel County in the State of Maryland and being the property hereinafter particularly described in a Contract of Sale filed herewith marked Complainants' Exhibit No. 1; and the second of said lots being located in Allegany County in the State of Maryland and being the property particularly described in the contract of sale filed herewith and marked Complainants' Exhibit No. 2.

(4) That the personal estate of the said Karolis Waitekunas, deceased, has been administered in the Orphans' Court of Baltimore City, and that the assets of said estate were more than sufficient to pay the debts of said decedent as well as the collateral inheritance tax upon the property herein described.

(5) That Your Complainants have caused to be filed herewith a certified copy of the Final Order of Distribution of the Orphans' Court of Baltimore City dated 20th day of December, 1938, and passed in the estate of the aforesaid Karolis Waitekunas, deceased, and marked Complainants' Exhibit No. 3, as well as a certified copy of the Inventory, real, also filed in said Court and estate and marked Complainants' Exhibit No. 4.

(6) That the above mentioned lots of ground are not susceptible of partition in kind without loss or injury to the parties entitled, and that it is to the advantage and benefit of said parties that said properties should be sold and the proceeds thereof divided among the parties entitled thereto according to their respective interests therein.

(7) That Your Complainants acting for themselves as well as the other heirs of the said decedent, have executed a contract of sale for the property situate in Anne Arundel County in the State of Maryland unto Lucy Makusis at and for the sum of Five hundred ($500.00) dollars as by reference to the said contract of sale filed herewith as Complainants' Exhibit No. 1 will more fully and at large appear; and that they have also executed a contract of sale for the property situate in Allegany County in the State of Maryland unto Adolph Waitekunas and Aleksandra Kazlo at and for the sum of one thousand ($1000.00) dollars as will by reference to said contract of sale filed herewith as Complainants' Exhibit No. 2 also more fully and at large appear; that it is to the interest and benefit of the parties to this proceedings that this Honorable Court approve and confirm the aforesaid contracts of sale.

Wherefore Your Orators Pray:

(a) That the properties mentioned in these proceedings be sold and that a trustee or trustees be appointed to make said sale, and that the net proceeds thereof be divided among the persons whom this Honorable Court may decree to be entitled thereto.

(b) That this Honorable Court may by its decree approve and confirm the two contracts of sale herein mentioned and attached to the aforegoing Bill of Complaint being Complainants' Exhibit No. 1 and Complainants' Exhibit No. 2.

(c) That Your Orators may have such further and other relief as the case may require.

May it please this Honorable Court to grant unto Your Orators an order of publication giving notice to Jonas Vaitekunas, also known as Jonas Waitekunas, brother of the decedent,

Brone Vaitekunaite-Pivuriene, also known as Bronislava Vaitekunaite-Pivuriene, niece of the decedent, and Jonas Vaitekunas, also known as Jonas Waitekunas, nephew of the decedent, and their respective spouses, if any such exist, and to any further or other unknown heirs of the said Karolis Waitekunas, deceased, of the object and subject of this Bill authorizing them to appear in this Court in person or by their solicitors on or before a certain day to be named therein, to show cause, if any they have, why the decree ought not be passed as prayed.

Mary A. Waitekunas
Aleksandra Waitekunas-Kazlo
John Kazlo
Adolph Waitekunas
Alese Waitekunas

James K. Cullen
John J. Laukaitis
Solicitors for Complainants
Louis Strauss

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify that on this 18th day of May, 1939, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Mary A. Waitekunas, widow, one of the complainants named in the aforegoing Bill of Complaint, and she made oath in due form of law that all of the matters and facts as contained therein are true and bona fide to the best of her knowledge and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) Gertrude Fried
Notary Public.

My commission expires May 1, 1941.

State of Maryland, Allegany County, To Wit:

I Hereby Certify that on this 1st day of May, 1939, before me, the subscriber, a Notary Public of the State of Maryland in and for Allegany County, personally appeared Aleksandra Waitekunas-Kazlo and John Kazlo, her husband, two of the complainants named in the aforegoing Bill of Complaint, and at the same time also appeared Adolph Waitekunas and Alese Waitekunas, his wife, also two of the Complainants in the aforegoing Bill of Complaint, and they respectively made oath in due form of law that all of the matters and facts set forth in the aforegoing Bill of Complaint are true to the best of their knowledge and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) Jas. A. Welsh, Jr.
Notary Public.

My Commission expires May 5, 1941.

Examiner's Exh. D. with testimony J. D. S. --Filed June 6th., 1939. Complainant's Exh. 1.

This Agreement made this 18 day of May, 1939, by and between Mary A. Waitekunas, widow, Aleksandra Waitekunas-Kazlo and John Kazlo, her husband, and Adolph Waitekunas and Alese Waitekunas, his wife, acting for themselves and for the other heirs of Karolis Waitekunas, deceased, of the first part, and Lucy Makusis of the second part.

Witnesseth, that subject to the approval and confirmation of these presents by the Circuit Court for Anne Arundel County, the parties of the first part do hereby bargain and sell unto the party of the second part and the latter doth hereby purchase from the former the following described property situate in Anne Arundel County, State of Maryland, and described as follows:

Beginning for the same on the east side of Furnace Avenue, at the distance of one hundred and forty-nine and four-tenths (149.4) feet southerly from the south corner of Furnace Avenue

and Bell Avenue, and at the southwest corner of Lot No. 196 as laid out on Plat A. Shoreland, hereinafter referred to; thence southerly along the east side of Furnace Avenue fifty-one and nine-tenths (51.9) feet to the northeast side of Lot No. 195; thence southeasterly along the northeast side of Lot No. 195, two hundred and six and fifty-four one hundredths feet to the northwest side of Hodges Avenue; thence northeasterly along the northwest side of Hodges Avenue fifty-nine and four-tenths (59.4) feet to the southwest side of Lot No. 193; thence northwesterly along the southwest side of Lots Numbers 193 and 196, two hundred and fifty-two and forty-four one hundredths (252.44) feet to the place of beginning.

Being Lot No. 194 as laid out on Plat "A" Shoreland, subdivided by the Cityco Realty Company of Baltimore City, and recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. Number 2, folio 2.

Being the same lot of ground and premises described in a deed from the Cityco Realty Company of Baltimore City to Karols Woitekunas dated May 12, 1932, recorded among the Land Recrds of Anne Arundel County in Liber F. S. R. No. 102, folio 545.

At and for the sum of Five hundred dollars ($500.00), payable in cash upon approval and ratification of sale.

Taxes and any other municipal liens and expenses to be adjusted to July 1, 1938.

And upon the payment of the purchase money a deed for the property shall be executed at the Vendee's expenses, which shall convey the property by a good and marketable title to the vendor.

Time is of the essence of this contract.

Witness our hands and seals.

Test:

Jas. A. Welsh, Jr.

Mary A. Waitekunas (Seal)
Aleksandra Waitekunas-Kazlo (Seal)
John Kazlo (Seal)
Adolph Waitekunas (Seal)
Alese Waitekunas (Seal)
Lucy Makusis (Seal)

Complainants' Exhibit No. 2 Contract of Sale --Filed June 6th., 1939.

This Agreement, Made this 1st day of May, 1939, by and between Mary A. Waitekunas, widow, Aleksandra Waitekunas-Kazlo and John Kazlo, her husband, and Adolph Waitekunas and Alese Waitekunas, his wife, acting for themselves and for the other heirs of Karolis Waitekunas, deceased, of the first part, and Adolph Waitekunas and Aleksanora Kazlo of the second part.

Witnesseth, that subject to the approval and confirmation of these presents by the Circuit Court for Anne Arundel County, the parties of the first part do hereby bargain and sell unto the part of the second part and the latter doth hereby purchase from the former the following described property situate in Westernport in Allegany County, State of Maryland, and described as follows:

All the Southern one-half of Lot No. Two (2) in Morrison's First Addition to Westernport and described as beginning at a point on the west side of Main Street at the end of the First Line of Lot No. One in said Addition and running thence with said Main Street North twenty-one Degrees, East twenty-
/five feet, thence North sixty-nine degrees, west one hundred twenty-eight feet to Georges
and with said Creek
Creek/south twenty-one degrees, West twenty-five feet to the second line of Lot No. 1, and with the line thereof reversed, South sixty-nine degrees, East one hundred twenty-eight feet

to the place of beginning.

Being the same lot of ground and premises described in a deed from Edna A. Aronson et al to Karoly Wantekunas dated on or about January 4th, 1926 and now recorded among the Land Records of Allegany County in Deeds Liber 154, folio 193.

At and for the sum of One thousand dollars ($1,000.00), payable in cash upon approval and ratification of sale.

Taxes and any other municipal liens and expenses to be adjusted to July 1st, 1938.

And upon payment of the purchase money a deed for the property shall be executed at the Vendee's expense, which shall convey the property by a good and marketable title to the vendor. Time is of the essence of this contract.

Wtiness our hands and seals.

Test:

Jas. A. Welsh, Jr.

Mary A. Waitekunas (Seal)

Aleksandra Waitekunas-Kazlo (Seal)

John Kazlo (Seal)

Adolph Waitekunas (Seal)

Alese Waitekunas (Seal)

Complainants Exhibit No. 3 --Final Order of Distribution under the Court's Direction and Control --Filed June 6th., 1939.

Whereas, John J. Laukaitis, Administrator of the Estate of Karolis Waitekunas, late of Baltimore City, deceased, in pursuance of Article 93, Section 142, of the Code of Public General Laws of Maryland, 1904, and in pursuance of an order of this Court passed the fifteenth day of September, 1938, has given notice in the Daily Record, a daily newspaper published in said City, by an advertisement of the said order for four successive weeks, thirty days before the day named in such notice to all persons entitled to a distributive share or legacy or residue of the Estate of the said Karolis Waitekunas, to be and appear in this Court on the 17th day of November, 1938, to establish their claim thereto, to the end that the same may be distributed under the control and direction of this Court;

And Whereas Mary A. Waitekunas, claiming as widow, Aleksandra Waitekunas-Kazlo, claiming as sister, Adolph Waitekunas, claiming as brother, Jonas Budrys, Attorney-in-Fact for Jonas Vaitekunas also known as Jonas Waitekunas, claiming as brother, Brone Vaitekunaite-Pivuriene also known as Bronislava Vaitekunaite-Pivuriene, claiming as niece, and Jonas Vaitekunas also known as Jonas Waitekunas, claiming as nephew, appeared as directed by the said notice;

And Whereas no other person has so appeared as directed by the said notice, and it appearing to the Court that the said parties heretofore mentioned in the order are entitled as next-of-kin or otherwise, to the distribution of the said estate;

Now, Therefore, it is this 20 day of December, 1938 Adjudged, Ordered and Decreed by the Orphans' Court of Baltimore City, that John J. Laukaitis, Administrator as aforesaid, make distribution to the following persons, who have appeared at the said meeting in person or through their attorney-in-fact of record in the Orphans' Court of Baltimore City, by payments to them as follows:

Mary A. Waitekunas, widow, Two thousand ($2,000.00) dollars or its equivalent in property as provided by Article 93, Section 127, 1935 Supplement, Annotated Code of Maryland, and one-half of residue:

Aleksandra Waitekunas-Kazlo, sister, one-eighth of residue;

Adolph Waitekunas, brother, one-eighth of residue;

Jonas Vaitekunas, also known as Jonas Waitekunas, brother, one-eighth of residue;

Brone Vaitekunaite-Pivuriene, also known as Bronislava Vaitekunaite-Pivuriene, niece, one-sixteenth of residue;

Jonas Vaitekunas, also known as Jonas Waitekunas, nephew, one-sixteenth of residue.

After the said Administrator shall have paid out of the said residue all further costs of the administration of the said estate and the costs of this proceedings.

Philip L.Sykes

Leo J. Cummings

Samuel Lasch

Judges.

In Testimony , That the aforegoing is a true copy taken from one of the Records of the proceedings of the Orphans' Court of Baltimore City. I hereunto subscribe my name and affix the seal of the said Court, the 2 day of June in the year of our Lord nineteen hundred and thirty-nine.

Test: (Court Seal)

John H. Bouse

Register of Wills for Baltimore City.

1937 Real Inventory --Complainants Exhibit No. 4 --Filed June 6" 1939

A True and Perfect Inventory of all the Real Estate (subject to Collateral Tax) of Karolis Waitekunas late of Baltimore City, deceased, appraised by the subscribers, Joseph Kelly John J. Burns 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.

All of the following described real estate situated in Westernport, Allegany County, Maryland to-wit:

All of the southern one-half of Lot No. Two (2) in Morrison's First Addition to Westernport and described as beginning at a point on the West side of Main Street at the end of the First line of Lot No. One in said Addition, and running thence with said Main Street North 21 degrees East 25 feet thence North 69 degrees West 128 feet to Georges Creek and with said Creek South 21 degrees West 25 feet to the second line of Lot No. 1, and with the line thereof reversed South 69 degrees East 128 feet to the place of beginning.

Being one-half of the same property which was conveyed unto the said George Habeeb by a deed from T. Bayard Michaels, Executor, dated April 19, 1915 and recorded among the Land Records of Allegany County, Maryland in Liber No. 116, Folio 404.

Known as Nos. 81 and 83 Main Street, Westernport, Maryland.

Improved by two story double frame dwelling. $1000.00

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

Beginning for the same on the east side of Furnace Avenue at the distance of one hundred and forty-nine and four-tenths feet (149.4) Southerly from the South corner of Furnace Avenue and Bell Avenue and at the Southwest corner of Lot 196 as laid out on Plat A Shoreland hereinafter referred to; thence Southerly along the East side of Furnace Avenue fifty-one and nine-tenths feet (51.9) to the Northeast side of Lot No. 195; thence Southeasterly along the Northeast side of Lot No. 195 two hundred and six and fifty-four one-hundredths feet to the Northwest side of Hodges Avenue; thence northeasterly along the Northwest side of Hodges Avenue fifty-nine and

four-tenths feet to the Southwest side of Lot No. 193; thence Northwesterly along the Southwest side of Lots Nos. 193 and 196 two hundred and fifty-two and forty-four one-hundredths feet to the place of beginning.

Appraised at $500.00

See deed from Cityco Realty Company of Baltimore City to Karols Woitekunas filed July 13, 1932 among the Land Records of Anne Arundel County in Liber F. S. R. 102, Folio 454 &c.

Improved by one story frame dwelling.

$1500.00

Received for the use of the State of Maryland, of John J. Laukaitis Admr of Karolis Waitekunas, deceased, the sum of Seven dollars, and fifty cents, being "a tax or Duty of One per Centum" on $750.00 the amount of the Appraisement or Valuation of the Real Estate of the said deceased within the State of Maryland, as appears by the aforegoing Inventory of the Real Estate of the said deceased, returned the 26 day of Jany, 1938.

And which Estate is subject to said Tax or Duty for the use of said State, in Pursuance of Article 81, Section 104A of the Public General Laws, Maryland, Approved March 16, 1935.

Test:

John H. Bouse

Register of Wills for Baltimore City.

Baltimore City, ss.

On the 26 day of Jan, 1938 came John J. Laukaitis Admr of Karolis Waitekunas deceased, and made oath in due form of law that the aforegoing is a true and perfect Inventory of all the Real Estate of the deceased within the State of Maryland that has come to his knowledge, and that should he hereafter discover other real estate belonging to the said deceased in said State, he will return an additional Inventory thereof.

Sworn to before the Subscriber, Register of Wills for Baltimore City.

John H. Bouse

Baltimore, Feb. 10 1939

Received for the use of the State of Maryland, of John J. Laukaitis Admr. of Karolis Waitekunas, deceased, the sum of Fifty-six dollars, and twenty-two cents, being "a tax or Duty of 7½ per Centum" on $750.00 the amount of the Appraisement or Valuation of the Real Estate of the said deceased within the State of Maryland, as appears by the aforegoing Inventory of the Real Estate of the said deceased, returned the 26 day of Jany, 1938

And which Estate is subject to said Tax or Duty for the use of said State, in Pursuance of Article 81, Section 104A of the Public General Laws, Maryland, Approved March 16, 1935.

Test:

John H. Bouse

Register of Wills for Baltimore City.

We, the Subscribers, do certify that the aforegoing is a true and just inventory, and valuation of all and singular, the Real Estate of the said Karolis Waitekunas deceased, subject to Collateral 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 21 day of Dec. 1937.

Appraisers: Joseph Kelly (Seal)
John J. Burns (Seal)

The undersigned, _____ of _____ deceased, hereby return to the Register of Wills for Baltimore City, the aforegoing Inventory, which contains a full and particular statement of all the Real Estate of the said deceased that is subject to Collateral Tax.

John J. Laukaitis

State of Maryland, Baltimore City, ss.

I, John H. Bouse, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, Do Hereby Certify That the aforegoing is a true and full copy of Real Inventory Estate of Karolis Waitekunas late of said city, deceased, taken from Real Inv. Liber J.H.B. No. 275 Folio 140 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 2 day of June, in the year of our Lord nineteen hundred and thirty-nine.

(Court Seal) John H. Bouse

Register of Wills for Baltimore City.

Order of Publication --Filed June 6th., 1939.

The object of this suit is to procure a decree authorizing and empowering the appointment of trustees for the purpose of effecting a sale of two parcels of real estate situate respectively in Anne Arundel County and Allegany County, State of Maryland, and being part of the residue of the estate of Karolis Waitekunas, deceased.

The Bill of Complaint states that Karolis Waitekunas, deceased, departed this life intestate on or about September 26, 1937, leaving as his only known heirs-at-law Mary A. Waitekunas, his widow, Aleksandra Waitekunas-Kazlo, a sister, the wife of John Kazlo, Adolph Waitekunas, a brother, the husband of Alese Waitekunas, Jonas Vaitekunas also known as Jonas Waitekunas, a brother, Brone Vaitekunaite-Pivuriene also known as Bronislava Vaitekunaite-Pivuriene, a niece, and Jonas Vaitekunas, also known as Jonas Waitekunas, a nephew, and their respective spouses, if any, of the last three above named persons, which three persons are non-residents of the State of Maryland. It is alleged in said Bill that the properties therein mentioned are not susceptible of partition in kind without loss or injury to the parties in interest, and the Orators pray that trustees may be appointed to effect the sale of said properties, Contracts of sale covering properties mentioned in said Bill of Complaint are filed with said Bill as exhibits and approval and confirmation by the Court is requested.

It Is Thereupon Ordered By The Circuit Court For Anne Arundel County this 6th day of June, 1939, that the Complainants in the above entitled cause by causing a copy of this order to be inserted in some daily newspaper published in Anne Arundel County once a week for four successive weeks before the 7th day of July, 1939, giving notice to the said absent defendants, Jonas Vaitekunas, also known as Jonas Waitekunas, Brone Vaitekunaite-Pivuriene, also known as Bronislava Vaitekunaite-Pivuriene, and Jonas Vaitekunas, also known as Jonas Waitekunas, and their respective spouses, if any, and to any other or further unknown heirs of Karolis Waite-

kunas, deceased, of the object and substance of this Bill of Complaint, warning them to be and appear in this Court in person or by solicitor on or before the 22nd day of July, 1939, to show cause, if any they may have, why the decree should not be passed as prayed.

John H. Hopkins, 3rd, Clerk.

Certificate of Publication Annapolis, Md., July 7, 1939

We hereby certify, that the annexed Order of Publication - Mary A. Waitekunas, et al, vs. Jonas Vaitekunas, et al. No. 7840 Equity was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of July, 1939. The first insertion being made the 7th day of June, 1939.

The Capital-Gazette Press, Inc,

By Alfaretta Friend.

Petition to appoint a Commissioner to take testimony and Court Order thereon.

Filed September 18" 1939.

To The Honorable, The Judge of Said Court:

The Petition of Mary A. Waitekunas by Louis Strauss, her attorney, respectfully represents:

1. That she has by Order of This Honorable Court been authorized to take testimony in support of the allegations in the Bill of Complaint filed in this cause.

2. That it becomes necessary in addition to taking testimony here in Anne Arundel County to take testimony of witnesses in Westernport, a town or village located in the Western part of the State of Maryland, more particularly the testimony of Claude W. Greityner, Main Street, Westernport and John Barnard, Citizens National Bank Building, Westernport, and that it is advisable, economical, and convenient to these proceedings to have a commissioner appointed by this Honorable Court to take this testimony.

Wherefore, your petitioner prays this Honorable Court to appoint a commissioner to take the testimony of the witnesses in the Western part of the State of Maryland as aforesaid and to make execution and return of the commissioner's oath and afirmation of the witnesses as required by the law and the rules of this Honorable Court.

And As In Duty Bound, etc.

Louis Strauss,
Attorney for Petitioner

Order of Court

Ordered, this 19th day of September, 1939, by the Circuit Court for Anne Arundel County, that it be known that _____ be and is hereby appointed commissioner to examine witnesses in this cause pending, and that he be requested and directed to take all such oaths and make such returns on the forms perscribed by the rules of this Court and to cause to come before him all such witnesses as shall be named or produced either by the complainant or the defendants, and that he examine them upon their oaths as required, and that he give or cause to be given such notice to the parties hereto or their solicitors of the execution of this commission before the same is executed and have reduced the depositions of the witnesses so taken by you into writing and send and return the same to this Court under all convenience and speed.

Ridgely P. Melvin, A. J.

Order for Decree Pro Confesso Oct. 5, 1939 fd.

To The Honorable, The Judge of Said Court:

Your Petitioner Mary A. Waitekunas by her attorney, Louis Strauss, respectfully represents:

1. That the defendants hereto have been duly summoned by an Order of Publication to appear to the Bill of Complaint and having failed to appear thereto in person or by solicitor according to the exigence of the aforesaid order and summons therein contained and have failed to file their answer thereto.

2. That it is desirable and to the benefit and interest of the estate to take testimony in Allegany County of certain witnesses to prove the allegations of the Bill with particular regard to the value of real estate therein mentioned and the pedigree of the certain heirs, and to that end, your petitioner respectfully prays this Honorable Court to pass an order allowing Juliet D. Strahorn, Court Stenographer, and John S. Strahorn, a standing examiner of this Court to take testimony herein in the City of Westernport, Allegany County, Maryland.

Louis Strauss,

Attorney for Plaintiff.

Order of Court

It is thereupon this 5th day of Oct., 1939, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the said Bill of Complaint be and the same is hereby taken Pro Confesso against the defendants.

And it is further ordered that depositions be taken before one of the standing examiners of this Court in support of the allegations of the Bill and that leave be and is hereby granted to Juliet D. Strahorn, Court Stenographer, and John S. Strahorn, a standing examiner of this Court, to further take testimony in Westernport, Allegany County, Maryland of witnesses in support of the allegations of this Bill of Complaint.

Ridgely P. Melvin, A. J.

Testimony on behalf of the Plaintiffs, October 6th., 1939 --Filed Nov. 14--1939

October 6th, 1939.

Testimony on behalf of Plaintiff taken before Examiner.

Westernport, Md.

Present:- Mr. John J. Laukaitis,
Mr. Louis M. Strauss, Solicitors for Plaintiffs
John S. Strahorn, Examiner.

Decree Pro Confesso, October 6th, 1939.

Juliet D. Strahorn, Court Stenographer.

Special Order of Court for Testimony outside of County.

Witnesses.

Adolph Waitekunas, ---------- 2 to 5

Aleksandra Kaslo, ---------- 6 to

Claud W. Greitzner, ---------- 7 to 8

Edward S. Moran, ---------- 9 to 10

John J. Laukaitis, ---------- 11 to 12

Robt. C. Ward, ---------- 13

Louis J. DeAlba, ---------- 14

Anna Waitekunas, who speaks English, was first sworn as interpreter for the witnesses who do not speak English.

Adolph Waitekunas, a witness of lawful age, being first duly sworn, deposes and says:-

(Laukaitis)

1. State your name and residence?

A. Adolph Waitekunas, 103 First st., Westernport, Md.

2. You are one of the Plaintiffs in this case? A. Yes.

3. Do you know the Defendants to this case, who are,

Jonas Vaitekunas, also known as Jonas Waitekunas,
Brone Vaitekunaite-Pivurienne, also known as
Bronislava Vaitekunaite-Pivuriene, and Jonas Vaitekunas
also known as Jonas Waitekunas.

and the Plaintiffs, besides yourself who are,

Mary A. Waitekunas, widow, and
Aleksandra Waitekunas-Kazlo,
Alese Waitekunas, your wife?

A. Yes, they are my brothers and sister and their wives, and my Nieces and nephews, and Mary A. Waitekunas is the widow of my brother Karolis Waitekunas who died.

4. Are the parties who have been named above all of the heirs of your deceased brother Karolis Waitekunas? A. Yes.

5. Is your brother, Karolis Waitekunas living or dead?

A. He is dead, he died about September 26th, 1937.

6. Did he leave a last will and testament? A. No.

7. I hand you a paper filed with the Bill of Complaint marked "Complainant's Exhibit No. 4" and tell you that is a certified copy showing Administration on his Estate in the Orphans Court for Baltimore City?

A. Yes, that shows it.

..... Now filed as Examiner's Exhibit A herewith.

8. Did your brother, Karolis Waitekunas, own any property in Westernport, Allegany County, Maryland?

A. Yes, what is known as 81 and 83 Main street.

9. I show you a Contract of Sale, being Complainants' Exhibit No. 2 filed with the Bill of Complaint, for property located at No. 81 and 83 Main street Westernport, Md. for the sale of property described as follows:-

"All the Southern one-half of Lot No. Two (2) in Morrison's First Addition to Westernport and described as beginning at a point on the West side of Main street at the end of the first line of Lot No. One in said Addition and running thence with said Main street North twenty-one degrees, East twenty-five feet, thence North sixty-nine degrees, West one hundred and twenty-eight feet to George's Creek, and with said Creek South twenty-one degrees, West twenty-five feet to the second line of Lot No. 1, and with the line thereof reversed, South sixty-nine degrees, East one hundred and twenty-eight feet to the place of beginning".

Did you execute this Contract?

A. Yes, that's my name on there.

..... Now filed as Examiner's Exhibit B.

10. Can this property be divided up amongst all the heirs without loss and damage to either of them? A. No.

11. Do you believe that it would be for the best interest of all the heirs entitled to share in the estate that this property 81 and 83 Main street, Westernport, Md. be sold for $1,000?

A. Yes sir.

12. Do you think it would be possible to obtain a higher price for this property at public auction? A. No sir.

13. Is there any possible way to divide this property among the heirs at law without a sale?

A. No.

14. Was this property we just talked about located on Main street in Westernport, the property of your deceased brother, Karolis Waitekunas? A. Yes.

15. Is that property fee simple property? A. Yes.

..... Permission is granted the Plaintiffs' Attorney to file deed showing the property in question as being owned by the said Karolis Waitekunas, which will be filed as Examiner's Exhibit C.

16. In your Bill of Complaint you allege that your brother Jonas Vaitkenuas, also known as Jonas Waitekunas, and your nephew, Jonas Waitekunas, and your Niece, Brone Vaitekunaite-Pivurienne, also known as Bronislava Vaitekunaite-Pivurienne, the children of a deceased brother, Petras

Waitekunas, are non-residents of the State of Maryland, will you tell us where they do live?

A. They do not live in Maryland, they live in the old country in Lithuania, my brother and my Niece, and my nephew lives in Canada.

17. Do you desire the Court to ratify the sale of the property which is described in the Contract, for $1,000?

A. That's what I want.

18. I hand you here a Contract of Sale for a piece of property in Anne Arundel County located at Shorelands, Anne Arundel County, filed as Complainants' Exhibit No. 1 with the Bill of Complaint, and ask if that is your signature?

A. Yes that is.

19. This Contract provides for the sale of that property to Lucy Makusis for $500, do you believe that it would be for the best interest of every one concerned in this property to have the Court ratify this sale?

A. Yes.

20. Do you believe that $500 is the highest price could be obtained for this property in Anne Arundel County?

A. Yes I do.

.... Filed as Examiner's Exhibit D.

21. This property is described as follows in the Contract of Sale,

"Beginning for the same on the East side of Furnace Avenue, at the distance of 149.4 feet southerly from the south corner of Furnace avenue and Bell avenue, and at the Southwest corner of Lot 196 as laid out on Plat A Shoreland, hereinafter referred to; thence southerly along the East side of Furnace avenue 51.9 feet to the Northeast side of Lot 195; thence southeasterly along the northeast side of Lot No. 195, 206.54 feet to the Northwest side of Hodges avenue; thence Northeasterly along the Northwest side of Hodges avenue 59.4 feet to the southwest side of Lot 193; thence northwesterly along the southwest side of Lots 193 and 196, 252.44 feet to the place of beginning." Being Lot No. 194 as laid out on Plat "A" Shoreland, subdivided by the Cityco Realty Co. of Baltimore City, recorded in Plat Book W. N.W. No. 2,folio 2.

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

A. Nothing more to say.

Adolph Waitekunas.

Aleksandra Waitekunas Kazlo, a witness of lawful age, being first duly sworn, deposes and says:-

(Laukaitis)

1. State your name and residence?

A. Aleksandra Waitekunas Kaslo, Westernport, Md.

2. You are one of the Plaintiffs in this case, and a sister to Karolis Waitekunas?

A. Yes.

3. John Kazlo is your husband? A. Yes.

4. I hand you a Contract for the sale of property located in Anne Arundel County known as Shorelands which provides for the sale of that property for $500 to Lucy Makusis?

A. Yes.

5. Do you believe it would be to the best interest of all parties having an interest in this

estate that the Court should ratify and confirm that Contract of Sale? A. Yes I do.

6. Is that your signature? A. Yes.

7. I hand you a Contract of Sale for the sale of property located at what is now known as 81 and 83 Main street, more fully described in this Contract, as property in Westernport, Md. and which has been agreed to sell to Adolph Waitekunas and Alexksandra Kazlo, do you believe it to the best interest of all parties that this property be sold as agreed and the Court ratify the Contract of Sale?

A. Yes.

8. Was the property located in Anne Arundel County and the property located in Westernport both fee simple property and owned by your deceased brother, Karolis Waitekunas? A. Yes.

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

A. No.

Aleksandra Waitekunas Kazlo.

Claud W. Greitzner, a witness of lawful age, being first duly sworn deposes and says:-
(Laukaitis)

1. State your name and residence?

A. Claud W. Greitzner, Main st., Westernport, Md.

2. What is your occupation? A. Real Estate business.

3. How long have you been in the real estate business? A. Ten to fifteen years.

4. Have you been engaged in the real estate business in the City of Westernport?

A. Yes.

5. Do you know the parties to this suit, the brothers and sister of Karolis Waitekunas?

A. I know Adolph Waitekunas, I sold a house for him.

6. Are you acquainted with the property now known as 81 and 83 Main street in Westernport, Md. which is fully described in a Contract of Sale between Mary Aleksandra Karolis and John Karolis her husband, Adolph Waitekunas and Alese his wife?

A. I am acquainted with the property, and I have looked at it today. The description of the property is as mentioned in Exhibit A which you have just read. I knew this property when Aarnson owned it.

7. Have you recently examined this property? A. I have.

8. What, in your opinion, is a fair market value for that property?

A. You know there is a sale price there by forced sale and also one by private sale, I would think $1,000 would be about all was worth at private sale, I don't believe a forced sale would bring that much because it is in very bad condition.

9. Will you describe this property?

A. It is a two story frame building in very bad condition, consists of about 12 rooms, six on a side, I don't think any cellar, and I don't think any heat, it is in very bad shape. Is about 50 feet front X 128 feet deep, those lines run way out into the Creek.

10. Do you know whether the property we have just talked about was the property of Karolis Waitekunas who is now dead?

A. I didn't know him, I know Adolph.

11. In your opinion, is this property susceptible of division in kind between the six heirs, without material loss and damage to any of them?

A. No, you coupd not cut the house up to divide it.

12. What, in your opinion, is the best thing to do in order to divide it between the parties in interest?

A. To sell the property and divide the proceeds is the only way.

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

A. No.

Claud W. Greitzner.

Edward S. Moran, a witness of lawful age, being first duly sworn, deposes and says:-

(Laukaitis)

1. State your name and residence?

A. Edward S. Moran, 215-Hammond st., Westernport, Md.

2. What is your occupation?

A. Trial Magistrate, Coal operator and real estate owner.

3. Are you acquainted with real estate values of property in Westernport?

A. I am.

4. Have you had occasion to inspect the property now known as 81 and 83 Main st., Westernport, Md. which is descrbed in this Contract of Sale that I now hand you?

A. Yes.

5. Will you describe this property more fully?

A. It is a two story frame building, and not having inspected the interior I would say five or six rooms on each side.

6. From your inspection of the property what is the general condition as to repairs?

A. In very bad state of repairs.

7. What, in your opinion, would be a fair market value for this property?

A. I would say $1,000 would be a fair price for it.

8. Is it your opinion that $1,000 would be a fair market value without looking to a forced sale? A. Yes.

9. In your opinion would it be possible to divide this property among the heirs which you have heard mentioned and in the Bill of Complaint I now show you which number six in all, without loss or injury to the parties concerned?

A. I feel the only possible way it could be divided would be to dispose of the property and divide the proceeds.

10. Is it your opinion that $1,000 is the highest price that could be obtained for the property, and a better price could not be obtained at public sale?

A. I feel that that is a fair market value for it.

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

A. No.

Edward S. Moran.

John J. Laukaitis, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name and residence?

A. John J. Laukaitis, Attorney-at-Law, 110 E. Lexington st., Baltimore.

2. Are you familiar with all the names mentioned in this particular case? A. I am.

3. Directing your particular attention to a Niece of the deceased, Karolis Waitekunas, and a nephew, of said deceased Karolis, who are the children of a brother of said decedent, Petras Waitekunas, said Niece and Nephew being Brone Vaitekunaite-Pivuriene, and Jonas Vaitekunas al-

so known as Jonas Waitekunas, said Niece and Nephew living without the jurisdiction of the State of Maryland, can you tell the Court, from your knowledge of this case, whether they are minors are of age?

A. It is my general impression from information received, that they are both of full age, full legal age.

4. They were the heirs notified by Order of Publication?

A. Yes. The brother, Petras Waitekunas, pre-deceased the said Karolis, the owner of the property mentioned herein, and said Petras left as his heirs the two above named Brone and Jonas, who are named as parties defendant in this case.

5. Are you the Administrator of the estate of Karolis Waitekunas, deceased? A. Yes.

6. Did the said Karolis Waitekunas leave a Will? A. No.

7. Have all the costs of administration of this estate so far been paid?

A. Yes. The Account has been filed herein showing all expenses and debts due by the decedent have been paid.

8. Was the decedent Karolis Waitekunas also known as "Karoly Wantekunas"

A. Yes, he is the same person as mentioned in the deed filed herein in which he is called "Karoly Wantekunas", the deed for the Westernport property.

9. Was there any other name by which he was known?

A. Yes, Karolis Waitekunas was also one and the same person as Karols Woitekunas, as he is mentioned and called in the deed for the Anne Arundel County property which is filed herein as an Exhibit. It is the same man the decedent known as Karolis Waitekunas who died possessed of these pieces of property.

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

A. No.

Mr. Robert C. Ward, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name and residence?

A. Robert C. Ward, Glenburnie, Md.

2. Are you in the real estate business in the vicinity of Glenburnie?

A. Yes, been such for four years.

3. Are you familiar with the property mentioned in these proceedings as Lot 194 at Shorelands?

A. Yes.

4. Will yor describe the property?

A. I visited the property with Mr. DeAlba, we were together. It consists of a bungalow, irregular lot inproved by this bungalow in very bad repair.

5. What, in your opinion, is a fair market value of such a property?

A. I would say $500, $100 for the ground and $400 for the improvements.

6. Would you say that a private sale for such a price would be a fair market price?

A. Yes.

7. Will you state whether or not this property is susceptible of division in kind among those entitled to it, there being six of them?

A. I would say no.

8. What would be best to do?

A. To sell it as a whole and divide the proceeds amongst them.

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

A. No.

Robert C. Ward.

.....Offered in evidence the deed for the Anne Arundel County property.

Louis J. DeAlba, a witness of lawful age, being first duly sworn, deposes and says:-

(Strauss)

1. State your name and residence?

A. Louis J. DeAlba, Glenburnie, Md.

2. What is your business? A. Real Estate.

3. How long have you been in the Real Estate business? A. Ten years.

4. Did you have occasion to examine the piece of property known as Lot 194 in the development known as Shoreland, Anne Arundel County? A. Yes.

5. Tell the Court what the lot and improvements consist of?

A. An irregular lot fronting 149 feet on the road, improved by a frame bungalow abour 20 X 39 in very bad condition, and no conveniences whatever.

6. What would you say would be a fair market price for such a piece of property?

A. Five Hundred Dollars in its present condition.

7. Would you say that such a price obtained at private sale would be a fair market value?

A. Would be very fair price.

8. Would you say that this property you have mentioned would be susceptible of partition in kind amongst six or more heirs without loss or injury to any of them?

A. The lot is entirely too small to divide it, the best to do would be to sell it as a whole and divide the proceeds amongst those entitled to it.

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

A. No.

L. J. DeAlba.

There being no other witnesses to be examined, and no further testimony desired on behalf of the Plaintiffs, this testimony is now closed, and at request of Plaintiffs' Solicitor, is returned to the Court.

Witness my hand and seal this 14th day of October, 1939.

Jno. S. Strahorn (Seal)

Examiner

Second and Final Administration Account -- Exams. Exh. with testimony J.D.S.

The Second and Final Administration Account of John J. Laukaitis, Administrator of the Estate of Karolis Waitekunas, Late of Baltimore City, Deceased.

This Accountant charges himself with the following:

Amount retained for future distribution		
First Administration Account		$6650.31
Settlement death claim-John J. Laukaitis, Administrator, and		
Mary Waitekunas, widow, vs. Richard H. Lynch et al		100.00
Interest-Hopkins Place Savings Bank		94.54
Interest-Lithuanian Federal S & L Assn.		21.39
Restricted reorganization adjustment $966.75		
appraised at 20% (list of debts filed 2/2/39	193.35	
Less Subsequent reorganization distribution received of February 1, 1939	20.57	172.78

Amount brought forward			$ 7039.02
Reorganization adjustment payment received as per above			20.57
	ESTATE TO BE ACCOUNTED FOR		$7059.59
And he craves allowance for thefollowing disbursements:			
Stanley Insurance Service, Inc.-Premium			
on Administrator's bond		$19.42	
Register of Wills-Ct. costs-meeting of			
distributees-12/2/38		27.15	
The Daily Record Company-Notice-9/16/38		23.94	
Jack Soloman-Steno. Transcript of Testimony-			
Meeting of Distributees-11/18/38		20.40	
Register of Wills-List of debts-1/24/39		1.35	
" " "-Inventory of debts-2/2/39		4.35	
Accountant's commissions			
8% on $409.28		$32.74	
Less State tax 1%		4.09	28.65
Register of Wills-State tax 1%			4.09
" " " -this acct. & copy			5.00
" " "-Orders of Court			3.00
" " " -Recording Releases			5.00
	PAYMENTS		$142.35
Distribution made under an Order of			
the Orphans' Court of Baltimore City			
To Mary A. Waitekunas, widow, ½			
In first Admr. Acct.	$2000.00		
and an advancement			
a/c of her ½ interest	1000.00		
	$3000.00		
In this Account			
Cash of		$2872.23	
$473.09 Hopkins Place Savings			
Bank-Restricted		86.39	
		2958.62	
Less 1% Inh. Tax	29.59		
" " " " on			
½ Real-$750.00	7.50	37.09	2921.53
To Register of Wills-Inh. Tax as above			37.09
To Aleksandra Waitekunas-Kazlo.			
Sister, 1/8th			
Cash of		968.06	
$118.27 Hopkins Place Savings			
Bank-Restricted		21.59	
		$989.65	

Amount brought forward		$989.65	$2958.62
Less 7½% Inh. Tax	$74.22		
" " " " on			
1/8th.Real-$187.50	14.06	88.28	901.37
To Register of Wills-Inh.Tax as above			88.28
To Adolph Waitekunas, Brother 1/8th.			
Cash of		868.06	
$118.27 Hopkins Place Savings			
BankORestricted		21.60	
		989.66	
Less 7½% Inh. Tax	$74.22		
" " " " on			
1/8th. Real-$187.50	14.06	88.28	901.38
To Register of Wills-Inh. Tax as above			88.28
To Jonas Vaitekunas, also known as			
Jonas Waitekunas, brother 1/8th.			
Cash of $118.27 Hopkins Pl, Restricted		968.05	
Less 7½% Inh. Tax	$74.22	21.60	
" " " " on		989.65	
1.8th. Real-$187.50	14.06	88.28	901.37
To Register of Wills-Inh. Tax as above			88.28
To Brone Vaitekunas-Pivuriene,			
also known as Bronislava			
Vaitekunas-Pivuriene, niece,			
1/16th.			
Cash of		484.03	
$59.14 Hopkins Place Savings			
Bank-Restricted		10.80	
		494.83	
Less 7½% Inh. Tax	37.11		
" " " " on			
1/16th Real-$93.75	7003	44.14	450.69
To Register of Wills-Inh. Tax			44.14
To Jonas Vaitekunas, also known			
as Jonas Waitekunas, nephew,			
1/16th			
Cash of		484.03	
$59.14 Hopkins Place Savings			
Bank-Restricted		10.80	
		494.83	
Less 7½% Inh. Tax	37.11		
" " " " on			
1/16th Real-$93.75	7.03	44.14	450.69
To Register of Wills-Inh. Tax as above			44.14
		ESTATE ACCOUNTED FOR	$7059.59

John J. Laukaitis,

Administrator.

Received for the Use of the State of Maryland

of John J. Laukaitis, Admr. of Karolis Waitekunas deceased, the sum of two hundred and ninety-six Dollars, and eighty-eight cents, being "a Tax or Duty of Seven and One-half Per Centum" on $3958.62 the amount of certain collateral Inheritances passing from the said Intestate to certain distributees of the estate of the said deceased; and which are subject to said Tax or Duty for the use of said State, in pursuance of the Maryland Code of Public General Laws, Article 81, Section 104A of the Acts of the General Assembly of Maryland of 1935.

on $3958.62 passing to Adolph Waitekunas et al

$296.88

John H. Bouse

Register of Wills Baltimore City

Received for the Use of the State of Maryland

of John J. Laukaitis, Admr. of Karolis Waitekunas deceased, the sum of twenty-nine Dollars, and fifty-nine cents, being "a Tax or Duty of One Per Centum" on $2958.62 the amount of certain Inheritances passing from the said Intestate to certain distributees of the estate of the said deceased; and which are subject to said Tax of Duty for the use of said State, in pursuance of the Maryland Code of Public General Laws, Aritcle 81, Section 104A of the Acts of the General Assembly of Maryland of 1935.

on $2958.62 passing to Mary A. Waitekunas

$29.59

John H. Bouse

Register of Wills Baltimore City.

Baltimore City, ss:

On the 10th. day of February, 1939, came John J. Laukaitis, Admr. of Karolis Waitekunas, deceased and made oath in due form of law that the aforegoing account is just and true as stated, and that he has paid or secured the payment of every sum or sums for which he craves an allowance, which, after examination, is passed by order of the Orphans' Court.

Test: John H. Bouse

Register of Wills for Baltimore City.

State of Maryland, Baltimore City, ss.

I, John H. Bouse, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, Do Hereby Certify That the aforegoing is a true and full copy of the Second and Final Administration Account Estate of Karolis Waitekunas late of said city, deceased, 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 13th day of February, in the year of our Lord nineteen hundred and thirty nine

(Court Seal) John H. Bouse

Register of Wills for Baltimore City.

Complainant's Exhibit No. __ --Westernport Property Deed

Edna A. Aronson, et al Deed.

To Filed and Recorded January 4, 1926; at 10:35 A. M.

Karoly Wantekunas (Stamp $3.50)

This Deed, Made this first day of January in the year one thousand nine hundred and twenty

six by and between Edna A. Aronson and Harvey M. Aronson, her husband, of Allegany County, State of Maryland, parties of the first part and Karoly Wantekunas, of Allegany County, Maryland, party of the second part,

Witnesseth; That for and in consideration of the sum of Thirty Five Sollars ($3500.00), cash in hand paid by the party of the second part to the parties of the first part and the receipt whereof is hereby acknowledged, the said parties of the first part do hereby give, grant, bargain and sell, release and confirm unto the said party of the second part, his heirs and assigns, all of the following described real estate situated in Westernport, Allegany County, Maryland and more particularly described as follows, to wit:-

All the Southern one-half of Lot No. two in Morrison's First Addition to Westernport and described as beginning at a point on the West side of Main Street at the end of the first line of lot No. One in said Addition and running thence with said Main Street North 21 degrees,East 25 feet, thence North 69 degrees, West 128 feet to Georges Creek and with said Creek South 21 degrees, West 25 feet to the second line of Lot No. 1 and with the line thereof reversed, South 69 degrees, East 128 feet to the place of beginning.

Being one hald of the same property which was conveyed unto George Habeeb by a deed from T. Bayard Michaels, Executor, dated April 19, 1915, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 116, Folio 404.

And being also the same property which was conveyed unto Edna A. Aronson by a deed from George Habeeb and wife dated May 29, 1921 and recorded in Liber No. 136 Folio 198 of the Land Records of Allegany County, Maryland.

It being understood and agreed that this conveyance carries with it the right and privilege at all times to make use of, for the purpose of ingress and egress, to and from said property, all that certain alley two and one-half (2½) feet in width on the North side of the propty hereby conveyed and extending along with the lines of said part in a Westerly direction, from Main Street, in the manner and form as heretofore reserved in a deed from George Habeeb, et ux to one Longo, conveying the Northern half of said original Lot No. Two (2).

Together with all the improvements thereon and all the rights, roads, waters, ways and privileges thereunto belonging or in anyway appertaining.

To Have and To Hold all of the above described real estate unto the proper use and benefit of the said Karoly Wantekunas, his heirs and assigns, in fee simple forever.

And the said parties of the first part, for themselves, their heirs and assigns, do hereby warrant specially the title of the property hereby conveyed and covenant that will execute such further assurances of the same as may be requisite and necessary.

As Witness the hands and seals of the said parties of the first part, the day and year first above written.

John Barnard — Edna A. Aronson (Seal)

Witness — Harvey M. Aronson (Seal)

State of Maryland, County of Allegany, to wit;

I hereby certify that on this 1st day of January, 1926 before me the subscriber, a Notary Public of the State of Maryland in and for Allegany County personally appeared Edna A. Aronson and Harvey M. Aronson, her husband, and did each acknowledge the foregoing deed to be their respective act and deed.

In Testimony Whereof I have hereunto set my hand and affixed my notarial seal this 1st., day of January 1926.

(Notarial Seal) John Barnard,
Notary Public.

State of Maryland, County of Allegany, To Wit:

I, Robert Jackson, Clerk of the Circuit Court in and for the State and County aforesaid, do hereby certify that the aforegoing is a true copy of "Deed" as filed and recorded in Liber No. 152, Folio 193 one of the Land Records of Allegany County, Maryland.

In Testimony Whereof, I hereunto set my hand and affix the Seal of the Circuit Court aforesaid at Cumberland, Maryland this 13th., day of October A. D. 1939.

(Court Seal) Robert Jackson,
Clerk.

Anne Arundel Property Deed --Exhibit with testimony taken Oct. 24/39 J.D.S. (Stamp $.50)

This Deed, Made this 12th., day of July in the year one thousand nine hundred and thirty-two between the Cityco Realty Company of Baltimore City, a body corporate, duly incorporated under the laws of the State of Maryland of the first part and Karols Woitekunas of the second part,

Witnesseth, that in consideration of the sum of Five Dollars and of other valuable considerations, and of the covenants, agreements, conditions, limitations, easements, and restrictions hereinafter set forth, all of which are entered into by the said Grantee for himself his heirs and assigns, with the said Grantor, its successors and assigns, the said Cityco Realty Company of Baltimore City doth grant and convey subject to the said covenants, agreements, conditions,limitations, easements, and restrictions as hereinafter set forth, unto the said Karols Woitekunas, his heirs and assigns in fee simple, all that lot of ground situate in Anne Arundel County, State of Maryland, aforesaid, and described as follows:

Beginning for the same on the East side of Furnace Avenue, at the distance of One Hundred and Forty-nine and Four-tenths (149.4) feet Southerly from the South corner of Furnace Avenue and Bell Avenue, and at the South-west corner of Lot Number 196 as laid out on Plat A Shoreland, hereinafter referred to; thence Southerly along the East side of Furnace Avenue Fifty-one and Ninetenths (51.9) feet to the Northeast side of Lot Number 195; thence Southeasterly along the Northeast side of Lot Number 195, Two Hundred and Six and Fifty-four One-hundredths feet to the Northwest side of Hodges Avenue; thence Northeasterly along the Northwest side of Hodges Avenue Fifty-nine and Four-tenths (59.4) feet to the Southwest side of Lot Number 193; thence Northwesterly along the Southwest side of Lots Numbers 193 and 196, Two Hundred and Fifty-two and Forty-four One-hundredths (252.44) feet to the place of beginning.

Being Lot Number 194 as laid out on Plat "A" Shoreland, subdivided by the Cityco Realty Company of Baltimore City, and recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. Number 2 Folio 2.

Being and Meaning and Intending to Convey Hereby a portion of the property which was conveyed to the Cityco Realty Company of Baltimore City by the LE HI GH Company, Incorporated, by Deed dated March 29th, 1922, and reoorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 55 Folio 141.

Together with the buildings 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 described lot of ground and premises, subject to the following

covenants, agreements, conditions, limitations, easements, and restrictions, hereinbefore referred to, which the said Grantee for himself, his heirs and assigns, covenant and agree with the said Grantor, its successors and assigns, to perform and abide by.

First. At no time shall any part of the said land be used or occupied as a Bone-boiling establishment, Tannery, Slaughter-house, Glue, Soap, Candle, Starch or Gunpowder manufacture, or for any other offensive or dangerous purposes, nor for the keeping of pigs or other animals of offensive character,

Second. The house or building line shall be fifteen feet back from the street line and no part of any building such as porch, veranda, bay or projecting windows, areas or steps, shall be erected more than eight feet beyond said building line, and not more than one building shall be erected on a frontage of forty feet.

Third. No barn, stable or other outbuilding shall be erected nearer to the main road or avenue on which the lots front than Seventy-five feet, or nearer to any other road or avenue than Twenty-five feet, nor shall any other building be less than fifteen feet in any dimension, and no signs for advertising purposes shall be erected or placed on said lots,

Fourth. At no time shall the above described lot or any part thereof or any building thereon erected be sold, leased or transferred to or occupied by any negro or person of negro descent. This provision, however, not to include occupancy by servants or any employee of owner or occupant of the above described lot,

Fifth. It is distinctly covenanted and agreed between the parties hereto that all covenants and agreements above expressed shall be held to run with and bind the land hereby conveyed and all subsequent owners and occupants thereof, and the acceptance of this Deed shall have the same effect and binding force upon the party of the second part, his heirs or assigns, as if the same were signed and sealed by the said party of the second part.

UNTO AND TO THE USE OF the said Karols Woitekunas, his heirs and assigns, forever in fee simple.

And the said Cityco Realty Company of Baltimore City hereby covenants that it has not done any act, matter or thing whatsoever, to encumber the property hereby conveyed: that it will warrant especially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

As Witness, The corporate seal of the said Cityco Realty Company of Baltimore City and the signature of John J. Hurst Jr. the President thereof, the day and year first above written.

Test: Cityco Realty Company of Baltimore City.

Joseph C. Cook (Corporate Seal) By John J. Hurst Jr.

President.

State of Maryland, Baltimore City, to wit:-

I Hereby Certify that on this 12th 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 Baltimore City aforesaid, personally appeared John J. Hurst Jr. the President of the Cityco Realty Company of Baltimore City, and he acknowledged the aforegoing Deed to be the act of the said Body Corporate.

Witness, my hand and Notarial Seal.

(Notarial Seal) Joseph C. Cook,

Notary Public.

First Administration Account Estate of Karolis Waitekunas, Deceased. (Copy)

The First Administration Account of John J. Laukaitis, Administrator of the Estate of Karolis Waitekunas, Late of Baltimore City, Deceased.

This Accountant charges himself with the following as per cash inventory approved by this Honorable Court on December 18/37:

Hopkins Place Savings Bank	$4948.18
The Lithuanian-American Loan and Savings Association	3409.20
Provident Savings Bank	1127.92
Lithuanian Federal Savings and Loan Association of Baltimore City	1385.07
And with interest collected as follows:	
Hopkins Place Savings Bank	125.12
Provident Savings Bank	14.00
Lithuanian Federal Savings and Loan Association of Baltimore City	41.85
And with reorganization adjustment payments	
Hopkins Place Savings Bank	61.72
And with Social Security benefit	29.12
ESTATE TO BE ACCOUNTED FOR	$11142.18

And he craves allowance for the following disbursements;

Register of Wills-letters-9/12/37	$7.55	
" " " -cash inventory-12/17/37	1.35	
" " " -real " -1/27/38	10.35	
The Daily Record Company-Notice to Creditors-9/12/37	7.00	
Stanley Insurance Service, Inc.-premium on bond of Administrator-9/12/37	55.00	
Appraisers-Orphans' Court-Transportation expenses	15.00	
Funeral bill-Charles B. Kuchsuckas as per order Court	421.00	
Notary fees	.75	
City of Baltimore-death certificate	.50	
Accountant's commissions-8% on $11142.18	$891.37	
Less State tax 1%	111.42	779.95
Register of Wills-State tax 1%		111.42
" " " -this account and copy		2.50
" " " -Orders of Court		4.50
Widows Statutory allowance		75.00
PAYMENTS		1491.87
Distribution made as of Intestacy		
To Mary Waitekunas, widow, as provided by		
Article 93, Section 127, 1935 supp'l Annotated		
Code of Md.- Cash	2000.00	
Less 1% Inh. Tax	20.00	1980.00
Register of Wills-Inh. Tax 1%		20.00

To Mary Waitekunas, widow, partial distribution		
at this time as to ½ balance of estate,		
Cash	1000.00	
Less 1% Inh. Tax	10.00	990.00
Register of Wills-Inh. Tax 1%		10.00
Balance held for future distribution		
pending meeting of distributees		6650.31
ESTATE ACCOUNTED FOR		$11142.18

John J. Laukaitis,

Administrator.

Baltimore City, ss:

On the 9th, day of September, 1938, came John J. Laukaitis, Admr. of Karolis Waitekunas, deceased, and made oath in due form of law that the aforegoing account is just and true as stated, and that he has paid or secured the payment of every sum or sums for which he craves an allowance, which, after examination, is passed by order of the Orphans' Court.

Test: John H. Bouse.

Register of Wills for Baltimore City.

Baltimore, September 9th, 1938.

Received for the Use of the State of Maryland

of John J. Laukaitis, Admr. of estate of Karolis Waitekunas, deceased, the sum of Thirty Dollars, and ____ cents, being "a Tax or Duty of One Per Centum" on $3000.00 the amount of certain Inheritances passing from the said Intestate to certain distributees of the estate of the said deceased; and which are subject to said Tax of Duty for the use of said State , in pursuance of the Maryland Code of Public General Laws, Article 81, Section 104A of the Acts of the General Assembly of Maryland of 1935.

on $3000.00 Passing to Mary Waitekunas.

$30.00 John H. Bouse,

Register of Wills, for Balto. City.

State of Maryland, Baltimore City, ss.

I, John H. Bouse, Register of Wills, and, by law, Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, DO HEREBY CERTIFY THAT the aforegoing is a true and full copy of First Administration Account Estate of Karolis Waitekunas, late of said city, deceased, 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 10th, day of September, in the year of our Lord nineteen hundred and thirty-eight.

(Court Seal) John H. Bouse,

Register of Wills for Baltimore City.

Decree of Court --Filed Nov. 17th., 1939.

The above cause standing ready for hearing and being submitted, the Bill of Complaint, exhibits, and testimony, and all other proceedings were by the Court read and considered:

It is thereupon, this 17th day of November, 1939, by the Circuit Court for Anne Arundel

County in Equity Adjudged, Ordered and Decreed: that the fee simple property mentioned in these proceedings, and known as No. 194, as laid out on a plat of Shoreland in Anne Arundel County, State of Maryland, and which said plat is designated as Plat "A", and is recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. No. 2, folio 2, and the improvements thereon, all located in Anne Arundel County, State of Maryland, be sold; And that the contract for the sale of the said property to Lucy Makusis, dated May 18, 1939, and filed in these proceedings as Complainant's Exhibit No. 1 and Examiner's Exhibit "D", be and the same is hereby ratified and confirmed; AND IT IS FURTHER ADJUDGED, ORDERED, AND DECREED: That the fee simple property and improvements mentioned in these proceedings and known as Nos. 81 and 83, Main Atreet, Westernport, Allegany County, Maryland, be sold; And that the contract for the sale of the said property to Adolph Waitekunas and Aleksandra Kazlo, dated the 1st. day of May, 1939, and filed in these proceedings as Complainant's Exhibit No. 2 and as Examiner's Exhibit "B", be and the same is hereby ratified and confirmed; AND IT IS FURTHER ORDERED, that Louis M. Strauss be, and he is hereby appointed as trustee to consummate and otherwise carry into effect the said contracts of sale, and to receive the purchase money from said sales; AND IT IS FURTHER ORDERED, that before the said Trustee shall proceed to act under this decree, he shall first file with the clerk of this Court, a bond to the State of Maryland executed by himself, and a corporate surety or sureties to be approved by this Court or the Clerk thereof in the penalty of Two Thousand Dollars ($2,000.00) conditioned for the faithful performance of the trust reposed in him by this Decree or to be reposed in him by any future Decree or Order in the premises; and upon payment of the whole purchase money, as provided under the terms of said contracts, and not before, said Trustee shall, by a good and sufficient deed, to be executed, acknowledged, and recorded according to law, convey to the said Lucy Makusis, her heirs or personal representatives, the property and estate sold to her, and to convey to the said Adolph Waitekunas and Aleksandra Kazlo, their heirs or personal representatives, the property and estate sold to them, free, clear and discharged from all claims of the parties hereto, Plaintiffs 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 received from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Ridgely P. Melvin, A. J.

Bond --Filed and Approved Feby. 27th., 1940

Know all Men by These Presents, That We, Louis M. Strauss, Trustee, 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 Two Thousand Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 26th day of February, Nineteen Hundred and 40

Whereas, by an Order of the Circuit Court for Anne Arundel County, passed in a cause entitled "Mary A. Waitekunas et al. vs. Jonas Waitekunas, Equity No. 7840". said Order bearing date on or about the 17th day of November, Nineteen Hundred and Thirty-nine the said Louis M. Strauss, Trustee, is authorized and

empowered to make sale of the property described in said cause. And whereas the said Louis M. Strauss, Trustee, 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, Trustee, do and shall well and faithfully abide by and perform the trust reposed in him and fulfill any order or decree which shall be make by any Court of Equity in relation to the sale of such property ~~or the 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:
Margaret V. Schmidt.

Louis M. Strauss (Seal)

(Corporate Seal)

Louis M. Strauss, (Seal)
Trustee

Eagle Indemnity Company
By: Benjamin Michaelson,
Attorney-in-fact.

Auditor's Report and Account --Filed March 19th., 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. Mary A. Waitekunas, Widow, et al Vs. Jonas Vaitekunas, also known as Jonas Waitekunas, et al. in ac. with Louis M. Strauss, Trustee.

To Trustee for commissions	$ 79.76	$ 79.76
To Trustee for Court costs, viz:		
Plaintiff's Solicitor' Appearance fee	10.00	
Clerk of Court - costs	34.10	
Auditor	13.50	57.60
To Trustee for Expenses, viz:		
Capital-Gazette Press- order of publication	44.00	
Capital-Gazette Press - order nisi on Auditor's acct.	5.00	
Benj. Michaelson, Agent - bond premium	10.00	
John S. Strahorn - examiner	22.00	
Juliet D. Strahorn - stenographer	12.00	
Robt. C. Ward - appraisal fee (A.A.Co.)	20.00	
Louis De Alba - appraisal fee (A.A.Co.)	20.00	
Register of Wills, Balto. Co. -Copies certified	2.50	
Clerk of Court, Alleghany Co.- copies certified (Alleghany Co.)	1.50	
Claude M. Greitzner - appraisal	10.00	
Edward S. Moran - appraisal fee	10.00	
John J. Laukaitis - fee (Order 11/17/39)	100.00	
One-half Federal revenue stamps	.75	
One-half State revenue stamps	.75	
Trustee's traveling expenses (Westernport)	12.24	270.74

To Trustee for Taxes, viz:		
1938 State and County taxes (A.A.Co.)	$ 11.19	$
Balance in hands of Trustee for distribution to heirs at law of Karolis Waitekunas- $1,173.81; distributed as follows:		
To Mary A. Waitekunas, Widow - one-half	586.91	
To Aleksandra Waitekunas-Kazlo, sister one-eighth	146.73	
To Adolph Waitekunas, brother-one-eighth	146.72	
To Jonas Vaitekunas, brother - one-eighth	146.72	
To Bronislava V. Pivuriene, niece - one-sixteenth	73.37	
To Jonas Vaitekunas, nephew-one-sixteenth	73.36	1,173.81
		$1,593.10

Cr. May 18, 1939 Proceeds of private sale of property located in Anne Arundel County		$ 500.00
1 Proceeds of private sale of property located in Alleghany County		1,000.00
Interest on deferred payments		93.10
		$1,593.10

ORDER NISI

Ordered, This 19th., day of March, 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 20th., 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 20th, day of April next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., Apr. 11, 1940

We hereby certify, that the annexed Order Nisi Auditor's Acct.- Waitekunas vs. Vaitekunas No. 7840 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 20th day of April, 1940. The first insertion being made the 20th., day of March, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 25 day of April, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

In the Matter of the Sale of the : No. 7926 Equity
Mortgaged Real Estate of William J. Clark and : In The Circuit Court for
Anna K. Clark, his wife. : Anne Arundel County.

Mr. Clerk:

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

J. Oliver Clark, Assignee.

Mortgage -- Filed Dec. 12th., 1939.

This Mortgage, Made this 21st day of September 1934, by and between William J. Clark and Anna K. Clark, his wife, of Anne Arundel Co., State of Maryland, Mortgagors, and Home Owners' Loan Corporation, Mortgagee.

Whereas, the Mortgagors are indebted unto the Mortgagee in the sum of Three Thousand Five Hundred Twenty-two and Fifty-seven/100 Dollars, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagee their joint and several promissory note of even date herewith for said sum of Three Thousand Five Hundred Twenty-two and Fifty-seven/100 Dollars, with interest to accrue thereon at the rate of Five per centum per annum, which sum with interest the Mortgagors hereby covenant to pay to the Mortgagee at its office in Washington, D. C., in monthly instalments of $27.86 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance; and

Eq Whereas, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

Whereas, said Mortgagors are desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

Now Therefore This Mortgage Witnesseth, that for and in consideration of the premises and of the sum of One Dollar and other valuable considerations the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Anne Arundel County, State of Maryland, and described as follows, that is to say:

All those lots of ground situate in the Fifth Election District of Anne Arundel County, and more particularly described as follows:

Beginning for the first thereof on the northernmost side of Greenwood Road at a point distant 1146.30 feet westerly from the west side of Hammond Ferry Road, said place of beginning being 50 feet westerly from the intersection of lots 97 and 98, and running thence westerly bounding on the northernmost side of Greenwood Road 100 feet to interesect a line drawn through the center of lot No. 99 at right angles to Greenwood Road; thence northerly bounding on said line 180 feet to lot No. 79; thence easterly bounding on lots 79, 80, 100 feet to intersect a

line drawn northerly from the place of beginning through the center of lot No. 98; thence southerly reversing said line so drawn and bounding thereon 180 feet to the place of beginning. Being known and designated as the westernmost one-half of lot No. 98, and the easternmost one-half of lot No. 99, as shown on the plat of Linthicum Heights Annex. Plat recorded in Plat Book G. W. 1 folio 90.

Being the same property conveyed to the said William J. Clark and Anna K. Clark, his wife, by deed from Sarah Louise Linthicum, dated September 18, 1930, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. 77 folio 59.

Beginning for the second thereof on the northernmost side of Greenwood Road at a point distant 1246.31 feet westerly from the west side of Hammond Ferry Road, said place of beginning being 50 feet westerly from the intersection of lots 98 and 99, as shown on the plat hereinafter referred to, and running thence westerly bounding on the northernmost side of Greenwood Road, 100 feet to intersect a line drawn through the center of lot No. 100, as shown on said plat at right angles to Greenwood Road; thence northerly bounding on said line 180 feet to lot No 78 as shown on said plat; thence easterly bounding on lots 78-79, 100 feet to intersect a line drawn northerly from the place of beginning, through the center of said lot No. 99, and thence southerly reversing said line so drawn and bounding thereon 180 feet to the place of beginning.

Being known and designated as the westernmost one-half of lot 99, and the easternmost one-half of lot No. 100, as shown on the plat of Linthicum Heights Annex, recorded in Plat Book G. W. 1 folio 90.

Being the same property conveyed to the said William J. Clark and Anna K. Clark, his wife, by deed from the Linthicum Heights Company of Baltimore City, dated September 18, 1930, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. 77 folio 61.

Together with the buildings and improvements thereon and the rights, roads, ways, waters privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, together with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

To Have And To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, subject, nevertheless, to an annual ground rent of Seventy-five Dollars ($75.00) payable semi-annually on the first days of May and November, of each and every year, on the property firstly described above.

It is agreed by the parties hereto that wherever there is a reference in this mortgage to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns(either voluntary by act of the parties or involuntary by operation of law) of the same.

Provided that if the Mortgagors shall pay or cause to be paid the aforesaid debt and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagors do hereby covenant to pay when legally demandable, and the Mortgagors do further covenant and agree that they shall, whenever called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes

shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

The Mortgagors covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee, because of the failure on the part of the Mortgagors to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other contingencies, under a mortgage clause in the form approved by Mortgagee, with insurers and to an amount approved by the Mortgagee, as a further security for said debt, and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder. Upon the failure of the Mortgagors to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants in said note and in this mortgage set forth and further covenant to keep the premises hereby mortgaged in good tenantable repair in the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder.

The Mortgagors hereby assign to the Mortgagee all rents accruing on said premises and authorize said Mortgagee, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors, and to deduct from such rents all cost of collection and administration and to apply the remainder of the same on the debt hereby secured.

All cash advances made by the Mortgagee hereunder subsequent to the closing of the loan, covenanted to be paid by the Mortgagors, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Six (6) per centum per annum. It is agreed that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagors without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee and no extension of the time for the payment of said debt given by the Mortgagee shall operate to release, discharge,

modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

The Mortgagors bind themselves not to erect or permit to be erected any new buildings on said premises or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note and this mortgage shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any junior mortgage should be instituted or any junior lien of any kind should be enforced, the Mortgagee may at its option immediately declare this mortgage and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or John I. Rowe and _____ _____, or either of them, at any time after such default to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives or assigns, and which sale shall be made in the manner following, viz ., upon giving twenty days' notice of the time, place, manner and terms of sale, in a newspaper printed in Anne Arundel County, and such other notice as by the Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or powers hereby granted, the proceeds arising from such sale, to apply, first, to the payment of all expenses incident to such sale, including a fee of Twenty-five (25) Dollars, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the state of Maryland; secondly, to the payment of all claims of the Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus (if any) shall be paid to the Mortgagors, or to whomever may be entitled thereto.

The Mortgagors do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, or under the assent to decree as hereinbefore set forth, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which expenses, costs and commission the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and _____

or either of them, shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale maye be proceeded with, unless prior to the day appointed therefor legal tender be make of said principal, costs, expenses and commission.

And the Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

Witness the hands and seals of the Mortgagors.

Test:

Augusta M. Brown, — William J. Clark (Seal)

As to both — Anna K. Clark (Seal)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 21st day of September, 1934, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William J. Clark and Anna K. Clark, his wife, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared J. Oliver Clark Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal) — Augusta M. Brown,

My commission expires the 6 day of May, 1935. — Notary Public.

For Value Received, Home Owners' Loan Corporation hereby assigns the within mortgage unto J. Oliver Clark, for the purposes of collection and foreclosure.

As Witness the seal of said Corporation and the hand of Charles B. Lyddane, duly authorized, its Regional Treasurer, this 7th day of December, 1939.

Witness: (Corporate Seal) — Chas. B. Lyddane

Edith T. Affoyroux — Regional Treasurer.

Received for Record 12 day of Dec. 1939, at 12 o'clock P. M. and the same day recorded in Liber F. A. M. No. 132, Fol. 151, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Statement of Mortgage Claim --Filed Jany. 12th., 1940.

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

Loan No. 18-21-C-870 4 D-M

Date of Loan	9-21-34
Original Amount of Loan	$3,522.57
Advanced for Ground Rent for 6 months ending 5-1-39	37.50
Advanced for Taxes - balance of 1938-39 State-County, all 1938 Advertising	165.24
Advanced for Water Main and Sewer Benefit charge for 1939	38.42
Total of Original Loan and Advances	3,763.73
Applied to Principal	744.89
Principal Balance Due	3,018.84
Unpaid Interest due as of 5-3-39 to 1-12-40	104.00

TOTAL AMOUNT DUE 1-12-40 $3,122,40

George R. Davis,

Deputy for the Regional Accountant.

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 5th day of Jan. in the year nineteen hundred and forty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared George R. Davis Deputy for the Regional Accountant of the Home Owners' Loan Corporation, the plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Witness my hand and Notarial Seal.

(Notarial Seal) Edward C. Golder,

Notary Public.

Bond --Filed and Approved 12" January, 1940.

Know All Men By These Presents:

That we, J. Oliver Clark of Annapolis, Maryland as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand 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 8th day of January in the year of our Lord nineteen hundred and forty.

Whereas, the above bounden J. Oliver Clark by virtue of the power contained in a mortgage from William J. Clark and Anna K. Clark, his wife to Home Owners' Loan Corporation bearing date the 21st day of September, 1934 and recorded among the mortgage records of Anne Arundel County in Liber W. M. B. No. 132 Folio 147 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 and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden J. Oliver Clark has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered J. Oliver Clark, (Seal)

in the presence of Fidelity and Deposit Company of Maryland

Margaret E. Branzell (Corporate Seal) By: E. V. Shockley,

As to Surety: Attorney-in-Fact.

By I. Grant

Assignee's Report of Sale --Filed Jany. 15th., 1940.

To The Honorable, The Judges of Said Court:

The Report of Sale of J. Oliver Clark, Assignee of the mortgage filed in these proceedings, respectfully shows:

(1). That under and by virtue of the power of sale contained in a mortgage from William J. Clark and Anna K. Clark, his wife, dated the 21st day of September, 1934, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 132 folio 147, 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, January 12th, 1940, at 11:00 o'clock A. M. at the Court House door, in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said J. Oliver Clark, Assignee as aforesaid, then and there sold the said property to the Home Owners' Loan Corporation at and for the sum of Three Thousand Dollars ($3000.00), it being at that figure the highest bidder therefor; the said property being the following:

All those lots of ground situate in the Fifth Election District of Anne Arundel County, Maryland, more particularly described as follows:

Beginning for the first thereof on the Northernmost side of Greenwood Road at a point distant 1146.30 feet Westerly from the West side of Hammond Ferry Road, said place of beginning being 50 feet Westerly from the intersection of Lots 97 and 98, and running thence Westerly bounding on the Northernmost side of Greenwood Road 100 feet to intersect a line drawn through the center of Lot No. 99 at right angles to Greenwood Road; thence Northerly bounding on said line 180 feet to Lot No. 79; thence Easterly bounding on Lots 79, and 80, 100 feet to intersect a line drawn Northerly from the place of beginning through the center of Lot No. 98; thence Southerly reversing said line so drawn and bounding thereon 180 feet to the place of beginning. Being known and designated as the westernmost one-half of Lot No. 98 and the easternmost one-half of Lot No. 99, as shown on the plat of Linthicum Heights Annex. Plat recorded in Plat Book G. W. 1 folio 90.

Being the same property conveyed to the said William J. Clark and wife by deed from Sarah Louise Linthicum, dated September 18, 1930 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 77 folio 59.

Beginning for the second thereof on the Northernmost side of Greenwood Road at a point distant 1246.31 feet Westerly from the West side of Hammond Ferry Road, said place of beginning being 50 feet Westerly from the intersection of Lots 98 and 99, as shown on the plat hereinafter referred to, and running thence Westerly bounding on the Northernmost side of Greenwood Road, 100 feet to intersect a line drawn through the center of Lot No. 100, as shown on said plat at right angles to Greenwood Road; thence Northerly bounding on said line 180 feet to Lot No. 78 as shown on said plat; thence Easterly bounding on Lots 78, 79, 100 feet to intersect a line drawn Northerly from the place of beginning, through the center of said Lot No. 99, and thence Southerly reversing said line so drawn and bounding thereon 180 feet to the place of beginning. Being known and designated as to the Westernmost one-half of Lot 99 and the Easternmost one-half of Lot No. 100, as shown on the plat of Linthicum Heights Annex, recorded in

Plat Book G. W. No. 1 folio 90.

Being the same property conveyed to the said William J. Clark and Anna K. Clark, his wife, by deed from the Linthicum Heights Company of Baltimore City, dated September 18, 1930 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 77 folio 61.

Improvements consist of frame bungalow containing 9 rooms 1 bath and 1 car garage.

(2). And the said Assignee further reports that he has received from the purchaser the deposit of Three Hundred Dollars ($300.00) required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

Terms of Sale: A deposit of $300.00 will be required of the purchaser at the time of the sale, and the balance of the purchase money with interest thereon at the rate of 6% per annum to be paid in cash upon final ratification of sale. Taxes and insurances to be adjusted as of the date of the sale. Subject to an annual ground rent of Seventy-five Dollars ($75.00) on the property firstly described above.

Respectfully submitted,

J. Oliver Clark,

Assignee.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify That On This 15th day of January, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Oliver Clark, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

Witness my hand and Notarial Seal,

(Notarial Seal) Margaret E. Branzell

Notary Public.

ORDER NISI

Ordered, this 15th day of January, 1940, 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 16th., day of February, 1940; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 16th., day of February, 1940.

The report states the amount of sales to be Three Thousand Dollars ($3000.00).

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Feb. 13, 1940

We hereby certify, that the annexed Order Nisi No. 7926 Equity - Sale - William J. 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 16th day of February, 1940. The first insertion being made the 18th day of January, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 20th day of February, 1940, 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 prop-expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account --Filed March 7th., 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 William J. Clark and Wife in ac. with J. Oliver Clark, Assignee.

To Assignee for fee in lieu of commissions	$	$ 50.00
To Assignee for Court costs, viz:		
Clerk of Court - costs	24.75	
Auditor	9.00	33.75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	34.50	
Capital-Gazette Press - handbills	4.75	
Capital-Gazette Press -order nisi on report of sale	5.00	
Capital-Gazette Press -order nisi on Auditor's acct.	5.00	
Fidelity & Deposit Co. - bond premium	10.00	
George W. Scible - auctioneer	10.00	
Margaret E. Branzell - notary fee	.50	
One-half Federal revenue stamp	1.50	
One-half State revenue stamp	1.50	72.75
To Home Owners Loan Corporation, mortgagee, this balance on account mortgage claim		2,843.50
		$3,000.00

Amount of mortgage claim filed	$3,122.84
Cr. Amount allowed as above	2,843.50
Balance subject to decree in personam	$ 279.34

Cr. Jan. 12,1940 Proceeds of Sale $3,000.00

ORDER NISI

Ordered, This 7th., day of March, 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 8th 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 8th., day of April next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Apr. 6, 1940

We hereby certify, that the annexed Order Nisi - No. 7926 Eq. Aud. Acct. - William J. 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 8th day of April, 1940. The first insertion being make the 14th day of March, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 10 day of April, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

	:	
Samuel E. Dicus	:	No. 7702 Equity
vs.	:	In The Circuit Court For
Lulu F. Dicus	:	Anne Arundel County.

Decree of Annullment --Filed Oct. 15" 1938.

Eq

DECREE

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

It is thereupon this 13" day of October in the year Nineteen hundred thirty-eight, by the Circuit Court for Anne Arundel County, Adjudged, Ordered and Decreed that the marriage between Samuel E. Dicus and Lulu F. Dicus, entered into on the 17th day of September, 1938, be and the same is hereby dissolved and declared to be null and void to all intents and purposes whatsoever.

It is Further Adjudged, Ordered and Decreed that the plaintiff pay the costs of this suit.

Linwood L. Clark. A. J.

In the Matter of the Sale of the	:	No. 7927 Equity
Mortgaged Real Estate of Gabriel H. Johnson	:	In The Circuit Court For
and Martha J. Johnson, his wife.	:	Anne Arundel County.

Mr. Clerk:

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

J. Oliver Clark, Assignee

Mortgage --Filed Dec. 12th., 1939.

This Mortgage, made this 24th day of January, in the year Nineteen Hundred and Thirty-four, by and between Gabriel H. Johnson and Martha J. Johnson, his wife, of Anne Arundel County, in the State of Maryland, of the first part, Mortgagors, and the Home Owners' Loan Corporation, of the second part, Mortgagee.

Whereas, the said Mortgagors are justly indebted unto the said Mortgagee in the full sum of one thousand thirty-five and 34/100 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 one thousand thirty-five and 34/100 Dollars, with interest to accrue thereon at the rate of 5 per centum per annum, which said sum with interest the said Mortgagors hereby covenant to pay to the said Mortgagee at its office in Washington, D. C., or to its successors and assigns, in monthly instalments of $8.19 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 $4.31 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 $9.58 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 two lots of ground in the Fifth Election District of Anne Arundel County, Maryland, known as Lots Nos. 692 and 693 on the Plat of Patapsco Park recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 1, folio 31. The said lots having a frontage of 50 feet on Key Avenue with an even depth of 125 feet.

Being the same lots of ground conveyed to the said Gabriel H. Johnson and Martha J. Johnson, his wife, by deed from the Patapsco Park Land Company, dated April 8, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 47, folio 180.

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 Corporation, with insurers and to an amount approved by the Corporation as a further security for said mort-

gage debt and assign and deliver to the said Corporation, as issued, with all premiums thereon paid in full, all insurance policies upon said property.

In the event any sum of money becomes payable under such policy or policies, the Corporation shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the obligors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder, and each and every such payment shall bear interest from date at the rate of six per centum per annum.

And the said mortgagors further covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note and in this mortgage set forth.

The Mortgagors herein hereby assign to Home Owners' Loan Corporation any and all rents on the premises herein described and authorize said Corporation, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors as described herein, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

And it is agreed that as soon as the mortgagors cease to own said property or to have any interest therein, either by voluntary or involuntary alienation or in any other manner, except by the death of said mortgagors or either of them, or said property shall be diverted to uses other than a dwelling house, then the unpaid balance of said mortgage debt, together with the interest and any charges thereon shall become due and demandable, and in default of the payment thereof on demand, this mortgage may at the option of the mortgagee be foreclosed and the property sold under the assent to a decree or power of sale herein contained. And it is further agreed that nothing shall be construed as a waiver of this condition except a writing under the seal and signed by the proper official of said mortgagee, and that the assent to one change of ownership or use shall not allow a subsequent change without like assent, and that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the mortgagors without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Corporation and no extension of the time for the payment of 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 indident 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: Witness Gabriel H. Johnson (Seal)

N.W.Reichelt her

Ruby W. Chaney J.Oliver Clark X Martha J. Johnson (Seal)

mark

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 24th day of January, in the year Nineteen Hundred and Thirty four, before me, a Notary Public of the State of Maryland, in and for Anne Arundel Co. personally appeared Gabriel H. Johnson & Martha J. Johnson, his wife, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Herbert W. Reichelt Agent of said Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney,

My commission expires the 6th day of May, 1935. Notary Public.

For Value Received, 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 7th day of December, 1939.

Witness: (Corporate Seal) Chas B. Lyddane

Edith T. Affoyroux Regional Treasurer.

Received for Record 12 day of Dec. 1939, at 3 o'clock P. M. and the same day recorded in Liber F. S. R., No. 122, Fol. 372, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Statement of Mortgage Claim -- Filed January 12th., 1940.

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

Loan #18-24-C-167 4 D-M

Date of Loan	1-24-34
Original Amount of Loan	$1,035.34
Advanced for Insurance	14.44
Advanced for Taxes - 1937 State-County	40.65
Advanced for Insurance	9.90
Advanced for Insurance	9.90
Advanced for Taxes - Balance of 1938 State-County	3.19
Advanced for Taxes - 1939 State-County	42.56
Total of Original Loan and Advances	1,155.98
Applied to Principal	111.59
Principal Balance Due	1,044.39
Unpaid Interest due as of 5-23-39 to 1-12-40	33.21
TOTAL AMOUNT DUE 1-12-40	1,077.60

George R. Davis,
Deputy for the Regional Accountant.

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 5th day of Jan in the year nineteen hundred and forty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared George R. Davis Deputy for the Regional Accountant of the Home Owners' Loan Corporation, the plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Witness my hand and Notarial Seal.

(Notarial Seal) Edward C. Golder,
Notary Public.

Bond --Filed & Approved 12" Jan. 1940.

Know All Men By These Presents:

That we, J. Oliver Clark of Annapolis, Maryland, as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand 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 8th day of January in the year of our Lord nineteen hundred and forty.

Whereas, the above bounden J. Oliver Clark by virtue of the power contained in a mortgage from Gabriel H. Johnson and Martha J. Johnson, his wife to Home Owners' Loan Corporation bearing date the 24th day of January, 1934 and recorded among the mortgage records of Anne Arundel County in Liber F. S. R. No. 122 Folio 368 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 in the presence of (Corporate Seal) J. Oliver Clark (Seal)

Margaret E. Branzell

Fidelity and Deposit Company of Maryland
By E. V. Shockley,
Attorney-in-Fact.

As to Surety:

I. Grant

Assignee's Report of Sale --Filed January 15th., 1940.

To The Honorable, The Judges of Said Court:

The Report of Sale of J. Oliver Clark, Assignee of the mortgage filed in these proceedings, respectfully shows:

(1). That under and by virtue of the power of sale contained in a mortgage from Gabriel H. Johnson and Martha J. Johnson, his wife, dated the 24th day of January, 1934, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 122 folio 368, 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, January 12th, 1940, at 11:15 o'clock A. M. at the Court House door, in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said J. Oliver Clark, Assignee as aforesaid, then and there sold the said property to the Home Owners' Loan Corporation at and for the sum of One Thousand Dollars ($1000.00), it being at that figure the highest bidder therefor, the said property being the following:

All those two lots of ground in the Fifth Election District of Anne Arundel County, Maryland, known as Lots Nos. 692 and 693 on the Plat of Patapsco Park recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 1 folio 31. The said lots having a frontage of 50 feet on Key Avenue with an even depth of 125 feet.

Being the same lots of ground conveyed to the said Gabriel H. Johnson and wife by deed from the Patapsco Park Land Company, dated April 8th, 1922 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 47 folio 180.

Improvements consist of a 2 story frame dwelling containing 8 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 the sale.

Respectfully submitted,

J. Oliver Clark, Assignee.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 15th day of January, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Oliver Clark, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

Witness my hand and Notarial Seal,

(Notarial Seal) Margaret E. Branzell

Notary Public.

ORDER NISI

Ordered, this 15th day of January, 1940, 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 16th day of February, 1940; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County

once in each of three successive weeks before the 16th day of February, 1940.

The Report states the amount of sales to be One Thousand Dollars($1000.00).

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Feb. 13, 1940.

We hereby certify, that the annexed Order Nisi - No. 7927 Equity - Sale - Gabriel H. Johnson 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 16th day of February, 1940. The first insertion being made the 18th day of January, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 20th day of February, 1940, 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 March 7th., 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 Gabriel H. Johnson and Wife

in ac. with J. Oliver Clark, Assignee

To Assignee for fee in lieu of commissions	$	$50.00
To Assignee for Court costs, viz:		
Clerk of Court -costs	24.75	
Auditor	9.00	33.75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	18.00	
Capital-Gazette Press - handbills	4.75	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
Fidelity & Deposit Co. - bond premium	10.00	
George W. Scible - auctioneer	10.00	
Margaret E. Branzell - notary fee	.50	
One-half Federal revenue stamp	.50	
One-half State revenue stamp	.50	54.25

Amount brought forward		$ 138.00
To Home Owners Loan Corporation, mortgagee,		
this balance on account mortgage claim		862.00
		$1,000.00
Amount of mortgage claim filed	$1,077.60	
Cr. Amount allowed as above	862.00	
Balance subject to decree in personam	$ 215.60	
Cr. Jan. 12, 1940 Proceeds of Sale		$1,000.00

ORDER NISI

Ordered, This 7th., day of March, 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 8th., 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 8th., day of April next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., Apr. 6, 1940

We hereby certify, that the annexed Order Nisi No. 7927 Equity - Aud. Acct. - Gabriel H. Johnson & 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 8th day of April, 1940. The first insertion being made the 14th day of March, 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 aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,

Judge.

In the Matter of the Sale of the	:	No. 7933 Equity
Mortgaged Real Estate of Stanley	:	In The Circuit Court for
Russell and Nellie Russell, his wife.	:	Anne Arundel County.

Mr. Clerk:

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

J. Oliver Clark, Assignee.

Mortgage --Filed Dec. 21st. 1939.

This Mortgage, made this 29th day of May 1934, by and between Stanley Russell and Nellie Russell, his wife of Anne Arundel County, State of Maryland, Mortgagors, and Home Owners' Loan Corporation, Mortgagee.

Whereas, the Mortgagors are indebted unto the Mortgagee in the sum of Two Thousand One Hundred Ninety-three and 80/100 Dollars, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagee their joint and several promissory note of even date herewith for said sum of Two Thousand One Hundred Ninety-three and 80/100 Dollars, with interest to accrue thereon at the rate of Five per centum per annum, which sum with interest the Mortgagors hereby covenant to pay to the Mortgagee at its office in Washington, D. C., in monthly instalments of $17.35 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance; and

Whereas, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

Whereas, said Mortgagors are desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

Now Therefore This Mortgage Witnesseth, that for and in consideration of the premises and of the sum of One Dollar and other valuable considerations the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Anne Arundel County, State of Maryland, and described as follows, that is to say:

All that property in the Fifth Election District of Anne Arundel County, Maryland, which is more particularly described as follows: Beginning for the same at an iron pipe at the Northeastmost corner of a lot of ground that was devised to William Roland Disney by his father William Peter Disney by his last Will and Testament recorded among the Testamentary Records of Anne Arundel County in Will Book 50, folio 230 said point of beginning being the beginning point of the land conveyed by A. G. Peddicord to William Peter Disney by deed dated August 24, 1897, and recorded among the Land Records in G. W. No. 7, folio 143 and running thence on the outlines thereof South 3/4 degrees East 706 feet to an iron pipe at the corner of a 9½ Acre lot of ground conveyed by William R. Disney and wife to Clarence A. Fisher and wife by deed dated September

14, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 55, folio 224 thence along Fishers line North 75 degrees West 970 feet to an iron pipe, thence still North 75 degrees West 15' to the center of Ridge Road thence in the center thereof North 19 degrees East 246 feet North 18 degrees East 368 feet to intersect the 7th line of the conveyance from Peddicord to Disney thence on the outlines thereof and on the South side of Ridge Road South 84 degrees East 130 feet North 72½ degrees East 23 perches North 86¼ degrees East 19 perches to an iron pipe set about 2 feet Southwest of a cedar tree and thence South 13 perches to the place of beginning. Containing 15.2 Acres of ground more or less.

Being the exact same property conveyed to the said Stanley Russell and Nellie Russell, his wife, by deed from William Roland Disney and wife dated October 15, 1931, and recorded among the aforesaid Land Records in Liber F. S. R. No. 90, folio 337.

Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, together with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple.

It is agreed by the parties hereto that wherever there is a reference in this mortgage to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of law) of the same.

Provided that if the Mortgagors shall pay or cause to be paid the aforesaid debt and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagors do hereby covenant to pay when legally demandable, and the Mortgagors do further covenant and agree that they shall, whenever called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

The Mortgagors covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee, because of the failure on the part of the Mortgagors to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or

other contingencies, under a mortgage clause in the form approved by the Mortgagee, with insurers and to an amount approved by the Mortgagee, as a further security for said debt, and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder. Upon the failure of the Mortgagors to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants in said note and in this mortgage set forth and further covenant to keep the premises hereby mortgaged in good tenantable repair in the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder.

The Mortgagors hereby assign to the Mortgagee all rents accruing on said premises and authorize said Mortgagee, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors, and to deduct from such rents all cost of collection and administration and to apply the remainder of the same on the debt hereby secured.

All cash advances made by the Mortgagee hereunder subsequent to the closing of the loan, covenanted to be paid by the Mortgagors, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Six (6) per centum per annum. It is agreed that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagors without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee and no extension of the time for the payment of said debt given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

The Mortgagors bind themselves not to erect or permit to be erected any new buildings on said premises or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note and this mortgage shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any junior mortgage should be instituted or any junior lien of any kind should be enforced, the Mortgagee may at its option immediately declare this mortgage and the note which the same secures, due and payable and start such proceedings as may be

necessary to protect its interests in the premises.

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or John I. Rowe and Lansdale G. Sasscer, or either of them, at any time after such default to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives or assigns, and which sale shall be made in the manner following, viz., upon giving twenty days' notice of the time, place, manner and terms of sale, in a newspaper printed in Anne Arundel County, and such other notice as by the Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or powers hereby granted, the proceeds arising from such sale, to apply, first, to the payment of all expenses incident to such sale, including a fee of Twenty-five (25) Dollars, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus (if any) shall be paid to the Mortgagors, or to whomever may be entitled thereto.

The Mortgagors do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, or under the assent to decree as hereinbefore set forth, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which expenses, costs and commission the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and Lansdale G. Sasscer, or either of them, shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

And the Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

Witness the hands and seals of the Mortgagors.

Test: Stanley Russell (Seal)

Lucy F. Loskosky Nellie Russell (Seal)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 29th day of May, 1934, before me, a Notary Public of the

State of Maryland, in and for Anne Arundel County, personally appeared Stanley Russell and Nellie Russell, his wife the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Herbert W. Reichelt, Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal) Lucy F.Loskosky,

My commission expires the 6th day of May, 1935. Notary Public.

For Value Received, 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 13th day of December, 1939.

Witness: (Corporate Seal) Charles B. Lyddane

Edward C. Golder Regional Treasurer

Received for Record 21 day of Dec. 1939, at 9-50 o'clock A. M. and the same day recorded in Liber W. M. B. No. 126, Fol. 369, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Statement of Mortgage Claim --Filed January 12" 1940.

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

Loan #18-29-C-597 4 D-M

Date of Loan	5-29-34
Original Amount of Loan	$2,193.80
Advanced for Insurance	28.50
Advanced for Insurance	3.00
Advanced for Insurance	.42
Advanced for Insurance	27.50
Advanced for Taxes - 1937-38-39 State-County	125.59
Total of Original Loan and Advances	2,378.81
Applied to Principal	69.46
Principal Balance Due	2,309.35
Unpaid Interest due as of 2-3-39 to 1-12-40	108.62
Total Amount Due 1-12-40	2,417.97

George R. Davis

Deputy for the Regional Accountant

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 5th day of Jan in the year nineteen hundred and forty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared George R. Davis Deputy for the Regional Accountant of the Home Owners' Loan Corporation, the plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Witness my hand and Notarial Seal.

(Notarial Seal) Edward C. Golder
Notary Public.

Bond --Filed & Approved 12" January, 1940.

Know All Men By These Presents:

That we, J. Oliver Clark of Annapolis, Maryland as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand 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 8th day of January in the year of our Lord nineteen hundred and forty.

Whereas, the above bounden J. Oliver Clark by virtue of the power contained in a mortgage from Stanley Russell and Nellie Russell, his wife to Home Owners' Loan Corporation bearing date the 29th day of May, 1934, and recorded among the mortgage records of Anne Arundel County in Liber W. M. B. No. 126 Folio 364 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 in the presence of Margaret E. Branzell As to Surety: By I. Grant.

(Corporate Seal)

J. Oliver Clark (Seal)

Fidelity and Deposit Company of Maryland

By E. V. Shockley, Attorney-in-Fact.

Assignee's Report of Sale -Filed Jan.15,1940

To The Honorable, The Judges of Said Court:

The Report of Sale of J. Oliver Clark, Assignee of the mortgage filed in these proceedings, respectfully shows:

(1). That under and by virtue of the power of sale contained in a mortgage from Stanley Russell and Nellie Russell, his wife, dated the 29th day of May, 1934, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 126 folio 364, 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 distribured throughout the vicinity of the property and elsewhere, did on Friday, January 12th, 1940 at 11:30 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 Two Thousand Dollars ($2000.00), it being at that figure the highest bidder therefor; the said property being the following:

All that property in the Fifth Election District of Anne Arundel County, Maryland, which is more particularly described as follows:

Beginning for the same at an iron pipe at the Northeasternmost corner of a lot of ground that was devised to William Roland Disney by his father William Peter Disney by his Last Will and Testament recorded among the Testamentary Records of Anne Arundel County in Will Book 50, folio 230, said point of beginning being the beginning point of the land conveyed by A. G. Peddicord to William Peter Disney by deed dated August 24, 1897 and recorded among the Land Records in G. W. No. 7 folio 143, and running thence on the outlines thereof South 3/4° East 706 feet to an iron pipe at the corner of a 9½ acre lot of ground conveyed by William R. Disney and wife to Clarence A. Fisher and wife by deed dated September 14, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 55 folio 224, thence along Fishers line North 75 degrees West 970 feet to an iron pipe, thence still North 75° West 15' to the center of Ridge Road, thence in the center thereof North 19° East 246 feet North 18° East 368 feet to intersect the 7th line of the conveyance from Peddicord to Disney, thence on the outlines thereof and on the South side of Ridge Road South 84° East 130 feet North 72½° East 23 perches North 86¼° East 19 perches to an iron pipe set about 2 feet Southwest of a cedar tree and thence South 13 perches to the place of beginning. Containing 15.2 acres of ground, more or less.

Being the same property conveyed to the said Stanley Russell and wife by deed from William Roland Disney and wife dated October 15, 1931 and recorded among the aforesaid Land Records in Liber F. S. R. No. 90 folio 337.

Improvements consist of 1-1/2 story frame dwelling containing 6 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 sale.

Respectfully submitted,

J. Oliver Clark, Assignee.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 15th day of January, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Oliver Clark, Assignee, and made oath in due form of law that the matters and things, stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

Witness my hand and Notarial Seal,

(Notarial Seal) Margaret E. Branzell

Notary Public

ORDER NISI

Ordered, this 15th day of January, 1940, 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 16th day of February, 1940; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 16th day of February, 1940.

The report states the amount of sales to be Two Thousand Dollars ($2000.00).

True Copy, John H. Hopkins, 3rd.,
Test: John H. Hopkins, 3rd., Clerk Clerk.

Certificate of Publication Annapolis, Md., Feb. 13, 1940

We hereby certify, that the annexed Order Nisi - No. 7933 Equity,Stanley Russell and wife was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of February, 1940. The first insertion being made the 18th day of January, 1940.

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

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 20th day of February, 1940, 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 March 7th., 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 Stanley Russell and Wife in ac. with J. Oliver Clark, Assignee.

To Assignee for fee in lieu of commissions	$	$ 50.00
To Assignee for Court costs, viz:		
Clerk of Court - costs	24.75	
Auditor	9.00	33.75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	29.25	
Capital-Gazette Press - handbills	4.75	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
Fidelity & Deposit Co. - bond premium	10.00	
George W. Scible - auctioneer	10.00	
Margaret E. Branzell - notary fee	.50	
One-half Federal revenue stamps	1.00	
One-half State revenue stamps	1.00	66.50

Amount brought forward	$	$150.25
To Home Owners Loan Corporation, mortgagee,		
this balance on account mortgage claim		1,849.75
		$2,000.00

Amount of mortgage claim filed	$2,417.97	
Cr. Amount allowed as above	1,849.75	
Balance subject to decree in personam	$ 568.22	

Cr. Jan. 12, 1940 Proceeds of Sale $2,000.00

ORDER NISI

Ordered, This 7th, day of March, 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 8th., 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 8th., day of April next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., Apr. 6, 1940

We hereby certify, that the annexed Order Nisi - No. 7933 Equity - Aud. Acct. - Stanley Russell was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of April, 1940.

The first insertion being made the 14 th day of March, 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 aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,

Judge.

In the Matter of the Adoption	:	No. 7947 Equity.
of the Infant Child,	:	In The Circuit Court For
Louis Albert Austin, Jr.	:	Anne Arundel County.

Petition and Order --Filed Feby. 19th., 1940.

To The Honorable, The Judges of Said Court:

The Petition of Harry W. Hammersla and Gertrude Helen Hammersla, his wife, respectfully shows as follows:

(1). That Louis Albert Austin, Jr., now five years of age, was born February 1st, 1934 in Baltimore City and is the infant son of Louis Albert Austin, Sr. and Marian E. Austin.

(2). That the said Marian E. Austin died six weeks after the birth of her infant son, Louis Albert Austin, Jr., and the said infant was then placed in St. Vincent's Orphanage in Baltimore by the father, Louis Albert Austin, Sr.

(3). That when said infant, Louis Albert Austin, Jr., was three months old he was removed from said Orphanage by the said Louis Albert Austin, Sr. at the insistence of your Petitioners and was given unto your Petitioners by the said Louis Albert Austin, Sr.

Ent

(4). That the said Louis Albert Austin, Sr. refused to provide for said infant child, Louis Albert Austin, Jr., and repeatedly declared that he wanted nothing to do with said infant child, and at the time said infant child was four months old the father of said infant child disappeared from the home of your Petitioners where he was residing and your Petitioners have not heard from the said father since the date of his disappearance and have absolutely no knowledge or information concerning his whereabouts.

Although your Petitioner, Gertrude Helen Hammersla is a sister of the said Louis Albert Austin, Sr. and in spite of the fact that your Petitioners have made frequent inquiry concerning him, your Petitioners further show that the said Louis Albert Austin, Sr. has not communicated with them and has not visited them since the date of his disappearance.

(5). That the said infant child, Louis Albert Austin, Jr., has lived in the household of your Petitioners as their own child continuously since he was three months of age.
That your Petitioners reside at Homeland Park, Linthicum Post-office, Fifth Election District, Anne Arundel County, Maryland, and are purchasing their own home and that they have no children and are able to care for and raise the said infant child, Louis Albert Austin, Jr., and that your Petitioners desire to adopt said infant child, Louis Albert Austin, Jr.

(6). That your Petitioners believe and therefore aver that it will be for the best interests and welfare of said infant child, Louis Albert Austin, Jr., that he be adopted by your Petitioners.

(7). That your Petitioners are desirous of having the said infant's name, Louis Albert Austin, Jr., changed to Harry Mason Hammersla.

(8). That your Petitioners file herewith as a further part hereof entitled "Petitioners Exhibits "A" and "B" respectively written statements in support of this Petition concerning the matters and things set forth in this Petition.

To the End therefore:
That a decree may be passed by this Honorable Court declaring the said infant child, Louis Albert Austin, Jr., to be the adopted son of your Petitioners, Harry W. Hammersla and Gertrude Helen Hammersla, his wife, in accordance with the Laws of the State of Maryland, and that the

name of the said infant child, Louis Albert Austin, Jr., be thereafter known as Harry Mason Hammersla in the place and stead of Louis Albert Austin, Jr.

And as in duly bound, etc.

John H. Heid.

Harry W. Hammersla
Gertrude Helen Hammersla
Petitioners.

J. Oliver Clark, Solicitor for Petitioners.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 5th day of February, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Harry W. Hammersla and Gertrude Helen Hammersla, his wife, the Petitioners named in the aforegoing Petion, and they and each of them made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true and correct.

Witness my hand and Notarial Seal,

(Notarial Seal) John H. Heid,
Notary Public.

My Commission Expires May 5, 1941.

Ordered, this 20th day of February, 1940, by the Circuit Court for Anne Arundel County, in Equity, upon the petition of Harry W. Hammersla and Gertrude Helen Hammersla filed herein, that a copy of said petition be served on Louis Albert Austin, Sr. by the Sheriff for Anne Arundel County; and that the said Sheriff attach to his return in this matter such information as he is able to obtain as to the whereabouts of the said Louis Albert Austin, Sr. in the event that service cannot be made.

Ridgely P. Melvin, Judge.

To The Honorable, The Judges of Said Court:

I, Walter Edw. Albeicht, Linthicum Postoffice, Maryland, do hereby certify that I have known Harry W. Hammersla and Gertrude Helen Hammersla, the Petitioners herein, for over six years, and that they have had custody of the infant child, Louis Albert Austin, Jr., for over five years, and that I have not seen the said infant's father, Louis Albert Austin, Sr., for over five years and have no information whatsoever as to his whereabouts.

I do further certify that the Petitioners have a good home and that their circumstances are such as will enable them to continue to provide a good home for said infant child, Louis Albert Austin, Jr., and that the adoption of said infant child, Louis Albert Austin, Jr., by the Petitioners would be for the best interests of said infant.

Respectfully

Walter Edw. Albeicht

To The Honorable, The Judges of Said Court:

I, John H. Heid, of Homeland Park, Linthicum Postoffice, Maryland, do hereby certify that I have known Harry W. Hammersla and Gertrude Helen Hammersla, the Petitioners herein, for over six years, and that they have had custody of the infant child, Louis Albert Austin, Jr., for over five years, and that I have not seen the said infant's father, Louis Albert Austin, Sr., for over five years and have no information whatsoever as to his whereabouts.

I do further certify that the Petitioners have a good home and that their circumstances are such as will enable them to continue to provide a good home for said infant child, Louis

Albert Austin, Jr., and that the adoption of said infant child, Louis Albert Austin, Jr., by the Petitioners would be for the best interest of said infant.

John H. Heid.

Affidavit --Filed March 1st., 1940.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 29th day of February, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared F. Guy Kelly, Deputy Sheriff for Anne Arundel County, Maryland, and he did make oath in due form of law that he attempted to serve a copy of the Petition and Order of Court in this case on Louis Albert Austin, Sr., and that upon investigation he found that the said Louis Albert Austin, Sr. was a resident of Homeland Park, Linthicum Heights, Fifth Election District of Anne Arundel County, Maryland, approximately five years ago, and that the said Louis Albert Austin, Sr. departed from said residence approximately five years ago without leaving any information as to his future address; and the said F. Guy Kelly, Deputy Sheriff, did further make oath that he has interviewed a number of residents in said community and made careful investigation and has been unable to obtain any information as to the present address or whereabouts of the said Louis Albert Austin, Sr.

Witness my hand and Notarial Seal,

(Notarial Seal) Margaret E. Branzell,
Notary Public.

Decree March 2, 1940.--Filed March 2nd., 1940.

The above entitled cause being ready for decree, and being submitted, the petition, affidavits and all other proceedings were by the Court read and considered.

It is thereupon this 2nd day of March, 1940, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed that the infant, Louis Albert Austin, Jr., mentioned in these proceedings, be, and he is hereby declared to be the legally adopted child of Harry W. Hammersla and Gertrude Helen Hammersla, as prayed in the above cause.

It is further Adjudged, Ordered and Decreed that the name of the said infant child, be, and it is hereby changed from Louis Albert Austin, Jr. to Harry Mason Hammersla, and that the Petitioners pay the costs of the proceedings to be taxed by the Clerk.

Ridgely P. Melvin,
Judge.

Manuel L. Kann : No. 7951 Equity.

vs. : In the Circuit Court for

Board of County Commissioners of Anne Arundel : Anne Arundel County.

County, a body corporate :

Petition to Declare Tax Sale Null & Void --Filed February 28th., 1940.

To the Honorable, the Judges of said Court:

The petition of Manuel L. Kann by Noah A. Hillman, his solicitor, respectfully represents:

1. That heretofore, to wit - October 10, 1938, a lot and improvements assessed in the name of John A. Harris in the Fourth Election District of Anne Arundel County, was sold for 1937 taxes by Joseph H. Pepper, Treasurer, the purchaser being the defendant, the County Commissioners of Anne Arundel County.

11. The proceedings are all recorded in Tax Sale Docket F. A. M. No. 4, folio 268, being case No. 4530. Petitioner prays that the proceedings in the tax case may be taken as a part hereof as though set forth fully.

111. That on the 17th day of January, 1938, the said John A. Harris and Elizabeth Harris, his wife, executed a mortgage to one Julius Herman, Trading as Herman Building and Supply Company. He subsequently assigned this mortgage for value to the National Homeowners Service Corporation. This mortgage became in default and it was assigned to Louis J. Sagner, who filed proceedings for foreclosure in this Honorable Court. The case is No. 7920 Equity, and petitioner prays ----- that it be considered as a part hereof as though set forth fully. Eq

1V. That on February 20, 1940, the said Louis J. Sagner, Assignee, sold the property aforementioned to your petitioner who, at the time, was not aware of the fact that the property had been sold for taxes.

V. That your petitioner is informed and believes that the tax sale is void for reasons apparent in the proceedings.

Vl. That the property was sold at tax sale for $35.41 and this sum, together with all accumlated taxes including the current year's makes a total of $104.23. Your petitioner is willing to pay this sum to the Board of County Commissioners for Anne Arundel County if the tax sale is set aside.

To the end, therefore,

a. That the tax sale of the property mentioned be declared null and void.

b. and for such other relief as may be necessary.

May it please your Honors to grant unto your petitioner the writ of subpoena directed to the defendant Board of County Commissioners of Anne Arundel County, commanding said Board 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.

Manuel L. Kann, Noah A. Hillman,

Petitioner. Solicitor for Petitioner

Service of Copy, admitted this 29 day of February, 1940. Benjamin Michaelson,
Solicitor for Defendant.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 23 day of February, 1940, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Manuel

L. Kann, the above named Petitioner and made oath in due form of law that the facts set forth in the aforegoing Petition are true to the best of his information, knowledge and belief.

Witness my hand and Seal Notarial.

(Notarial Seal) Helen M. Kahler,
Notary Public.

Answer --Filed March 6" 1940.

To the Honorable, the Judges of said Court:

The Answer of the Board of County Commissioners of Anne Arundel County, by Benjamin Michaelson, its solicitor, respectfully shows:

1. That it admits the allegations of paragraphs one and two in said petition.

11. That it admits so much of paragraph three as it can but having no knowledge that said mortgage became in default, it neither admits nor denies the same.

111. That it neither admits nor denies paragraph four of the petition.

1V. Answering paragraph five, this respondent neither admits nor denies that the tax sale is void.

V. Answering paragraph six, this respondent admits the amount of the tax sale was $35.41. Further answering said paragraph and the petition in general, this respondent is agreeable to having the Court pass a Decree setting aside the tax sale provided petitioner pays the amount of $35.41 plus all accumulated taxes, with interest, and the costs of these proceedings.

Having answered the petition in this case filed, this respondent prays to be hence dismissed with costs.

Board of County Commissioners of
Anne Arundel County
By John J. Levay, President

Benjamin Michaelson
Solicitor for Respondent.

Submission For Decree and Decree -- Filed March 19th., 1940. Order March 21, 1940, fd.

To the Honorable, the Judges of said Court:

The parties hereto, by their Solicitors, respectfully submit this matter for decree, on Petition and Answer.

Noah A. Hillman,
Solicitor for Complainant
Benjamin Michaelson,
Solicitor for Defendant.

This cause coming before the Court on Petition and Answer, having been by the Court duly considered, it is this 21st day of March, 1940, by the Circuit Court for Anne Arundel County in Equity.

Ordered, Adjudged and Decreed that the sale of the property mentioned in these proceedings is and the same is hereby declared null and void;

And it is Further Ordered that the plaintiff pay unto the defendant the sum of $35.41 together with all accumulated taxes upon the aforementioned property, including the current year's taxes, as well as interest or other proper charges.

It is Further Ordered that the plaintiff pay the costs of these proceedings.

Ridgely P. Melvin, Judge.

Receipt of Defendant -- Filed April 26th., 1940.

The Defendant, Board of County Commissioners of Anne Arundel County, by Benjamin Michaelson, its Solicitor, hereby acknowledges receipt of the sum of One Hundred and Four Dollars and Seventy-six cents ($104.76), in above matter for the following:

$35.41	as per Order of Court
23.11	1938 taxes
22.87	1939 taxes
23.37	1940 taxes

Benjamin Michaelson,

R. Harry Arnold, Clerk. Solicitor for defendant.

E. John W. Revell Attorney named in Mortgage	:	No. 7918 Equity.
versus	:	In The Circuit Court for
John P. Mentis and Mary J. Mentis, his wife.	:	Anne Arundel County.

Eq

Mr. Clerk:

Please file the above captioned suit and mortgage from John P. Mentis and Mary J. Mentis, his wife to E. John W. Revell, short assigned to William E. Anderson, marked Plaintiff's Exhibit #2, and the following assignments of said mortgage:

William E. Anderson to E. John W. Revell, dated the 30th day of January 1928. Marked Plaintiff's Exhibit #3.

E. John W. Revell to William E. Anderson and Blanche R. Anderson, his wife dated the thirty-first day of January, 1928. Marked Plaintiff's Exhibit #4.

William E. Anderson and Blanche R. Anderson, his wife to E. John W. Revell, dated the eleventh of October, 1928. Marked Plaintiff's Exhibit #5.

E. John W. Revell to Almina A. Reid, dated the thirtieth day of November, 1929. Marked Plaintiff's Exhibit #6.

The said Almina A. Reid having recently died in the town of Milford in the State of Delaware, leaving a Last Will and Testament in which Wallace F. McFaul is named Executor. Copies of Letters Testamentory are filed herewith, as part hereof, marked Plaintiff's Exhibit #7.

A copy of said Will is filed in the Register of Wills Office in Anne Arundel County, Maryland.

The said mortgage and said assignments are made a part hereof.

(There is no Exhibit #1.)

E. J. W. Revell,
Attorney for E. John W. Revell
Named in Said Mortgage.

Mortgage -- Filed Nov. 10" 1939. Plaintiff's Exhibit #2.

This Mortgage, Made this 30th day of October in the year nineteen hundred and twenty-three, by and between John P. Mentis and Mary J. Mentis, his wife, of the City of Baltimore, in the State of Maryland, of the first part, and E. John W. Revell, of City and State aforesaid, of the second part.

Whereas, the said parties of the first part are justly and bona fide indebted unto the said

party of the second part in the sum of Eight hundred dollars, for which amount they have passed their promissory note payable twelve months after date, and to secure the interest thereon they have also passed their two other promissory notes, each for the sum of Twenty-four dollars, payable in six and twelve months after date, all of said notes bearing even date herewith and made payable to the order of the said party of the second part, and to secure the prompt and punctual payment of said notes as they become due and payable these presents are executed.

In default of the payment of any of the said interest notes as they become due and payable the same shall be considered principal notes and bear interest from the date of maturity to the date of payment.

Now This Mortgage Witnesseth, that in consideration of the premises and of the sum of One dollar, the said parties of the first part do grant and assign unto the said party of the second part, his executors, administrators and assigns, all that lot or parcel of ground situate and lying in Anne Arundel County, in the State of Maryland, and described as follows, to wit: Being all those lots in Anne Arundel County designated as Lots Numbers 9 and 10, Section A, on the Plat of "Brooklyn Heights", subdivision of J. Clinton Mewshaw, as appears on the Land Records of Anne Arundel County in Plat Book G. W. No. 1, Folio 128; being also the same lots of ground described in a deed from J. Clinton Mewshaw and wife to John P. Mentis and Mary J. Mentis, his wife, dated September 13, 1922, and intended to be recorded in the Land Records of Anne Arundel County prior hereto; subject to the conditions and restrictions mentioned in deed from J. Clinton Mewshaw and wife to John P. Mentis and wife, dated September 13, 1922, and intended to be recorded in the Land Records of Anne Arundel County prior hereto.

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said party of the second part, his heirs and assigns, forever.

Provided, that if the said parties of the first part their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of 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 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, the said parties of the first part for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said party of the second part, his personal representatives or assigns, or E. John W. Revell, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which

sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Twenty-five dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said 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 E.John W. Revell, 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 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 -------<u>when improved</u> 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: John P. Mentis (Seal)

F. E. W. Boone Mary J. Mentis (Seal)

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify, that on this 30th day of October in the year nineteen hundred and twenty three before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John P. Mentis and Mary J. Mentis, his wife, the Mortgagors named in the aforegoing Mortgage and each acknowledged the aforegoing Mortgage to be their act. At the same time

also appeared E. John W. Revell, 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) Felix E. Boone

Notary Public.

For value received I hereby assign to William E. Anderson the within mortgage and debt secured thereby. Witness the hand and seal this first day of November 1923

Test: F. E. W. Boone. E. J. W. Revell (Seal)

Received for Record 14 day of Nov. 1923, at 9 o'clock A. M. and same day recorded in Liber W.N.W. No. 80 Fol. 463, Land Records of Anne Arundel County.

Wm. N. Woodward, Clerk.

Exhibit # 3 -- Filed Nov. 10" 1939.

This Assignment of Mortgage, made this 30 day of January, in the year 1928, by and between William E. Anderson, of the City of Philadelphia, in the State of Pennsylvania, of the first part, and E. John W. Revell, of Baltimore City, 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, receipt whereof is hereby acknowledged, the said party of the first part does hereby assign, sell convey, and transfer to the said party of the second part, the following mortgage:

A mortgage from John P. Mentis and wife to E. John W. Revell, dated October 30 1923, and recorded among the Land Records of Anne Arundel County, in Liber W. N. W. No. 80, Folio 459.

To Have And To Hold unto the said party of the second part, his personal representatives and assigns, the within described mortgage, just as if he had been an original party to the said mortgage, so that in case of default in the covenants and conditions of said mortgage, he shall have the same rights and remedies as if he had been originally named therein.

Witness my hand and seal.

Witness: Felix E. Boone William E. Anderson (Seal)

State of Pennsylvania, City of Philadelphia, To wit:

I Hereby Certify that on this 30th day of January, in the year nineteen hundred and twenty-eight, before me, the subscriber, a notary public of the City of Philadelphia, in the State of Pennsylvania personally appeared William E. Anderson, the grantor named in the above Assignment of Mortgage, and he acknowledged the aforegoing assignment to be his act.

Witness my hand and notarial seal.

(Notarial Seal) Mary E. Logan

Commission expires Feb. 21, 1931 Notary Public

Plaintiffs Exhibit No. 4 --Filed Nov. 10" 1939.

This Assignment of Mortgage, made this 31st day of January, in the year 1928, by and between E. John W. Revell, of the City of Baltimore, in the State of Maryland, of the first part, and William E. Anderson and Blanche R. Anderson, his wife, of the City of Philadelphia, in the State of Pennsylvania, of the second part.

Witnesseth that in consideration of the sum of five dollars and other good and valuable

considerations, receipt whereof is hereby acknowledged, the said party of the first part does hereby assign, sell, convey, and transfer to the said parties of the second part, as tenants by the entireties, the mortgage mentioned and referred to in a deed or assignment from William E. Anderson to E. John W. Revell, dated the 30th day of January 1928, and recorded prior hereto, among the Land Records of Anne Arundel County.

To Have And To Hold unto the said parties of the second part, as tenants by the entireties, their assigns and the presonal representatives and assigns of the survivor, the mortgage mentioned in said deed or assignment.

Witness my hand and seal.

Witness: Felix E. Boone E. John W. Revell (Seal)

State of Maryland, Baltimore City, To wit:

I Hereby Certify that on this 31st day of January, 1928, before me, the subscriber, a notary public of the City of Baltimore in the State of Maryland, personally appeared E. John W. Revell, the grantor named in the above assignment of mortgage, and he acknowledged the aforegoing assignment to be his act.

Witness my hand and notarial seal.

(Notarial Seal) Felix E. Boone

Notary Public.

Plaintiffs Exhibit No. 5 --Filed Nov. 10" 1939.

This Assignment of Mortgage, made this 11th day of October, 1928, by and between William E. Anderson and Blanche R. Anderson, his wife, of the City of Philadelphia, State of Pennsylvania, of the first part, and E. John W. Revell, of Baltimore City, State of Maryland, of the second part.

Whereas, on the 30th day of October, 1923, John Mentis and Mary Mentis, his wife, executed and delivered to E. John W. Revell a mortgage on property known as Brooklyn Heights, Anne Arundel County, Maryland, to secure the payment of Eight Hundred Dollars and interest thereon, and the performance of the covenants and conditions therein contained, which will appear by reference to said mortgage recorded among the Land Records of Anne Arundel County W. N. W. 80 folio 459,

And Whereas, title to said mortgage is now vested in William E. Anderson and Blanche R. Anderson, his wife, who have this day sold all of their right, title and interest in and to said mortgage to E. John W. Revell.

Now Therefore, this Assignment witnesseth, that in consideration of the premises and the sum of Eight Hundred Dollars, this day paid to the said parties of the first part by the said party of the second part, the said parties of the first part do hereby assign unto the said party of the second part, his personal representatives and assigns, all their right, title and interest in and to said mortgage.

Witness our hands and seals.

Witness: William E. Anderson (Seal)

Mary E. Logan Blanche R. Anderson (Seal)

State of Pennsylvania, City of Philadelphia, To wit:-

I Hereby Certify that on this 11th day of October, 1928, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the City of Philadelphia, personally appeared William E. Anderson, and Blanche R. Anderson, his wife, the grantors named in the above

Assignment of Mortgage, and they acknowledged the aforegoing Assignment to be their act.

Witness my hand and notarial Seal.

Notarial Seal) Mary E. Logan

Commission expires Feb. 21, 1931 Notary Public.

Plaintiffs Exhibit No. 6 --Filed Nov. 10" 1939.

This Assignment of Mortgage, made this 30th day of November, 1929, by and between, E. John W. Revell, of the City of Baltimore, in the State of Maryland, of the first part, and, Almina A. Reid, of the Town of Milford, in the State of Delaware, of the second part.

Whereas, the said E. John W. Revell now owns and is vested with title to a mortgage, the principal of which is Eight Hundred Dollars, which assignment of mortgage is recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 42, Folio 377, and is dated October 11th 1928.

And Whereas, said original mortgage was dated October 30th 1923, and executed by John Mentis and Mary Mentis, his wife, which mortgage is recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 80, Folio 459;

And Whereas, the said E. John W. Revell has agreed to assign said mortgage to the said Almina A. Reid.

Now Therefore, This Assignment Witnesseth, that in consideration of the premises and the sum of Eight Hundred Dollars this day paid to the said party of the first part by the said party of the second part, and the said party of the first part does hereby assign unto the said party of the second part, her personal representatives and assigns, all his right, title and interest in and to said mortgage.

Witness my hand and seal.

Felix E. Boone E.John W. Revell

State of Maryland, City of Baltimore, To wit:-

I Hereby Certify that on this 30th day of November, 1929, 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, the grantor named in the above Assignment of Mortgage, and acknowledged the aforegoing Assignment to be his act.

Witness my hand and Notarial Seal.

(Notarial Seal) Felix E. Boone

Notary Public.

Plaintiff's Exhibit #7. --Filed Nov. 10" 1939.

The State of Delaware, Kent County, ss.

Jonathan L. Hopkins, Register for the Probate of Wills and granting letters of Administration in and for Kent County in the State of Delaware.

To All Persons Whom These Presents Shall Come, Greeting:

Know Ye Wallace E. McFaul that on the ninth day of May, A.D. one thousand nine hundred and thirty-nine at Dover, in Kent County aforesaid, was proved, approved and insinuated the last Will and Testament of Almina A. Reid late of the county aforesaid, deceased, having while she lived, and at the time of her death goods and chattels, rights and credits in divers places in said county, by means whereof the full disposition of all the singular and goods and chattels, rights

and credits of the said deceased, and the granting administration thereof, as also hearing the accounts, calculations and reckonings of the said administration, and the final discharge and dismission therefrom unto me are manifestly known to belong; and the administration of all and singular the goods and chattels, rights and credits of the said deceased's last Will and Testament any manner of way concerning, was granted unto Wallace F. McFaul Executor in the same testament named, chiefly of well and truly administering the same and making a true and perfect inventory and conscionable appraisement of all and singular the chattels, rights and credits of the said deceased, and exhibiting the same unto the Register's office, at Dover, in Kent County aforesaid, on or before the 9th day of August next ensuing the date hereof, and also of rendering a just and true account of the said administration on or before the 9th day of May next you being solemnly sworn thereto.

N. B.--Attachment may be regularly issued in case the inventory and list of debts be not returned and the account be not rendered within the time limited above.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said office, at Dover aforesaid, in the county aforesaid, the 9th day of May in the year of our Lord one thousand nine hundred and thirty-nine.

(Court Seal) Jonathan L. Hopkins,
Register.

Bond --Filed & Approved Nov. 10th 1939.

Know All Men By These Presents: That we, E. John W. Revell, of Baltimore, Maryland as Principal, and the United States Fidelity and Guaranty Company, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Nine Hundred and 00/100 Dollars ($900.00), 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 10th day of November, in the year of our Lord, nineteen hundred and thirty-nine

Whereas, the above bounden E. John W. Revell by virtue of the power contained in a mortgage from John P. Mentis and Mary J. Mentis, his wife to E. John W. Revell bearing date the 30th day of October, 1923 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 80 Folio 459 and E. John W. Revell 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 E. John W. Revell 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 — E. John W. Revell (Seal)

in the presence of — (Corporate Seal) — Atty. named in the above mortgage

Wm. A. Nayden — United States Fidelity and Guaranty Company

Charles E. Shields — By Howard J. McNamara, Atty. -in-Fact.

Witness to Surety

Statement of Mortgage Debt --Filed Nov. 13th., 1939.

Statement of the Mortgage Claim of Almina A. Reid under the mortgage from John P. Mentis and and Mary J. Mentis, his wife, to E. John W. Revell, dated the 30th day of October, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 80 folio 459, which mortgage by mesne assignments was assigned to Almina A. Reid November 30, 1929, said assignment recorded among the aforesaid Land Records in Liber F. S. R. No. 67 folio 282.

Principal	$800.00
Interest due April 30th, 1939	24.00
Interest due October 30th, 1939	24.00
Interest from Oct. 30 1939 to December 8, 1939	5.07
	$853.07

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this tenth day of November in the year 1939, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared E. John W. Revell and made oath in due form of law that he is the Agent and Attorney for said mortgagee and assignee in the mortgage herein referred to; that he made the original investment in said mortgage and has always represented the said mortgagee and assignee; that he has always collected the interest on said mortgage and accounted for the same to the said assignee; and that he is familiar with all the details of said account and that the said account as above stated is true and correct.

Witness my hand and seal Notarial,

(Notarial Seal) Myrtle Sturm

Notary Public.

Report of Sale -- Filed Dec. 13th., 1939

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

The Report of Sale of E. John W. Revell, Attorney named in the Mortgage hereinafter mentioned, respectfully shows, that by virtue of the power vested in him by mortgage dated the 30th day of October, 1923, from John P. Mentis and wife, to E. John W. Revell, recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 80, folio 459, which mortgage, by mesne conveyance became vested in Almina A. Reid, now deceased, and after giving bond with security for the faithful discharge of his trust as prescribed by the terms of said mortgage which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements in the Maryland Gazette a newspaper published weekly in the City of Annapolis Anne Arundel County, Maryland, for more than twenty days preceding the day of sale, and by handbills posted at the Court House, Annapolis, in Brooklyn and in Glenburnie, Anne Arundel County, Maryland, the said E. John W. Revell, attorney named in mortgage, did pursuant to said notice on Friday, the 8th day of December, 1939, at three o'clock P. M. attend on the premises and then and there sold the property described in said mortgage to Thomas W. H. Abbott, Agent for Wallace F. McFaul, Executor of the Estate of Almina A. Reid, a copy of whose Will is filed in the Register of Wills' Office in Anne Arundel County, at and for the sum of Six Hundred and Eighty-Five Dollars ($685.00) subject to the restrictions contained in said mortgage, he being, at that sum, the highest bidder therefor.

A copy of the advertisement containing description of said property, time, manner, place and terms of said sale is hereto attached and made a part hereof.

Respectfully submitted,

E. John W. Revell,

Attorney named in Mortgage.

State of Maryland, City of Baltimore, To wit:-

I Hereby Certify, that on this 12th day of December, 1939, before, me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared E. John W. Revell, 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) Gertrude P. Keen

Notary Public.

Advertisement of Sale --Attorney's Sale of Real Estate.

In the Fifth Election District of Anne Arundel County, Maryland, in the Development of "Brooklyn Heights" and Located on the Southeast Corner of the Baltimore and Annapolis Boulevard and Doris Avenue.

By virtue of the power of sale in a mortgage from John P. Mentis and Mary J. Mentis, his wife, dated the 30th day of October, 1923, and recorded among the Land Records of Anne Arundel County, in Liber W. N. W. No. 80 folio 459, the undersigned, as Attorney named in said mortgage to make sale in case of default, will offer at public sale, said mortgage being in default, on the premises, on Friday, December, 8, 1939, at 3:00 P. M. the property mentioned in said mortgage,to wit:

All those lots of ground situate lying and being in Anne Arundel County, in the State of Maryland, and described as follows: Being all those lots designated as Lots Numbers 9 and 10 Section A on the Plat of "Brooklyn Heights" sub-division of J. Clinton Mewshaw, as appears on the Land Records of Anne Arundel County in Plat Book G. W. No. 1 folio 128; being also the same lots of ground described in a deed from J. Clinton Mewshaw and wife to John P. Mentis and Mary J. Mentis, his wife, dated September 13, 1922, and recorded among the Land Records aforesaid in Liber W. N. W. No. 73 folio 3, subject to the conditions and restrictions mentioned in said deed, Said lots having an aggregate frontage of 55 feet, more or less, on the said Baltimore and Annapolis Boulevard, and an even depth therefrom of 130 feet, all as shown by the aforesaid plat.

This property is unimproved and is advantageously situated for residence and business property.

Terms of Sale: All cash upon ratification of sale by the Court. A deposit of $100 will be required of the purchaser on day of sale, and balance of purchase money to bear interest at 6% per annum from day of sale, Taxes and all other public assessments to be adjusted to day of sale.

E. John W. Revell,

George W. Scible, Auctioneer. Attorney Named in Mortgage.

ORDER NISI

Ordered, this 13th., day of December, 1939, That the sale of the property mentioned in these proceedings made and reported by E. John W. Revell, Attorney named in Mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 15th., day of Janrary 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 15th., day of January 1940, next. The report states that the amount of sales to be $685.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Feb.19,1940

We hereby certify, that the annexed Order Nisi - Sale - John P. Mentis #7918 Eq. was published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 15th day of January, 1940. The first insertion being made the 14th day of December, 1939.

The Capital-Gazette Press,Inc.

By H. L. Strange.

Ordered By The Court, This 20th day of February, 1940 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin,

Auditor's Report and Account -- Filed March 1st., 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. E. John W. Revell, Attorney named in Mortgage, vs. John P. Mentis and Wife in ac. with
E. John W. Revell, Attorney named in Mortgage.

To Attorney for fee	$ 25.00	$
To Attorney for commissions	43.25	68.25
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	14.10	
Auditor	9.00	33.10
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale Order nisi on	33.00	
Capital-Gazette Press - report of sale Order nisi on	5.00	
Capital-Gazette Press - auditor's acct.	5.00	
Art Press - handbills	5.50	
The Daily Record - advertising sale	5.50	
George W. Scible - auctioneer	11.00	
Northwestern Natn'l Ins. Co.- bond premium	10.00	
Myrtle Sturm - services rendered	5.00	
Register of Wills - recording copy of will	6.50	
One-half Federal and State revenue stamps	.85	
Gertrude P. Kern - notary fee	.50	87.85
To Attorney for Taxes, viz:		
1939 State and County taxes -($12.36-adj)		11.60
To Wallace F. McFaul, Executor of Almina		

Amount brought forward	$200.80	$200.80
A. Reid, mortgagee - this balance on account mortgage claim	$	$484.20
		$685.00

Amount of mortgage claim filed	$853.07
Cr. Amount allowed as above	484.20
Balance subject to decree in personam	$368.87

Cr. Dec. 8, 1939 Proceeds of Sale $685.00

ORDER NISI

Ordered, This 1st., day of March, 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 1st., 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 1st., day of April next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., Apr. 6, 1940

We hereby certify, that the annexed Order Nisi - No. 7918 Equity - Aud. Acct. - Mentis 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 1st day of April, 1940. The first insertion being made the 7th day of March, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County

Ordered by the Court, this 2 day of May, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,

Judge.

In the Matter of the Ex Parte Petition of the : No. 7973 Equity
Provident Trust Company of Philadelphia, a body corporate, In the Circuit Court for
under the laws of the State of Pennsylvania, con- Anne Arundel County, Maryland.
cerning the Deed of Trust from C. Albert Kuehnle: (No. 6316 Chancery.)
and Abbie Marian Kuehnle, his wife.

Certified Copy -- Filed April 24" 1940.

In The Chancery Records of the Circuit Court for Dorchester County, State of Maryland, among other Proceedings, is the Following, To Wit:

Petition by Trustee seeking to resign, praying the Court to assume jurisdiction of the trust. --(Filed, April 21, 1939)

To the Honorable, The Judges of the Circuit Court for Dorchester County, Maryland, Sitting as a Court of Equity:

The ex parte petition of Provident Trust Company of Philadelphia, a body corporate under the laws of the State of Pennsylvania, respectfully represents:

Ex (1). That your petitioner is a body corporate, created under the laws of the State of Pennsylvania, and that its charter is in full force and effect, and that it is engaged in the banking and other business allied and connected therewith, in the City of Philadelphia, and in the State of Pennsylvania, and that its banking house and place of business is at Seventeenth and Chestnut Streets, in the City of Philadelphia, State of Pennsylvania, your petitioner being legally authorized and empowered to act as trustee in the deed of trust hereinafter more particularly referred to.

2. That on the 25th day of February, 1932, C. Albert Kuehnle and Abbie Marian Kuehnle, his wife, then residing at Lower Merion Township, Montgomery County, State of Pennsylvania, near the corporate limits of the City of Philadelphia, executed an indenture, in the nature of a deed of trust, which, after being executed on the one part by the said parties, as settlors, and on the other part by your petitioner, Provident Trust Company of Philadelphia, was duly recorded among the Land Records of Dorchester County, Maryland, in Liber J. F. D. No. 28, folio 400, etc.

A certified copy of the said indenture and deed of trust being filed herewith and prayed to be read and taken as part thereof, marked "Petitioner's Exhibit 1".

3. That the said indenture and deed of trust granted and conveyed from the settlors to your petitioner, as trustee, a lot of valuable real estate, situated in the 7th Election District of Dorchester County, State of Maryland, which real estate had been conveyed to the said C. Albert Kuehnle by deeds referred to in the said indenture and deed of trust, which also contains a full and complete description, by metes, bounds, courses and distances, of the said estate, which, according to the said description, contained 214.7 acres of land, improved by valuable buildings. The said tract of land being called by the name of, and known as, "Shore Acres" .

4. That the said Indenture and deed of trust sets out its objects and purposes, which will appear by reference to it, power therein being given to your petitioner to keep the said real estate rented, insured, and reinsured, until a sale thereof by it, and to pay over the net income arising therefrom, at least quarterly, unto the said Abbie Marian Kuehnle, for and during the term of her natural life, and upon her death, to pay over the said net income unto the said C. Albert Kuehnle, should he survive her, for and during the term of his natural life, and upon the death of the survivor of the said two persons, to pay over said net income, on

each date set by the trustee for the distribution thereof, in equal shares, unto the children of the said settlors then living, and to the issue then living of any deceased child, per stirpes; to hold the proceeds of any sale of said property, or any part thereof, made during the lives of the settlors or during the life of the survivor of them, and to invest the same in stocks, bonds or other securities, as might seem safe and proper, without being restricted to make investments, and to pay over the net income from such money to the said settlors, their survivor and their children, or the issue of any deceased child or children; and to lease the said property to the said Abbie Marian Kuehnle, if she desired to rent the same, and, after her death, to the said C. Albert Kuehnle, should he survive her, if he desired to rent the same; with full power to the trustee to sell the said real estate, or any part thereof, at either public or private sale, in its discretion, and to execute deeds conveying the same; such power, however, of sale, to be exercised only upon the written application of the said settlors, or the survivor of them, during their lives, or the life of the survivor, with a power to the said settlors to convey and assign other property to the said trustee, for the purposes of the said trust; and upon the death of both of the said settlors, as soon thereafter as possible, the trustee to sell, at public or private sale, all, or the unsold balance, of the said real estate and convert the property into money, and then divide the money equally among the children of the said settlors living at the death of the survivor of the settlors, and the issue then living of any deceased child, the share of any minor in the trust fund to be held during minority for the benefit of such minor, and at majority, the child to receive its share, and then the said trust to terminate and end.

5. That your petitioner, having accepted the said trust, proceeded to administer and execute the same, during the year 1932 and each year thereafter, until the present time, and it is still carrying on the execution, as aforesaid.

6. That since the execution and delivery of the said deed of trust, your petitioner has, after complying with the terms and conditions therein, with reference to a sale of part or all of the said real estate, sold a part thereof to the Elalfrel Company, for the sum of twenty thousand dollars ($20,000.00), which was paid in cash, and has conveyed the part so sold by deed dated the 13th of August, 1938, and now of record among the Land Records of Dorchester County, Maryland, in Liber J. F. D. No. 38, folio 192, the land so sold binding on the duPont residence farm, called "Horn's Point"; the quantity of land sold was 66.23 acres, being cleared, arable and cultivated land, together with a log cabin residence thereon, leaving 148.47 acres of land, more or less, remaining, improved with a residence and farm outbuildings.

7. That your petitioner desires and wishes to resign its said trust, and to take the benefit of the provisions for such resignation of a trustee, in Section 260 of Article 16, of the Code of Public General Laws of Maryland, title "Chancery", sub-title "Trustee and Resignation of Trustee", and for the purpose of resigning its said trust, it files this ex parte petition with this Honorable Court.

8. That your petitioner, by the provisions of the said Section of the said Article of the said Code of Public General Laws of Maryland, is required to accompany this petition with a full and particular account, under oath, of all its receipts and disbursements, as Trustee, under the said Deed of Trust, and for that purpose, and in compliance with the said requirement, your petitioner herewith files as part hereof, and to be read herewith, a full and complete statement, as so required, which is marked "Petitioner's Exhibit 2".

9. That your petitioner herewith files a Consent, Approval and Agreement by C. Albert

Kuehnle and Abbie Marian Kuehnle, his wife, marked "Petitioner's Exhibit 3".

10. That under the provisions of Section 267A of Article 16, of the Code of Public General Laws of Maryland, title "Chancery", sub-title "Trustee", your petitioner prays this Honorable Court to assume jurisdiction over the trust created by the aforesaid Indenture of Trust, and that it be thereafter administered under the supervision of this Honorable Court.

To the end, therefore,

(1). That this Honorable Court assume jurisdiction over the trust created by the said Deed of Trust, and thereafter administered the same.

(2). That a decree may be passed in this case accepting the resignation of your petitioner as trustee, and releasing and discharging it as trustee, named in the said Deed of Trust, from the further execution thereof.

(3). That notice be given by publication, as required in said Section 260 of Article 16, of the Code of Public General Laws of Maryland, in one or more newspapers published in Dorchester County, Maryland, and for such time as this Court may deem proper, giving notice of the filing of this petition and for any person or persons who have any interest in the matter to show cause, if any they have, on or before a certain day therein named, why the said decree accepting the resignation of, and releasing and discharging the said trustee should not be passed as prayed.

(4). That your petitioner may have such other and further relief as its case may require. And as in duty bound, etc.

V. Calvin Trice,
Attorney for Petitioner.

Provident Trust Company of
Philadelphia,
By E. P. Cheyney
Its Asst. Trust Officer
Petitioner.

State of Pennsylvania, City of Philadelphia, to wit:

I hereby certify, a Notary Public of the State of Pennsylvania, in and for the City of Philadelphia, personally appeared E. P. Cheyney, the Assistant Trust Officer of Provident Trust Company of Philadelphia, a body corporate and the petitioner named in the aforegoing petition, and he made oath in due form of law that the matters and things stated in the said petition are true to the best of his knowledge, information and belief, and that he is the duly authorized officer of the said body corporate petitioning trustee to make this affidavit for it.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial seal, the day and year last above written.

Isaac S. H. Jones
A Notary Public in and for the Commonwealth of Pennsylvania at
Philadelphia.
Notary Public.

(Place of Seal)

Isaac S. H. Jones
Notary Public
My Commission Expires March 2, 1941.

My Commission expires on the 2nd day of March, 1941.

Petitioner's Exhibit 1 (Filed, April 21, 1939)

This Indenture, made this 25th day of February, 1932, between C. Albert Kuehnle of Lower

Merion Township, Montgomery County, Pennsylvania, and Abbie Marion Kuehnle, his wife, hereinafter called Settlors, of the one part, and Provident Trust Company of Philadelphia, a corporation of the State of Pennsylvania whose principal office is at the southeast corner of Seventeenth and Chestnut Streets in the City of Philadelphia, State of Pennsylvania, and which is duly qualified to act as a Trustee in the State of Maryland under the laws of said State of Maryland, hereinafter called Trustee, of the other part. Witnesseth, that the said Settlors, for and in consideration of the sum of One Dollar and other good and valuable considerations unto them well and truly paid by the said Trustee, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, conveyed, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, convey, bargain, sell, alien, enfeoff, release and confirm unto the said Trustee its successors and assigns, all of the following described real estate, land and property, situated, lying and being in the 7th or Cambridge Election District of Dorchester County, State of Maryland, being the same land and property which was conveyed by two deeds unto the said C. Albert Kuehnle, which deeds are, respectively, as follows: First Deed: C. Albert Kuehnle from Lee Morgan Robinson and Josephine G. Robinson, his wife, dated November 9, 1929, and recorded among the Land Records of Dorchester County, Maryland, in Liber J. F. D. No. 25, folio 91, in which the land and property therein described and conveyed, and which is herein conveyed, is described as follows: Situated, lying and being in the 7th or Cambridge Election District of Dorchester County, State of Maryland, being known and called by the name of "Belmont", containing 180.3 acres of land, more or less, and particularly described by metes and bounds, courses and distances as surveyed by Guy L. Bryan, Civil Engineer, on the 6th day of November, 1929, as follows: Beginning for the outlines of the land and property hereby conveyed, at a large concrete post set down near the county road, leading to Horns Point, and on the north eastward side of said road, the said concrete bounder being at the extreme northwest corner of the land owned by T. Coleman DuPont, and from the said beginning, the first course runs with true bearings with the division fence and line between the property hereby granted and conveyed, and the land and property of the said T. Coleman DuPont, (1) North 55 degrees 50 minutes East, 4086 feet to the end of the said division fence and line, at the high bank hear the Great Choptank River (2) thence with a fence and the said division line, running down said high bank North 41 degrees, 30 minutes East, 52 feet to a large post on the shore of the Great Choptank River (3) thence with a fence running across the beach still with the said DuPont Division line, North 50 degrees 45 minutes East, 41 feet to the end of said fence, at the waters edge of the Great Choptank River (4) thence running and binding with the waters edge of the Great Choptank River the four following courses: (5) North 44 degrees 45 minutes West, 543 feet; (6) North 39 degrees West, 560 feet; (7) North 36 degrees 30 minutes West, 104 feet; (8) North 42 degrees 30 minutes West, 750 feet to a large stone on the shore of said river, said stone being the first bounder of the lands of Gilbert B. Porter, Jr., which lands were conveyed to him by deed from the said Lee Morgan Robinson and Josephine G. Robinson, his wife, dated May 11, 1929, and now of record among the Land Records of said county and State, in Liber J. F. D. No. 23, folio 681, thence leaving said river and running with the lines of the said Gilbert B. Porter, Jr. lands, as set forth in the aforesaid deed to him, the four following courses: (9) South 50 degrees West, 1197 feet to a fence post at the south end of a fence on the east side of a thicket; (10) thence with said fence North 20 degrees 30 minutes West, 206 feet to a point in line with the fence on the north side of said thicket; (11) thence with the fence on the north

side of said thicket, south 76 degrees 50 minutes West, 1310 feet to the east side of the lane leading to the property of the said Gilbert B. Porter, Jr., thence with the east side of said lane (12) South 6 degrees 45 minutes West, 2722 feet to a post on the northeast side of the county road, the said 9th, 10th, 11th and 12th courses being the division line between the lands hereby conveyed and the said lands of the said Gilbert B. Porter, Jr., thence running and binding upon the northeast side of the said county road leading to Horns Point (13) south 61 degrees 35 minutes East, 547.5 feet to the place of beginning, containing 180.3 acres of land, more or less. Being part of the same land conveyed by deed to Lee Morgan Robinson from Frederick H. Fletcher, Trustee in No. 4387 Chancery in the Circuit Court for Dorchester County, Maryland, dated May 29, 1924, recorded in Land Record J. F. D. No. 14, folio 602. Second Deed: C. Albert Kuehnle from Gilbert B. Porter, Jr. bachelor, and The Eastern Shore Trust Company, a body corporate, mortgagee, dated April 11, 1930, recorded among the said Land Records, in Liber J. F. D. No. 25, folio 472, in which the land and property therein described and conveyed, and which is herein conveyed, is described as follows: All of the hereinafter described land and property, situated, lying and being in the 7th or Cambridge Election District of Dorchester County, Maryland, and on the southern side and binding on the southern side of the waters of the Great Choptank River, and more particularly described as follows, that is to say: Beginning for the outlines of the land and property hereby granted and conveyed, at a large stone on the southern shore of the Great Choptank River, and at the western end of the 8th line or course in a deed from Lee Morgan Robinson and wife to the said C. Albert Kuehnle, dated the 9th day of November, 1929, and now of record among the Land Records of said County, and State in Liber J. F. D. No. 25, folio 91, and thence from the said beginning running and binding with and upon the 9th line in the aforesaid deed to C. Albert Kuehnle from Lee Morgan Robinson and wife (1) south 50 degrees West, 1197 feet to the 10th line in the aforesaid deed, and from thence running and binding with and upon the 10th line in said deed (2) North 20 degrees 30 minutes West, 206 feet to the 11th line in the aforesaid deed, and from thence running and binding with the said 11th line (3) South 76 degrees 50 minutes West, 1310 feet to the end of the said 11th line, and to the northward side of a private road leading from the Horns Point County road to the dwelling house on the land of the said Gilbert B. Porter, Jr. and to a stone bounder, and from thence binding with and upon the northward side of the said private road (4) North 6 degrees 45 minutes East, 606 feet to a concrete post settled in the ground, and the end of the said lane or private road of the said Gilbert B. Porter, Jr., and thence (5) North 78 degrees 30 minutes East, 1025 feet to another concrete post, about two thirds of the northward part of the said last named line, running in the center of a ditch, from thence (6) North 41 degrees 35 minutes East, 881 feet to another concrete post, thence (7) North 53 degrees 30 minutes East, 125 feet to another concrete post passing by the said post on to the waters of the Great Choptank River, thence binding with and upon the waters of the said Great Choptank River, the three following courses; (8) south 46 degrees 45 minutes East, 240 feet; thence still with the said river (9) south 27 degrees 45 minutes East, 157 feet; thence still binding with and upon said river (10) south 34 degrees East, 447 feet to the place of beginning, containing 34.4 acres of land, more or less. Being part of the same land and property conveyed to the said Gilbert B. Porter, Jr., by deed from Lee Morgan Robinson and Josephine G. Robinson, dated May 11, 1929, recorded in Land Record J. F. D. No. 23, folio 681. Provided, however, that it shall be and it is hereby made part of these presents that with reference to the ditch in which the northward part of the 5th line of the

hereinbefore described, granted, and conveyed land and property is now located in the middle of, the said grantor, Gilbert B. Porter, Jr., his heirs and assigns, shall have the right of drainage therein of his land on the westward side of the said ditch, in common with the right of the grantee, C. Albert Kuehnle, his heirs and assigns, to drain therein, his lands of the eastward side of the said ditch. Both of the said lots and tracts together containing 214-7/10 acres of land.

Together with all the buildings and improvements on the said tracts of land, or either of them, and all the rights, roads, ways, rights of way, waters, riparian rights, privileges, advantages and appurtenances to the said lands and property belonging or in any wise appertaining. The said tracts of land being used so as to form one tract and estate, and being called "Shore Acres". In Trust, nevertheless, upon the following uses and for the following purposes, that is to say: 1. Until a sale thereof is made as hereinafter authorized, to keep said real estate rented, insured and in repair and to pay over the net income arising therefrom, at least quarterly, unto the said Abbie Marion Kuehnle for and during the term of her natural life, and upon her death to pay over the said net income unto the Settlor, C. Albert Kuehnle, should he survive her, for and during the term of his natural life, and upon the death of the survivor of the said Abbie Marion Kuehnle and C. Albert Kueknle, to pay over said net income, on each date set by the Trustee for the distribution thereof, in equal shares unto the children of the said C. Albert Kuehnle and Abbie Marion Kuehnle then living and unto the issue then living of any child then deceased, such issue to take per stirpes. 2. To hold the proceeds of any sale of said property, or any part thereof, made during the lives of the Settlors, or during the life of the survivor of them, that may be made in accordance with the powers and authorities hereinafter conferred upon the Trustee, In Trust, to keep the same invested in such stocks, bonds or other securities as to it shall seem safe and proper, without being bound by any legal restrictions upon the authority of any trustee to make investments, and to pay over the net income arising therefrom unto the said Abbie Marion Kuehnle for and during the term of her natural life, and upon her death to pay said net income unto the said C. Albert Kuehnle, should he survive her, for and during the term of his natural life, and upon the death of the survivor of them to pay over said net income, on each date set by the Trustee for the distribution thereof, in equal shares unto the children of the said C. Albert Kuehnle and Abbie Marion Kuehnle then living and unto the issue then living of any child then deceased, such issue to take per stirpes. 3. So long as the said Abbie Marion Kuehnle so desires, the Trustee shall be obligated to lease said property to her for such terms and such renewals thereof and for such rental as shall be satisfactory to the said Abbie Marion Kuehnle, provided, however, that such rental shall be at least sufficient to pay the carrying charges on said property, including taxes, premiums on any insurance the Trustee may deem wise to carry, reasonable allowance for repairs, and interest on encumbrances, if any; and after the death of the said Abbie Marion Kuehnle the Trustee shall be obligated to lease said property to the said C. Albert Kuehnle, should he survive her, if he so desires, for such term and such renewals thereof and for such rental as shall be satisfactory to him, provided, however, that such rental shall be at least sufficient to pay the carrying charges on said property, including taxes, premiums on any insurance the Trustee may deem wise to carry, reasonable allowance for repairs, and interest on encumbrances, if any. 4. The Trustee is hereby given full power and authority to sell the premises, or any part thereof, at either public or private sale, at such times, for such prices, and upon such terms and conditions as to it shall seem wise, and to make,

execute and deliver to the purchaser or purchasers thereof good and sufficient deed and assurances in law therefor, without liability on the part of such purchaser or purchasers to see to the application of the purchase moneys; provided, however, that during the lifetime of Abbie Marion Kuehnle no sale shall be made without her consent. The trustee is also hereby given full power and authority to mortgage the premises hereby conveyed at such times, in such amounts, and upon such terms and conditions as to it shall seem wise and for any purpose by it deemed wise, for the proper execution and administration of this trust and the preservation of the property, including the payment of taxes, the erection of any new building or buildings, and the repair, replacement or improvement of any building now or hereafter erected on the premises, and for these purposes to make, execute and deliver any and all necessary instruments in writing. 5. It is one of the terms and conditions of this trust that no interest of any beneficiary, either in the corpus of the trust as it may at any time be constituted or in the income thereof, shall be subject to his or her debts, contracts or engagements, or liable to assignment or anticipation, or subject to attachment, sequestration or other writ of execution whatsoever.

6. The Settlors reserve the right to hereafter and from time to time deposit, assign or convey other property, real or personal, to the Trustee upon the trusts herein set forth. 7. Upon the death of the survivor of the said Abbie Marion Kuehnle and C. Albert Kuehnle, as soon thereafter as conditions as to the market prices of the property may seem best, the Trustee shall sell, at either public or private sale, all, or the unsold balance if any has been sold under the powers hereinbefore such time, of the herein conveyed property, or any property that may be added thereto, and convert the entire trust estate into money, and then divide the money equally among the children of the said Abbie Marion Kuehnle and C. Albert Kuehnle living at the death of the survivor and the issue then living of any child of them, then deceased, such issue taking the share the parent would have taken if living; provided, however, that the share of any distributee who has not reached his or her majority shall be retained by the Trustee, in Trust, to keep the same invested as hereinbefore provided for in case of a sale during the lives of the Settlors or during the life of the survivor of them, and to use and apply the net income arising therefrom, or so much thereof as may be necessary, for the maintenance, education and support of such minor until majority is attained, when his or her share of the principal of the said fund, together with any accretions thereto or accumulations of income therefrom, if any, shall be transferred and paid over direct, freed and discharged from all trusts, to such distributee; or if at the death of the survivor of said Settlors all of their said children living at the time of the death of the said survivor, or any issue of any deceased child of the Settlors, shall all be adults, and should they unanimously request the Trustee so to do, the Trustee shall transfer and deliver unto the said children, or issue of any deceased child, in equal shares, such issue taking the share the parent would have taken if living, per stirpes, the entire trust property, in the form it then is, and whether sold and divided, or whether transferred and delivered in kind, whichever shall occur, then this trust shall end. 8. It is expressly covenanted and agreed that this trust shall not be revocable for any reason whatsoever.

In Witness Whereof, the said Settlors have hereunto set their hands and seals the day and year aforesaid.

Sealed and Delivered in the presence of

Elizabeth Craig

C. Albert Kuehnle (Seal)

Abbie Marion Kuehnle (Seal)

State of Pennsylvania, County of Philadelphia, SS:

On the 25th day of February, 1932, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania residing in the City of Philadelphia, personally appeared the above named C. Albert Kuehnle and Abbie Marion Kuehnle, his wife, and in due form of law acknowledged the aforegoing Indenture to be their act and deed and desired the same might be recorded as such.

Witness my hand and Notarial Seal the day and year aforesaid.

I hereby certify that I am not a stockholder, director or officer in the Corporation above named for which I hereby act only as Notary Public.

(Place of Seal) Elizabeth Craig,

My Commission expires Mar. 7,1933. Notary Public.

Accepted and Agreed to.

Provident Trust Company of Philadelphia,

By A. G. Scattergood, (Place of Seal)

Vice President.

R. E. MacDougall.

State of Maryland, Dorchester County, to wit:

I, Roy S. Melvin, Clerk of the Circuit Court for Dorchester County, do hereby certify that the aforegoing is a true copy of the original Deed of Trust recorded on the 15th day of March, A. D., 1932, in Liber J. F. D. No. 28, Folio 400 &c., being one of the Land Record Books for Dorchester County, now on file in this office.

In Testimony Whereof I hereunto set my hand and affix the seal of the Circuit Court for Dorchester County this 28th day of March, A. D., 1939.

(Place of Seal) Roy S. Melvin

Clerk Circuit Court for Dorchester County.

Petitioner's Exhibit 2. (Filed, April 21, 1939)

In the Matter of the Deed of Trust from C. Albert Kuehnle and Abbie Marion Kuehnle, his wife, to the Provident Trust Company of Philadelphia for the benefit of the said Abbie Marion Kuehnle and C. Albert Kuehnle and others

In Equity, In the Circuit Court for Dorchester County, Maryland

To the Honorable, The Judges of the Circuit Court for Dorchester County, Maryland, Sitting as a Court of Equity.

The Final Account of Provident Trust Company of Philadelphia, The Trustee in the above entitled matter, respectfully represents:

Principal Account

Dr.

The Accountants charge themselves as follows,

1933			
Oct. 18	Real Estate - "Shore Acres" Dorchester County, Maryland		
	Insurance settlement re fire loss		$25.85
1937			
Jan. 19	Real Estate - "Shore A cres" Dorchester County, Maryland		
	Insurance settlement re fire loss		2,500.00

1938				
Sep. 1	Proceeds of sale of Part Real Estate			
	"Shore Acres" Dorchester County, Maryland		$20,000.00	$22,525.85
		Total		$22,525.85

Principal Account
Cr.
The Accountants claim credit as follows,

(Investments made are entered in the inside column for information)

1932			
Mar. 16	Recording Deed of Trust in Dorchester Co., Maryland		$ 7.00
1933			
Nov. 23	Real Estate- "Shore Acres" Dorchester Co.,Maryland		
	Repairing fire damage		25.84
1937			
Jul. 23	$1,000 Penna. R. F. Co. Gen. Ser. E		
	4 1/4% Due 1984	1,082.71	
	Expenses re repairs to fire damage at real estate -"Shore		
	Acres" Dorchester County, Maryland		
Sep. 16	Wages of Workmen 9-6 to 9-11		58.04
29	Wages of Workmen 9-13 to 9-18		71.32
	Plumbing		25.42
Oct. 1	3 640 lbs. Loose Wool		123.07
2	Wages of Workmen 9-24 to 9-27		20.70
5	Roofing Material		83.81
8	Wages of Workmen 9-30 to 10-5		45.22
13	Shipping 104 Bags of Insulating Wool		16.74
15	Wages of Workmen 10-6 to 10-12		84.60
19	Lumber		512.42
		Forward	1,074.18
1937			
	Expenses re pairs to fire damage at Real Estate - "Shore Acres" Dorchester County, Maryland		
Oct. 21	Electrical Work		68.25
	Glazing		13.83
	Hardware & Merchandise		12.65
23	Wages of Workmen 10-13 to 10-19		84.60
26	Electrical Repairs		26.71
29	Wages of Workmen 10-20 to 10-26		90.00
Nov.5	Wages of Workmen 10-27 to 11-2		89.10
10	Roll of 14" 16 ounce Roll Copper		26.58
17	Wages of Workmen 11-13 to 11-9		106.20
18	Wages of Workmen 11-10 to 11-16		140.40
24	Lacquer and Thinner		17.35
	Nails Locks etc.		29.57
	Lumber Millwork and Supplies		221.34
27	Wages of Workmen 11-17 to 11-23		155.25
	Difference upon conversion of		

Dec. 2	$1,000 Penna. R. R. Co. Gen. Ser. E 4 1/4% Due 1984			
		Carried at	1,082.71	
		Sold for	964.31	118.40
3	Real Estate - "Shore Acres" Dorchester County, Maryland			
	Wages of Workmen 11-24 to 11-30 Re Pairs to Fire Damage			116.10
9	Lumber		99.66	
	Hauling Lumber		15.00	114.66
1938 Sep. 1	Installing Heating Plant in Log Cabin			913.00
	Expenses Re Sale of Part Real Estate "Shore Acres" Dorchester County, Maryland			
	Photostat of Deed			1.35
3	Appraisal Fee		10.00	
6	Expenses of Representative to Attend Settlement		15.00	
		Forward	3,444.52	
	Expenses Re Sale of Part Real Estate "Shore Acres" Dorchester County, Maryland			
1938 Sep. 7	V. Calvin Trice, Esq. Legal Services		50.00	
15	Real Estate - "Shore Acres" Dorchester County, Maryland Lumber and Supplies		468.95	
21	Provident Trust Company of Philadelphia Commission Re Sale of Part Real Estate- "Shore Acres" Dorchester County, Maryland		1,000.00	
Dec. 15	C. Albert Kuehnle			
	Reimbursement for Carpentry Electrical Work Plumbing, Etc. At Real Estate - "Shore Acres" Dorchester County, Maryland		2,125.73	7,089.20
1939 Apr. 13	Affidavit to Account		.50	
	Frederick C. Newbourg, Jr. Esq. Legal Services		150.00	
	V. Calvin Trice, Esq. Legal Services		250.00	
	Trustees Compensation		500.00	900.50
				7,989.70
	Balance of Principal			14,536.15
		Total		22,525.85

The Above Balance is composed of Cash 14,536.15

Income Account

Dr.

The Accounts charge themselves as follows,

1932 May 3	Rent - Shore Acres Dorchester County, Maryland	
	May	100.00
Jun 2	June	100.00
Jul 2	July	100.00
Aug 2	August	100.00
31	September	100.00

Oct 1	October	100.00
Nov 2	November	100.00
Dec 1	December	100.00
12	Interest on Balances	1.66
1933 Jan 4	Rent - Shore Acres Dorchester County Maryland	
	January	100.00
30	February	100.00
Mar 1	March	100.00
Apr 1	April	100.00
May 9	May	100.00
Jun 2	June	100.00
15	Interest on Balances	1.80
	Forward	1,403.46
1933 Jul 1	Rent - Shore Acres - Dorchester County, Maryland	
	July	100.00
Aug 2	August	100.00
Sep 1	September	100.00
Oct 5	October	100.00
Nov 2	November	100.00
Dec 2	December	100.00
19	Interest on Balances	3.79
1934	Rent - Shore Acres - Dorchester County, Maryland	
Jan 3	January	100.00
Feb 2	February	100.00
Mar 6	March	100.00
Apr 3	April	100.00
May 8	May	100.00
Jun 4	June	100.00
Jul 2	July	100.00
Aug 2	August	100.00
Sep 6	September	100.00
Oct 3	October	100.00
Nov 3	November	100.00
Dec 3	December	100.00
21	Interest on Balances	3.86
1935	Rent - Shore Acres - Dorchester County, Maryland	
Jan 3	January	100.00
Feb 2	February	100.00
Mar 6	March	100.00
Apr 4	April	100.00
May 3	May	100.00
Jun 4	June	100.00
Jul 3	July	100.00

		Forward	3,911.11
1935			
	Rent - Shore Acres - Dorchester County, Maryland		
Aug 2	August		100.00
Sep 6	September		100.00
Oct 9	October		100.00
Nov 8	November		65.00
Dec 5	December		65.00
1936			
	Rent - Shore Acres - Dorchester County, Maryland		
Jan 3	January		65.00
Feb 4	February		65.00
Mar 3	March		65.00
Apr 9	April		65.00
May 5	May		65.00
Jun 4	June		65.00
Jul 3	July		65.00
Aug 4	August		65.00
Sep 8	September		65.00
Oct 7	October		65.00
Dec 2	November & December		130.00
1937			
Jan 5	January		65.00
30	Return Premium Windstorm Insurance - Shore Acres, Dorchester County, Maryland		.70
	Rent - Dorchester County, Maryland Shore Acres		
Feb 6	February		65.00
Mar 3	March		65.00
Apr 5	April		65.00
May 4	May		65.00
Jun 2	June		65.00
Jul 6	July		65.00
30	August		65.00
Sep 8	September		65.00
Oct 6	October		65.00
Nov 9	November		65.00
		Forward	5,836.81
1937			
Dec 2	Int. $1,000 Penna. R. R. Co. 4 1/4% 7-1 to 12-3		17.94
	Rent -Shore Acres - Dorchester County, Maryland		
3	December		65.00
1938			
Jan 6	January		65.00
31	Return Premium Fire Insurance Shore Acres Dorchester County, Maryland		9.80
	Return Premium Windstorm Insurance Shore		

	Acres Dorchester County, Maryland	4.20	
Aug 10	Received from C. Albert Kuehnle	145.00	
Sep 1	Adjustment 1938 Taxes Re Sale Part Real Estate - Shore Acres Dorchester County, Maryland 7-1 to 12-31	44.56	
Nov 10	Return Premium Fire & Windstorm Insurances - Shore Acres Dorchester County, Maryland	13.70	6,202.01
	Total		6,202.01

Income Account
Cr.

1932			
	Expenses Re Shore Acres Dorchester County, Maryland		
May 26	Public Liability Insurance to 9-21-34	4.03	
Sep 27	1932 State & County Taxes	585.00	
Oct 25	Tax on Checks	.02	
1933			
	Expenses Re Shore Acres Dorchester County, Maryland		
Sep 26	1933 Taxes	425.50	
Oct 23	Tax on Checks	.06	
Dec 5	Fire Insurance to 11-26-34- Shore Acres Dorchester County, Maryland	354.68	
1934			
Sep 25	1934 State & County Taxes - Shore Acres Dorchester County, Maryland	399.31	
Oct 23	Tax on Checks	.06	
1935			
	Expenses Re Shore Acres Dorchester County, Maryland		
Jan 21	Fire Insurance to 11-26-35 Covering Buildings on farm Property	317.11	
	Tornado Insurance to 11-26-35	58.98	
Mar 29	Public Liability Insurance to 9-21-37	4.60	
Apr 25	20 Tons Potolime	150.00	
	On Account of Installation of Pumping Unit	50.00	
Sep 18	1935 County Tax	327.30	
	1935 State Tax	72.01	
	Forward	2,748.66	
1935			
	Expenses Re Shore Acres Dorchester County, Maryland		
Nov 26	Fire Insurance to 11-26-36	317.10	
	Tornado Insurance to 11-26-36	58.98	
1936			
Sep 21	1936 State Tax	60.50	
	1936 County Tax	335.50	
Nov 30	Fire Insurance to 11-26-37	210.85	
	Windstorm Insurance to 11-26-37	33.73	
Dec 30	Notarys Fee on Five Proofs of Loss in Re Fire Loss of 12-12-36	2.50	
1937			
Jan 14	Plumbing	123.74	
Mar 3	Additional Fire Insurance to 11-26-37	8.00	

10	Additional Windstorm Insurance to 11-26-37	3.38	
May 28	Liability Insurance to 1-1-40	2.83	
Jul 23	Accrued Int. $1,000 Penna. R. R. Co. 4 1/4% 7-1 to 7-22	2.48	
	Expenses Re Shore Acres Dorchester County, Maryland		
Aug 16	1937 County Tax	308. 00	
	1937 State Tax	61.19	
Sep 25	Photostat Copy Social Security Form S S 4 Re Sundry Employees	.15	
	Expenses Re Shore Acres Dorchester County, Maryland		
Nov 23	Additional Fire Insurance to 11-26-37	1.35	
1938 Jan 17	Fire Insurance to 11-26-38	217.40	
	Windstorm Insurance to 11-26-38	38.08	
18	Fire Insurance to 11-26-38 (Log Cabin)	14.76	
	Windstorm Insurance to 11-26-38 (Log Cabin)	.56	
	Forward	4,549.74	
1938 May 10	Interest on Overdrafts	.94	
Jul 23	Telephone Call to Cambridge, Maryland	.85	
Aug 31	Taxes Re Shores Acres Dorchester County, Maryland		
	1938 State Tax	63.28	
	1938 County Tax	275.00	
Sep 15	1 Photostat Copy of Plan of Property of Dorchester County, Maryland & 66.23 acres near Cambridge, Maryland	.95	
16	Affidavit to Deed 66 acres in Cambridge, Maryland	.50	
Dec 16	1 Photostat Copy of Survey of land in Deed Jordan to Teas Dated 5-25-18 Recorded in Anne Arundel County Liber G. W. 138, Folio 37 State of Maryland	.50	
1939 Jan 7	Telephone Call to Cambridge, Maryland	1.65	4,893.41
Apr 13	Trustees Commission at 5% on $6,202.01		298.65
			5,192.06
	Balance of Income		1,009.95
	Total		6,202.01
	The Above Banance is composed of Cash	88.36	
	Vouchers Per Distribution Account	921.59	
		1,009.95	

Distribution

To Abbie Marion Kuehnle

Cash Paid

8-16-33	581.87	
10-23-33	109.98	
10-23-34	229.74	921.59
Total		921.59

Summary of the Final Account of Provident
Trust Company of Philadelphia, Trustee

Principal Account

Total Debits	22,525.85	
Total Credits	7,989.70	14,536.15
Balance on Hand		14,536.15

Income Account

Total Debits	6,202.01	
Total Credits	5,192.06	1,009.95
Balance on Hand	88.36	
Vouchers Per Distribution Account	921.59	1,009.95

Provident Trust Company of Philadelphia

By Robt. D. Geiger
Asst. Trust Officer

Trustee Under Deed of C.
Albert Kuehnle and Abbie
Marion Kuehnle

Commonwealth of Pennsylvania, County of Philadelphia, SS.

On this 13th day of April, A. D. 1939, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in the City of Philadelphia, personally appeared Robt. D. Geiger, Asst. Trust Officer of Provident Trust Company of Philadelphia, the above-named Accountants, who being duly affirmed according to law did depose and say that the foregoing account as the same stands stated is just and true to the best of his knowledge and belief.

Affirmed and Subscribed Before Me

Witness my Hand and Notarial Seal

Isaac S. H. Jones (Place of Seal) Robt. D. Geiger

Notary Public

I hereby certify that

I am not a director, officer or stockholder of said trust company and that my commission expires March 2, 1941

Account Prepared By W. E. Abel

Account Audited By D. S. Drain

Petitioner's Exhibit 3. (Filed, April 21, 1939)

In the Matter of the Ex Parte Petition of the Provident Trust Company of Philadelphia, a body corporate under the laws of the State of Pennsylvania, concerning the Deed of Trust from C. Albert Kuehnle and Abbie Marian Kuehnle, his wife.

In Equity, in the Circuit Court for Dorchester County, Maryland.

To the Honorable, The Judges of the Circuit Court for Dorchester County, Maryland,

Sitting as a Court of Equity:

The Aforegoing Petition and Account having been read and considered by the undersigned, C. Albert Kuehnle and Abbie Marian Kuehnle, his wife, the two beneficiaries first named in the Deed of Trust, mentioned and described in the said Petition, do hereby approve, ratify and confirm the said Account, and likewise approve the said Petition, and hereby agree and consent that the Court shall pass any order or decree in the matter as to the Court may seem right and proper.

Dated April 1, 1939.

C. Albert Kueknle
Abbie Marian Kuehnle

Order of Court Directing Trustee to give notice by Order of Publication of substance and object of its petition to be discharged as trustee. (Filed, June 27, 1939)

In the Matter of the Ex-Parte Petition of the Provident Trust Company of Philadelphia, a body corporate under the laws of the State of Pennsylvania, concerning the Deed of Trust from C. Albert Kuehnle and Abbie Marian Kuehnle, his wife.

In Equity, In the Circuit Court for Dorchester County, Maryland. No 6316 Chancery.

Upon the ex-parte petition, exhibits and affidavit filed in this cause by Provident Trust Company of Philadelphia, a body corporate under the laws of the State of Pennsylvania, Trustee under deed of trust from C. Albert Kuehnle and Abbie Marian Kuehnle, his wife, the same having been read and considered, it is thereupon, this 27th day of June, 1939, by the Circuit Court for Dorchester County, Maryland, sitting as a Court of Equity, Ordered, that the said Trustee, in the above entitled cause, give notice by order of publication, stating the substance and object of its said petition, the same to be inserted and published in some newspaper published in the City of Cambridge, Dorchester County, State of Maryland, once in each of four successive weeks before the 1st day of August, 1939, warning all persons having any interest in the matter to show cause, if any they have, on or before the 1st day of October, 1939, why the application of the said Trustee should not be granted.

T. Sangston Insley, Judge.

Order of Publication (Filed, June 27, 1939)

In the Matter of the Ex-Parte Petition of the Provident Trust Company of Philadelphia, a body corporate under the laws of the State of Pennsylvania, concerning the Deed of Trust from C. Albert Kuehnle and Abbie Marian Kuehnle, his wife.

In Equity, in the Circuit Court for Dorchester County, Maryland. No. 6316 Chancery.

The object of this proceeding is to procure a decree releasing and discharging the Provident Trust Company of Philadelphia, a body corporate under the laws of the State of Pennsylvania, Trustee under a deed of trust to it from C. Albert Kuehnle and Abbie Marian Kuehnle, his wife, from the further execution of the trust created by the said deed.

The petition filed in this proceeding states:

1. That the petitioner is a body corporate under the laws of the State of Pennsylvania; that it is engaged in the banking, and other business allied to banking, in the City of Philadelphia, State of Pennsylvania, and that its office and place of business is at 17th and Chestnut Streets, in the City of Philadelphia, State of Pennsylvania; that it is qualified to act as trustee in the State of Maryland.

2. That on the 25th day of February, 1932, C. Albert Kuehnle and Abbie Marian Kuehnle, his wife, then residing at Lower Merion Township, Montgomery County, State of Pennsylvania, in or near the corporate limits of the City of Philadelphia, executed an indenture or declaration of trust, in the nature of a deed of trust, which, after being executed on the one part by the said settlors and on the other part by the said trustee, was duly recorded among the Land Records of Dorchester County, Maryland, in Liber J. F. D. No. 28, folio 400; a certified copy of the said deed of trust being filed with the said petition, marked "Petitioner's Exhibit 1".

3. That the said declaration of trust conveyed from the settlors to the trustee a lot of valuable real estate, situated in the Seventh, or Cambridge, Election District, of Dorchester County, State of Maryland, which had been conveyed to the said C. Albert Kuehnle by two deeds, both referred to in the said declaration of trust, where also a full description by metes,

bounds, courses and distances of the said real estate is set forth, it being said to contain 214.7 acres of land, improved by valuable buildings, the said tract of land being called "Shore Acres".

4. The said declaration of trust sets out the objects and purposes thereof, among those things being power given to the trustee to keep, control and manage the said real estate, with power to sell all or part thereof, at any time, with the consent of the settlors in writing; to rent and otherwise control and manage the said real estate, so as to produce an income therefrom; and quarterly, to pay the income therefrom unto the said Abbie Marian Kuehnle, during her lifetime, and upon her death to pay unto C. Albert Kuehnle, should he survive her, during his lifetime, and upon the death of the survivor of the said two persons to pay over said income, in equal shares, unto the children of the said settlors then living, and to the issue then living of any deceased child per stirpes; to hold the proceeds of any sale of said property, or of part thereof, made during the lives of the settlors or during the life of the survivor of them, and to invest the same as therein set forth; to rent the said property to the said settlors, or the survivor of them; to sell all or part thereof at either public or private sale; and, upon the death of the settlors, the said trust to be concluded and ended by the conveyance of the property, or the payment of the money therefrom if it has been sold, to those entitled thereto, as therein set forth.

5. That the said trustee accepted the said trust and proceeded to administer and execute the same, and is still executing it; that it has, as provided in the said instrument, sold a part of the said real estate to the Elalfrel Company, for twenty thousand dollars ($20,000.00), and conveyed the part so sold to the said purchaser, which part contains 66.23 acres, leaving 148.47 acres of the said real estate still in the hands of the said trustee.

6. That the said trustee desires and wishes to resign its said trust and have the benefit of the provisions for said resignation provided in Section 260, of Article 16, of the Code of Public General Laws of Maryland, title "Chancery", sub-title "Resignation of Trustee", and for that purpose filed its petition in this case and in the said Court.

7. That the said trustee filed with its petition a full and particular account, under oath, of all its receipts and disbursements as trustee under the said declaration of trust, which account is marked "Petitioner's Exhibit 2".

8. That the said trustee filed with its said petition a consent, approval and agreement, signed by the said C. Albert Kuehnle and Abbie Marian Kuehnle, his wife, and marked "Petitioner's Exhibit 3".

9. That the said trustee in its said petition prays the said Court to assume jurisdiction over the trust created in the said declaration of trust, and that the trust be thereafter administered under the supervision of the said Court.

It is thereupon, this 27th day of June, 1939, Ordered, by the Circuit Court for Dorchester County, Maryland, sitting as a Court of Equity, that the aforesaid petitioner, by causing a copy of this order to be inserted in some newspaper published in Dorchester County, Maryland, once in each of four successive weeks before the 1st day of August, 1939, give notice to all persons interested in the said matter of the object and substance of the said petition, warning them to appear in this Court, in person or by solicitor, on or before the 1st day of October, 1939, to show cause, if any they have, why a decree ought not to be passed as prayed.

Roy S. Melvin, Clerk.

Printer's Certificate of Publication of Order Nisi (Filed, October 4, 1939)

V. Calvin Trice, Solicitor

Order of Publication

In the Matter of the Ex-Parte Petition of the Provident Trust Company of Philadelphia, a body corporate under the laws of the State of Pennsylvania, concerning the Deed of Trust from C. Albert Kuehnle and Abbie Marian Kuehnle, his wife.

In Equity, in the Circuit Court for Dorchester County, Maryland.

No. 6316 Chancery.

The object of this proceeding is to procure a decree, releasing and discharging the Provident Trust Company of Philadelphia, a body corporate under the laws of the State of Pennsylvania, Trustee under a deed of trust to it from C. Albert Kuehnle and Abbie Marian Kuehnle, his wife, from the further execution of the trust created by the said deed.

1. That the petitioner is a body corporate under the laws of the State of Pennsylvania; that it is engaged in the banking, and other business allied to banking, in the City of Philadelphia, State of Pennsylvania, and that its office and place of business is at 17th and Chestnut Streets, in the City of Philadelphia, State of Pennsylvania; that it is qualified to act as trustee in the State of Maryland.

2. That on the 25th day of February, 1932, C. Albert Kuehnle and Abbie Marian Kuehnle, his wife, then residing at Lower Merion Township, Montgomery County, State of Pennsylvania, in or near the corporate limits of the City of Philadelphia, executed an indenture or declaration of trust, in the nature of a deed of trust, which, after being executed on the one part by the said settlers and on the other part by the said trustee, was duly recorded among the Land Records of Dorchester County, Maryland, in Liber J. F. D. No. 28, folio 400; a certified copy of the said deed of trust being filed with the said petition, marked "Petitioner's Exhibit 1".

3. That the said declaration of trust conveyed from the settlors to the trustee a lot of valuable real estate, situated in the Seventh, or Cambridge, Election District, of Dorchester County, State of Maryland, which had been conveyed to the said C. Albert Kuehnle by two deeds, both referred to in the said declaration of trust, where also a full description by metes, bounds, courses and distances of the said real estate is set forth, it being said to contain 214.7 acres of land, improved by valuable buldings, the said tract of land being called "Shore Acres".

4. The said declaration of trust sets out the objects and purposes thereof, among those things being power given to the trustee to keep, control and manage the said real estate, with power to sell all or part thereof, at any time, with the consent of the settlors in writing; to rent and otherwise control and manage the said real estate, so as to produce an income therefrom; and quarterly, to pay the income therefrom unto the said Abbie Marian Kuehnle, during her lifetime, and upon her death to pay unto C. Albert Kuehnle, should he survive her, during his lifetime, and upon the death of the survivor of the said two persons to pay over said income, in equal shares, unto the children of the said settlors then living, and to the issue then living of any deceased child per stirpes; to hold the proceeds of any sale of said property, or of part thereof, made during the lives of the settlors or during the life of the survivor of them, and to invest the same as therein set forth; to rent the said property to the said settlors, or the survivor of them; to sell all or part thereof at either public or private sale; and upon the death of the settlors, the said trust to be concluded and ended by the conveyance of the property, or the payment of the money therefrom if it has been sold, to those entitled thereto, as therein set forth.

5. That the said trustee accepted the said trust and proceeded to administer and execute the same, and is still executing it; that it has, as provided in the said instrument, sold a part of the said real estate to the Elalfrel Company, for twenty thousand dollars ($20,000.00), and conveyed the part so sold to the said purchaser, which part contains 66.23 acres, leaving 148.47 acres of the said real estate still in the hands of the said trustee.

6. That the said trustee desires and wishes to resign its said trust and have the benefit of the provisions for said resignation provided in Section 260, of Article 16, of the Code of Public General Laws of Maryland, title "Chancery", sub-title "Resignation of Trustee", and for that purpose filed its petition in this case and in the said Court.

7. That the said trustee filed with its petition a full and particular account, under oath, of all its receipts and disbursements as trustee under the said declaration of trust, which account is marked "Petitioner's Exhibit 2".

8. That the said trustee filed with its said petition a consent, approval and agreement, signed by the said C. Albert Kuehnle and Abbie Marian Kuehnle, his wife, and marked "Petitioner's Exhibit 3".

9. That the said trustee in its said petition prays the said Court to assume jurisdiction over the trust created in the said declaration of trust, and that the trust be thereafter administer__ under the supervision of the said Court.

It is thereupon, this 27th day of June, 1939, Ordered, by the Circuit Court for Dorchester County, Maryland, sitting as a Court of Equity, that the aforesaid petitioner, by causing a copy of this order to be inserted in some newspaper published in Dorchester County, Maryland, once in each of four successive weeks before the 1st day of August, 1939, give notice to all persons interested in the said matted of the object and substance of the said petition, warning them to appear in this Court, in person or by solicitor, on or before the 1st day of October, 1939, to show cause, if any they have, why a decree ought not to be passed as prayed.

True Copy: Roy S. Melvin,

Test: Roy S. Melvin, Clerk. Clerk.

Democrat and News

Cambridge, Md., Oct. 4, 1939.

This is to certify that the annexed advertisement of the Order of Publication was published in the Democrat and News, a newspaper printed in Cambridge, Md., once in each of four successive weeks before the 1st day of August, 1939.

Advertisement published June 29th, July 6th, July 13th, and July 20th, 1939.

Earl W. Orem, Editor.

Nomination for successor Trustee by Cestui Que Trustee. (Filed, October 21, 1939.)

In the Matter of the Ex-Parte Petition of the Provident Trust Company of Philadelphia, a body corporate under the laws of the State of Pennsylvania, concerning the Deed of Trust to it from C. Albert Kuehnle and Abbie Marian Kuehnle, his wife.

In Equity, in the Circuit Court for Dorchester County, Maryland.

No. 6316 Chancery.

To the Honorable, The Judges of the Circuit Court for Dorchester County, Maryland, Sitting as a Court of Equity:

We, the undersigned beneficiaries under the declaration of trust, a copy of which is filed in the proceedings in this case, do hereby respectfully nominate C. Albert Kuehnle, one of

the said beneficiaries and who now resides in Anne Arundel County, State of Maryland, to be appointed by this Honorable Court, Trustee under the said declaration of trust, in the place and stead of Provident Trust Company of Philadelphia, a body corporate, the Trustee named in the declaration of trust and which has filed the petition in these proceedings to be discharged from the trust.

Dated this 14th day of October, 1939.

Respectfully submitted,

Abbie Marian Kuehnle

C. Albert Kuehnle

Decree releasing and discharging Trustee and appointing new Trustee. (Filed,October 21,1939)

In the Matter of the Ex-Parte Petition of the Provident Trust Company of Philadelphia, a body corporate under the laws of the State of Pennsylvania, concerning the Deed of Trust to it from C. Albert Kuehnle and Abbie Marian Kuehnle, his wife.

In Equity, in the Circuit Court for Dorchester County, Maryland.

No. 6316 Chancery.

Upon the petition heretofore filed in these proceedings by the Provident Trust Company of Philadelphia, a body corporate, Trustee under a trust indenture dated February 25, 1932, from C. Albert Kuehnle and Abbie Marian Kuehnle, his wife, recorded among the Land Records of Dorchester County, Maryland, in Liber J. F. D. No. 28, folio 400, to the said Provident Trust Company of Philadelphia, its successors and assigns, the order nisi passed on the said petition having been duly published as required by the order of this Court dated June 27, 1939, as appears by the certificate of the publication of the said order nisi, by the publisher of the newspaper in which the same was published, filed in these proceedings, and there being no cause to the contrary shown, although the time for showing such cause expired on the first day of October, 1939, it is thereupon, this 21st day of October, 1939, by the Circuit Court for Dorchester County, Maryland, sitting as a Court of Equity, Adjudged, Ordered and Decreed, that the said Trustee and petitioner in these proceedings, to wit: The Provident Trust Company of Philadelphia, a body corporate, be, and it is hereby, released and discharged from the further execution of the said trust, and that C. Albert Kuehnle, one of the settlors and one of the cestui que trustent named in the said declaration of trust, be, and he is hereby, appointed Trustee, in the place and and stead of the said Trustee so released and discharged;

And it is further ordered, that the said Provident Trust Company of Philadelphia pay over to the said C. Albert Kuehnle, successor Trustee, all the money and funds in the hands of the said discharged Trustee, and transfer and deliver, to him, his successors and assigns, by a good and sufficient deed, the real estate still in the hands of the said released and discharged Trustee, in trust, for the uses and purposes set forth in the said declaration of trust, and that, upon the said delivery of the funds and execution and delivery of the said deed, as aforesaid, the said successor Trustee shall give a full and complete discharge and acquittance of the said released Trustee; And it is further ordered, that the cost of these proceedings be paid out of the said funds in the hands of the said new Trustee.

T. Sangston Insley, Judge.

Acceptance of appointment as Successor Trustee. (Filed, November 8, 1939)

In the Matter of the Ex-Parte Petition of Provident Trust Company of Philadelphia, a body corporate under the laws of the State of Pennsylvania, concerning the Deed of Trust from C. Albert Kuehnle and Abbie Marian Kuehnle, his wife.

In Equity, in the Circuit Court for Dorchester County, Maryland.

No. 6316 Chancery.

To the Honorable, The Judges of the Circuit Court for Dorchester County, Maryland, Sitting as a Court of Equity:

I, the undersigned, C. Albert Kuehnle, appointed successor Trustee in the Decree of this Honorable Court, passed in the above entitled case and dated October 21, 1939, and filed in the proceedings in this case, hereby accept the said appointment as Trustee as provided in the said Decree, upon all the terms and conditions of the trust.

In testimony whereof, I have hereunto set my hand, this second day of November, 1939.

Test: Elizabeth M. Eilber

C. Albert Kuehnle

C. Albert Kuehnle,
Successor Trustee.

Release and Discharge by Successor Trustee of Provident Trust Company of Philadelphia, a body corporate and first Trustee. (Filed, November 8, 1939)

In the Matter of the Ex-Parte Petition of Provident Trust Company of Philadelphia, a body corporate under the laws of the State of Pennsylvania, concerning the Deed of Trust from C. Albert Kuehnle and Abbie Marian Kuehnle, his wife.

In Equity, in the Circuit Court for Dorchester County, Maryland.

No. 6316 Chancery.

Release and Discharge by C. Albert Kuehnle, Successor Trustee, to Provident Trust Company of Philadelphia, a body corporate, Original and First Trustee.

Whereas, upon the ex-parte petition of Provident Trust Company of Philadelphia, a body corporate, Trustee in the above entitled case, to the Circuit Court for Dorchester County, Maryland, sitting as a Court of Equity, in No. 6316 Chancery, in a case in said Court depending, titled as follows: "In the Matter of the Ex-Parte Petition of Provident Trust Company of Philadelphia, a body corporate under the laws of the State of Pennsylvania, concerning the Deed of Trust from C. Albert Kuehnle and Abbie Marian Kuehnle, his wife", the said Court, on the 21st day of October, 1939, passed a decree which was filed in the proceedings in said case, in which it was adjudged, ordered and decreed, as follows: "That the said Trustee and petitioner in these proceedings, to wit: The Provident Trust Company of Philadelphia, a body corporate, be, and it is hereby, released and discharged from the further execution of the said trust, and that C. Albert Kuehnle, one of the settlors and one of the cestui que trustent named in the said declaration of trust, be, and he is hereby, appointed Trustee, in the place and stead of the said Trustee so released and discharged; and it is further Ordered, that the said Provident Trust Company of Philadelphia pay over to the said C. Albert Kuehnle, successor Trustee, all the money and funds in the hands of the said discharged Trustee, and transfer and deliver to him, his successors and assigns, by a good and sufficient deed, the real estate still in the hands of the said released and discharged Trustee, in trust, for the uses and purposes set forth in the said declaration of trust, and that, upon the said delivery of the funds and execution and delivery of the said deed, as aforesaid, the said successor Trustee shall give a full and complete discharge and acquittance of the said released Trustee; and it is further Ordered, that the cost of these proceedings be paid out of the said funds in the hands of the said new Trustee".

And Whereas, the said Provident Trust Company of Philadelphia, in pursuance of the direction and in exercise of the power and authority contained in the said decree, has first delivered and transferred unto the undersigned, C. Albert Kuehnle, as successor Trustee in the said case and under the said decree, the sum of Fourteen Thousand Five Hundred Forty-two

& 65/100 Dollars ($14,542.65) in one fund, being the principal balance of the fund, and the further sum of Eighty & 71/100 Dollars ($80.71) as the income balance of the fund, and being all the funds and all the cash in the hands of the said Trustee, to wit: Provident Trust Company of Philadelphia, the receipt of the said sums of money being hereby acknowledged by the said successor Trustee, C. Albert Kuehnle; and further, the said Provident Trust Company of Philadelphia, the resigned Trustee, has, by a good and sufficient deed, conveyed all the real estate in the hands of the said resigned Trustee unto the said successor Trustee, his successors and assigns, in fee simple, which deed conforms to the requirements of the laws of the State of Maryland as to deeds conveying real estate in said State, the receipt of the said deed so executed by the said Trustee being hereby acknowledged.

And Whereas, there has been no audit made in the above entitled case, but there has been a statement filed by the said resigned Trustee, which was filed with its petition asking to be permitted to resign.

Now, Therefore, This Release, Discharge and Acquittance, Witnesseth, that in consideration of the premises and the receipt of the said money and of the said real estate, in trust, as required by the said decree, the said C. Albert Kuehnle, successor Trustee under the said decree, does hereby waive the making or having of any audit in the above entitled case, and he approves, agrees to and confirms the said statement heretofore filed in said case by the said resigning Trustee, and the said successor Trustee does hereby accept the said cash and the said real estate in full satisfaction, acquittance and discharge of the said resigning Trustee, its successors and assigns, as being in full and complete performance of the requirements of the aforesaid decree of the said Court in the said case.

And the said Provident Trust Company of Philadelphia, a body corporate and Trustee under the Declaration of Trust mentioned in the proceedings in the said Chancery case, its successors and assigns, is hereby forever released, acquitted and discharged from all claims and demands which could or might possibly be brought or made against it, the said Provident Trust Company of Philadelphia, its successors and assigns, for or on account of anything, property, money, duty, obligation, and all things constituting, connected with or growing out of the said trust, from the beginning of time to the date hereof.

The said money and the said real estate, hereinbefore named, being accepted as the entire, whole, sole and complete fund and property in the hands of the said retiring, or resigning, Trustee, and is so accepted by the said successor Trustee; the said resigning Trustee to be and remain, forever, as if the said declaration of trust had never been executed to it.

As witness the hand and seal of the said successor Trustee.

Test: George Russell James

C. Albert Kuehnle (Seal)

C. Albert Kuehnle,

Successor Trustee.

State of Maryland, Dorchester County, to wit:

I hereby certify, that on this 4th day of November, 1939, before me, the subscriber, a Notary Public of the State of Maryland in and for Dorchester County, personally appeared C. Albert Kuehnle, the successor Trustee, named in the aforegoing Release, Discharge and Acquittance, and he duly acknowledged the same to be his act and deed as such successor Trustee.

As witness my hand and Notarial Seal.

(Place of Seal) George Russell James,
Notary Public.

State of Maryland, Dorchester County, to wit:

I, Roy S. Melvin, Clerk of the Circuit Court for Dorchester County, do hereby certify that the aforegoing is a true copy of the proceedings In the Matter of the Ex Parte Petition of the Provident Trust Company of Philadelphia, a body corporate under the laws of the State of Pennsylvania, concerning the Deed of Trust from C. Albert Kuehnle and Abbie Marian Kuehnle, his wife, being No. 6316 Chancery, in the Circuit Court for Dorchester County, now on file in this office.

In Testimony Whereof, I hereunto set my hand and affix the seal of the Circuit Court for Dorchester County this 27th day of February, A. D., 1940.

Roy S. Melvin

(Court Seal)

Clerk Circuit Court for Dorchester County, Maryland.

Walter E. Lambert, Jr.	:	No. 7882 Equity
vs.	:	In The Circuit Court for
Jean D. Lambert, Infant.	:	Anne Arundel County.

Mr. Clerk:

Please docket this suit and issue as within directed.

R. Tilghman Brice,111

Bill of Complaint -- Filed Sept. 2" 1939.

To the Honorable, the Judges of said Court:

Eq

Your Orator complaining says:

First: That he is an adult resident of the District of Columbia, and a citizen of the United States, and brings this Bill of Complaint in his own right.

Second: That Jean D. Lambert, his sister, is an infant, and that Catherine L. McMakin, is the maternal grandmother of said Jean D. Lambert and is the duly appointed guardian of the person and of the estate of Jean D. Lambert, appointed by the District Court of the United States for the District of Columbia, and has qualified as such guardian.

Third: That Walter E. Lambert, Sr., father of the plaintiff and defendant was in his lifetime seized and possessed of two lots of ground at Edgewater Beach, First Election District of Anne Arundel County, Maryland, said lots being improved by a dwelling, he having acquired the same from William F. Matteson and Sarah V. Matteson, his wife, by Deed dated the 9th day of September, 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S. R., No. 23, folio 177, conveying Lots Nos. Eight (8) and Nine(9(of Block No. Two (2) as shown on the plat of Edgewater Beach, a certified copy of said deed being filed herewith, marked "Plaintiff's Exhibit No. 1," and prayed to be taken as a part hereof.

Fourth: That the said Walter E. Lambert, Sr., died intestate, on the 12th day of May, 1932, leaving surviving him his wife, Edith E. Lambert and two infant children, Walter E. Lambert, Jr., and Jean D. Lambert.

Fifth: That Edith E. Lambert qualified as Ancillary Administratrix of the Estate of

Walter E. Lambert, Sr., in Anne Arundel County, Maryland, Notice to Creditors was issued and all costs of administration paid.

Sixth: That the said Edith E. Lambert, mother of the plaintiff and defendant died on the 15th day of August, 1933, intestate.

Seventh: That upon the deaths of the said Walter E. Lambert, Sr., and Edith E. Lambert, title to the property on South River at Edgewater Beach, Anne Arundel County, Maryland, became vested in the plaintiff and defendant as next of kin and only heirs at law.

Eighth: That the property on South River at Edgewater Beach as aforesaid, is of no particular use to the plaintiff and defendant and entails a great deal of cost to keep the property in repair in addition to taxes, insurance and other charges; that said real estate is not susceptible of partition in kind without loss or injury to the parties hereto.

Ninth: That your Orator has entered into a Contract of Sale on behalf of himself and the said infant with May D. Newbold to purchase the property at Edgewater Beach, Anne Arundel County, Maryland, at and for the sum of Five Thousand Three hundred and seventy-five ($5,375.00) Dollars cash, subject to the approval of this Court, and has received a deposit of Two Hundred and Fifty ($250.00) Dollars, a copy of said Contract of Sale being filed herewith, marked Plaintiff's Exhibit No. 2, and prayed to be taken as a part hereof.

Tenth: That your Orator believes that this is a fair value for the property and that it would be for the benefit and advantage of the plaintiff and defendant that this property be sold.

Therefore, your Petitioner prays this Honorable Court to pass an Order authorizing and directing:

1. That the Contract of Sale herein mentioned and filed as Plaintiff's Exhibit No. 2," be ratified and confirmed, and directing that the property therein described be sold in accordance therewith.

2. That publication against the creditors of said Edith E. Lambert be ordered.

3. That this Honorable Court may appoint a Trustee to consummate said Contract of Sale and to receive the purchase price and distribute the same in accordance with the instructions of this Honorable Court.

4. That the Trustee may be authorized and empowered to execute a Deed to the property to May D. Newbold, the purchaser, upon the payment of the balance of the purchase price, for the purpose of conveying to her the entire interest of the parties hereto in said property.

May it please your Honors to grant unto your Orator the writ of Subpoena directed to Jean D. Lambert, Infant, commanding her to appear in this Court on some certain day to be named herein and answer the premises and abide by and perform such Decree as may be passed therein, and that your Orator may have such other and further relief as his case may require.

And as in duty bound, etc.

R. Tilghman Brice, III
Solicitor for Petitioner.

Walter E. Lambert Jr.
Petitioner.

District of Columbia, to wit:

I Hereby Certify that on this 21st day of August, in the year nineteen hundred and thirty-nine, before me, the subscriber, a Notary Public of the District of Columbia, in and for the said District, personally appeared Walter E. Lambert, Jr., plaintiff in the aforegoing Petition, and made oath in due form of law that the matters and things as set forth in the afore-

going Petition are true and correct to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) Thomas B. Heffelfinger

Notary Public, D. C.

Plaintiff's Exhibit No. 1 --Filed Sept. 2" 1939.

This Deed, made this 9th day of September, in the year of our Lord one thousand nine hundred and twenty-seven, by and between William F. Matteson and Sarah V. Matteson, his wife, of the District of Columbia, parties of the first part, and Walter E. Lambert, of the same place party of the second part:

Witnesseth, that in consideration of Ten (10) Dollars lawful money of the United States to them in hand paid before the sealing and delivery of these presents the said parties of the first part do grant and convey unto Walter E. Lambert party of the second part, his heirs and assigns, in fee simple, all those pieces or parcels of ground situate, lying and being in Anne Arundel County, State of Maryland, being part of the same land which the said parties of the first part obtained from Charles H. Herold, by deed dated the 29th day of June, 1923, recorded in the Land Records of Anne Arundel County, Maryland, in Liber W. N. W. 77 at folio 367 and being described as follows, to wit:

Lots numbered Eight (8) and Nine (9) in Block numbered Two (2) in a subdivision known as "Edgewater Beach" as per plat recorded in Plat Book W. N. W. No. 2, plat 33, one of the Land Records for said Anne Arundel County, together with the buildings and improvements thereupon erected, made or being, including cottage, garage, and other out-buildings, the pier and wharf leading from the water to said cottage, the water and lighting systems therein or connected therewith the lamps and lights used in or about the aforesaid premises and as well the lamps and motors used or connected with said lighting and water systems, and as well also, one gasoline stove used for cooking purposes in said premises, Ooodor shares complete, draperies and window shades and curtains, porch coal box, linoleum in bathrooms and breakfast room, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining, including the right of free ingress and egress to the property hereby conveyed over the roadways which now lead thereto so far as said roadways are the private property of the grantors herein and not at this time dedicated by them to general public.

Subject to the following covenants:

1. No part of said property is to be sold, to, occupied by, or used for residence or any other purposes by negroes or persons of negro blood commonly called colored persons.
2. The property hereby conveyed is not to be used for mercantile, manufacturing or trade purposes.
3. No house shall be built on the property hereby conveyed to cost less than $2,000.
4. No sewerage from any house is to be allowed to escape unto the waters of South River, or any tributary thereof, but all houses must be provided with cesspools, septic tanks, or chemical toilets.
5. No house situated on any street or avenue is to be built within fifteen feet of the front line of the lot.
6. No house is to be built on any lot having a frontage of less than fifty feet.

To Have and To Hold the said pieces or parcels of ground and premises above described

or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said Walter E. Lambert his heirs and assigns, in fee simple.

And the said parties of the first part covenant that they will warrant specially the property hereby conveyed; subject to a mortgage of record securing the sum of $5.000 which the grantee herein hereby assumes. and that they will execute such further assurances of said land as may be requisite.

Witness their hands and seals.

Test: William F. Matteson (Seal)

H. W. Barber Sarah V. Matteson (Seal)

District of Columbia, SS:

I Hereby Certify that on this 9th day of September, 1927, before the subscriber, a Notary Public in and for said District, personally appeared William F. Matteson, and Sarah V. Matteson, wife, and did each acknowledge the aforegoing Deed to be their act.

In Testimony Whereof, I have affixed my official seal this 9th day of September, A. D. 1927.

(Notarial Seal) H. W. Barber

Recorded September 10, 1927 at 10 A.M. Notary Public, D. C.

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. 23, folio 177, 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 2nd day of September, A. D. 1939.

(Court Seal) John H. Hopkins, 3rd.,Clerk.

"Plaintiff's Exhibit No. 2" --Filed Sept. 2" 1939

Received from May D. Newbold a deposit of Two hundred and fifty dollars and no/100 Dol lars ($250.00) to be applied as part payment of the purchase of Lots 8-9 in Block 2, with improvements thereon known in Edgewater Beach, Anne Arundel Cty. Maryland, upon the following terms of sale:

Total price of property Fifty-three hundred seventy-five Dollars ($5375.00).

The purchaser agrees to pay Fifty-three hundred seventy-five Dollars ($5375.00) cash at the date of conveyance, of which sum this deposit shall be a part.

Wherever the words "District of Columbia" are used, they are intended and shall mean "Anne Arundel County, Maryland."

Adjustment date shall be the date when purchaser took possession.

Trustees in all deeds of trust are to be named by the parties secured thereby.

The property is sold free of encumbrance except as aforesaid; title is to be good of record and in fact subject, however, to covenants, conditions and restrictions of record, if any; otherwise said deposit is to be returned and sale declared off at the option of the purchaser, unless the defects are of such character that they may readily be remedied by legal action, but the seller and agent are hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be taken by the seller promptly at his own expense, whereupon the time herein specified for full settlement by the purchaser will thereby be extended for the period necessa-

ry for such prompt action.

Rents, taxes, water rent, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted to the date of the transfer. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the Collector of Taxes of the District of Columbia, except that assessments for improvements completed prior to the date hereof, whether assessment therefor has been levied or not, shall be paid by the seller or allowance made therefor at the time of transfer.

Examination of title, tax certificate, conveyancing, notary fees and all recording charges, including those for purchase money trust, if any, are to be at the cost of the purchaser; provided, however, that if upon examination of the title and also to pay to the agent herein a commission hereinafter provided for just as though the sale had actually been consummated and all the terms of this contract complied with.

Within thirty days from the date of acceptance hereof by the owner, or as soon thereafter as a report on the title can be secured if promptly ordered, the seller and purchaser are required and agree to make full settlement in accordance with the terms hereof. If the purchaser shall fail so to do, the deposit herein provided for may be forfeited at the option of the seller, in which event the purchaser shall be relieved from further liability hereunder, or without forfeiting the said deposit the seller may avail himself of any legal or equitable rights which he may have under this contract. In the event of the forfeiture of the deposit, the seller shall allow the agent one-half thereof as a compensation for his services to him.

Settlement is to be made at the office of District Title Co. or at the Title Company searching the title, and deposit with the Title Company or with (Name of Broker) _____ (Name of Broker) of the purchase money, the deed of conveyance for execution, and such other papers as are required of either party by the terms of this contract shall be considered good and sufficient tender of performance of the terms hereof.

Seller agrees to execute the usual special warranty deed. Property is sold subject to an existing tenancy as follows: none

Seller agrees to give possession at time of settlement, and in the event he shall fail so to do he shall become and be thereafter a tenant by sufferance of the purchaser and hereby waives all notice to quit, as provided by the laws of the District of Columbia. (Strike one of the two foregoing sentences.)

The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is recorded is assumed by the seller.

All notices of violations of Municipal orders or requirements noted or issued by any department of the District of Columbia, or prosecutions in any of the courts of the District of Columbia on account thereof against or affecting the property at the date of the settlement on this contract shall be complied with by the seller and the property conveyed free thereof. This provision shall survive the delivery of the deed hereunder.

The seller agrees to pay ~~to~~ none his agent, the regular rate of commission fixed by the (Name of Broker) Washington Real Estate Board amounting to $_____, and the Title Company, or the Real Estate Office, through which settlement is made is hereby authorized and directed to make deduction of the aforesaid commission from the proceeds of the sale and to make payment thereof to the said agent. Entire deposit to be held by W. Cameron Burton, Attorney until settlement here- (Name of Broker)

under is made.

The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns.

This contract, made in triplicate, when ratified by the seller contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions statements or representations, oral or written, not herein contained.

_____
Agent.

We, the undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our contract.

_____, 19____, May D. Newbold

Purchaser.

Walter E. Lambert Jr.

Seller.

_____, 19____. Individually and on behalf of Jean D. Lambert Minor, Wife of Seller subject to approval of Court.

Property is to be conveyed in the name of May D. Newbold

Petition for appointment of Guardian ad litem for infant defendant and Order of Court thereon. Oct. 3,1939. --Filed Oct. 3rd., 1939.

To the Honorable, the Judges of said Court:

The Petition of the Plaintiff in the above entitled case by R. Tilghman Brice, 111, his attorney, respectfully shows:

Thet Jean D. Lambert, a minor, has been duly summoned to appear, and being an Infant, can not answer and defend this suit herself.

Your Petitioner therefore prays your Honors to appoint a Guardian ad litem for said Infant Defendant to appear and answer for said Defendant.

And as in duty bound, etc.,

R. Tilghman Brice, 111,

Attorney for Plaintiff.

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

I Hereby Certify, That on this third day of October, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Tilghman Brice, 111, Attorney for the Plaintiff, 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) Beatrice A. Velenovsky

My Commission expires May 5, 1941. Notary Public.

ORDER.

Ordered by the Circuit Court for Anne Arundel County, in Equity, this 2nd day of October, 1939, upon the foregoing Petition and Affidavit, that George E. Rullman be and he is hereby appointed Guardian ad litem to appear and answer for the Infant Defendant in the above entitled cause.

Ridgely P. Melvin,

Judge.

Answer of Jean D. Lambert, Infant, by Geo. E. Rullman, Guardian ad litem, to Bill of Complaint. --Filed Oct. 4" 1939.

To The Honorable, The Judges of Said Court:-

The answer of Jean D. Lambert, an Infant, by George E. Rullman, her Guardian ad litem duly appointed by an Order of this Court, to the Bill of Complaint by Walter E. Lambert, Jr., filed against her in this Court, respectfully shows:

That this Defendant, being an Infant, can not admit nor deny any of the matters or facts in said Bill alleged, and submits her rights thereunder to the protection of this Court.

And, as in Duty Bound, etc.

George E. Rullman
Guardian ad litem for Jean D.
Lambert, Infant, Defendant.

Petition of Plaintiff for appointment of Special Stenographer to take testimony and Order of Court thereon. --Filed Oct. 23rd., 1939. Order Oct. 24, 1939 fd.

To the Honorable, the Judges of said Court:

The Petition of Walter E. Lambert, Jr., by R. Tilghman Brice, 111, his solicitor, respectfully shows:

First: That the Defendant has been summoned and has filed her answer in these proceedings, and this Honorable Court has signed an order authorizing the taking of testimony in support of the Bill.

Second: Your Petitioner has approached the Court Stenographer for the purpose of setting a day for the taking of this testimony, but the Court Stenographer advises your Petitioner that due to her regular legal Court work, she will be unable to take testimony in these proceedings for some time and suggested to your Petitioner that he Petition this Honorable Court to appoint a special stenographer for the taking of the testimony in these proceedings.

Therefore, your Petitioner prays this Honorable Court to appoint a special stenographer to take testimony in these proceedings before one of the standing Examiners of this Court.

And as in duty bound etc.

R. Tilghman Brice, 111,
Solicitor for Plaintiff.

ORDER

Ordered by the Circuit Court for Anne Arundel County, in Equity, this 24th day of October, 1939, upon the foregoing Petition, that Beatrice A. Velenovsky, be and she is hereby appointed special stenographer to take testimony in these proceedings before one of the Standing Examiners of this Court.

Ridgely P. Melvin, Judge.

Petition of Plaintiff to take testimony, and Order of Court thereon. Filed Oct.23"1939.

To the Honorable, the Judges of said Court:

The Petition of Walter E. Lambert, Jr., Plaintiff in this case, by R. Tilghman Brice, 111, his solicitor, respectfully represents that he desires to take testimony in this cause and prays that leave be granted him to do so before one of the standing Examiners of this Court. And as in duty bound, etc.,

R. Tilghman Brice, 111,
Solicitor for Plaintiff.

ORDER

Ordered by the Circuit Court for Anne Arundel County, in Equity, this 24th day of October, 1939, upon the foregoing Petition, that leave be granted to the parties to this cause to take testimony as prayed before one of the Standing Examiners of this Court.

Ridgely P. Melvin, Judge.

Testimony on behalf of Plaintiff. -- Filed Oct. 31st. 1939.

Testimony on behalf of the Plaintiff. October 28, 1939

Present:

Mr. R. Tilghman Brice, lll, Solicitor for Plaintiff.

Mr. George E. Rullman, Guardian ad litem for Defendant,

Mr. John H. Strahorn, Examiner.

Beatrice A. Velenovsky, Special Stenographer

Witnesses:

Mr. Charles F. Lee..... 2 and 3.

Mr. James H. Murray ..... 4.

Mr. Walter E. Lambert, Jr. ..... 5 and 6.

Mrs. Catherine L. McMakin ..... 7 and 8.

Mr. W. Cameron Burton ..... 9 and 10.

Charles F. Lee, a witness of lawful age, being first duly sworn, deposes and says:

(Brice)

1. State your name, Address, and occupation.

A. Charles F. Lee, Annapolis, Maryland, occupation, real estate.

2. Mr. Lee, how long have you been in the real estate business?

A. Thirty-one years.

3. Are you familiar with the value of real estate in Anne Arundel County? A. I am.

4. Water-front property? A. Yes.

5. Are you familiar with the value of property at Edgewater Beach, Anne Arundel County?

A. I am.

6. Can you give any facts that will tend to show that you are familiar with the value of property at Edgewater Beach?

A. I have sold numerous properties there in the past ten years.

7. Are yom familiar with the property formerly owned by Walter E. Lambert and being Lots Numbers 8 and 9 of Block 2 of Edgewater Beach? A. I am.

8. How long have you known that property?

A. Since it was erected by Mr. Matteson about twelve years ago.

9. Have you seen it recently? A. I have.

10. When did you see it?

A. I inspected it some time this spring and then several days ago.

11. Mr. Lee, what in your opinion is the fair value of that property?

A. Around five thousand dollars.

.....Certified copy of Deed offered as Plaintiff's Exhibit 1.

.....Examined as "Examiner's exhibit "A".

..... Contract of Sale between May D. Newbold and Walter E. Lambert, Jr., offered as

Plaintiff's exhibit No. 1.

.....Examined as Examiner's Exhibit "B".

12. Mr Lee, what would you say is the fair market value of that property as of this spring when you say you inspected the property?

A. Around $5,000.00.

13. We have a Contract of Sale heretofore filed in this case for $5,375.00, would you say that was a fair market value price for this property, that is, a fair and adequate price?

A. Yes.

14. Mr. Lee, do you consider that this price should be accepted for the property?

A. Yes, I do.

15. To the best interest of all parties, including the infant Defendant?

A. I do.

To the general question under the Rule, the Witness says:

A. No.

Charles F. Lee

James H. Murray, a witness of lawful age, being first duly sworn, deposes and says:

(Brice)

1. State your name, address, and occupation.

A. James H. Murray, Cumberstone, Maryland, real estate.

2. Mr Murray, how long have you been in the real estate business? A. About twelve years.

3. In Anne Arundel County? A. Yes.

4. Are you familiar with the value of property in Anne Arundel County? A. Yes.

5. Edgewater Beach? A. Yes.

6. Mr. Murray, are you familiar with the property formerly owned by Walter E. Lambert and being Lots Nos. 8 and 9 of Block 2 of Edgewater Beach? A. Yes.

7. What in your opinion is the fair market value of that property?

A. I think about $5,000.00.

8. About $5,000.00? A. Yes.

9. We have a contract of sale filed in this case for the sum of $5,375.00 cash for this property, do you consider that to be a fair price for the property?

A. I do.

10. Would you say that the property should be sold for that price? A. Yes.

11. To the best interest of all parties, including the Infant Defendant? A. I do.

To the general question under the Rule, the Witness says:

A. No.

James H. Murray.

Walter E. Lambert, Jr., a witness of lawful age, being first duly sworn, deposes and says:

(Brice)

1. Mr. Lambert state your full name and address.

A. Walter E. Lambert, Jr., 1510 Emerson Street, N. W., Washington, D. C.

2. Mr. Lambert, how old are you? A. I am twenty-four.

3. Was it your father, Walter E, Lambert, who owned Lots Nos. 8 and 9 of Block 2 of Edgewater Beach, Anne Arundel County? A. Yes sir.

4. When did your father die, or may I ask you this, is your father living or dead?

A. He is dead.

5. Your mother living or dead? A. She is dead also.

6. When did your father die Mr. Lambert? A. May 12, 1932.

7. When did your mother die? A. August 15, 1933.

8. Do you know whether or not your mother or father left a Will?

A. They did not leave a Will.

9. What children did they have?

A. My sister and myself.

10. You are the Plaintiff and your sister is the Defendant? A. Yes sir.

11. Mr. Lambert, you signed a Contract of Sale on August 22, 1939, with May D. Newbold. You signed this individually and on behalf of your sister, is that correct?

A. Yes.

12. I show you this paper and ask if that is the Contract which you signed?

A. Yes, that is right.

13. In the Contract you recite that adjustments shall be made when the purchaser took possession, do you know when the purchaser took possession?

A. I think that it was Decoration Day, or around the first of June, 1939.

14. Mr. Lambert, do you consider that $5,375.00 is a fair price for this property?

A. I do.

15. Do you consider that it is a fair market value of the property? A. I do.

16. What does this property consist of ?

A. Well, a home, garage, a bit of a pier, and maid's quarters.

17. Then as I understand it, this property consists of two lots, a dwelling, garage, wharf and maid's quarters , is that correct?

A. Yes.

18. Is that property susceptible of partition between you and your sister without material loss or damage?

A No.

19. Do you consider it to the best interest of yourself and your sister that this property be sold? A. I do.

20. Can you state why?

A. Well, there is a mortgage on our home in Washington and this is the only way that we can pay off a part of it.

21. Is the mortgagee calling for a reduction on the amount of mortgage in Washington?

A. Yes sir.

22. The Mortgagee is asking for a curtailment? A. Yes sir.

23. Mr Lambert, do you know whether or not the Mortgagee has threatened foreclosure?

A. Yes they have, that is what they said.

24. Are you getting any income from the property at Edgewater Beach? A. No sir.

25. How long has it been that you have not been getting any income from the property:

A. About a year now it has been.

To the general question under the Rule, the Witness says: A. No.

Walter E. Lambert, Jr.

Catherine L. McMakin, a witness of lawful age, being duly sworn, deposes and says:

(Brice)

1. Mrs. McMakin state your full name and address.

a. Catherine L. McMakin, 1510 Emerson Street, N. W., Washington, D. C.

2. Mrs. McMakin, are you related to Walter E. Lambert, Jr., the Plaintiff in this case and Jean D. Lambert, the Defendant?

A. I am.

3. What relation? A. Grandmother.

4. When Mr. and Mrs. Lambert died, were Walter E. Lambert, Jr., and Jean D. Lambert infants?

A. Yes.

5. And under the age of twenty-one? A. Yes.

6. Who was appointed their guardian? A. I was.
7. By what Court:
A. By the District Court of the United States for the District of Columbia.

8. Mrs. McMakin, how old is Miss Jean D. Lambert?

A. Miss Jean is twenty, she will be twenty-one next June.

9. As guardian of these two infants, did you handle the property of the estate? A. Yes.

10. Is Mr. Walter E. Lambert, Jr., now of age. A. He is.

11. How old is he? A. Twenty-four.

12. How long have you handled this property at Edgewater Beach?

A. Even since the death of my daughter six years ago.

13. Have you handled it from that time to the present? A. Yes.

14. What has been the income from that property?

A. $125.00 a month for the three months in the summer.

15. Have you been able to rent the property successfully each year?

A. Well one summer I made a mistake, but all the other summers I have had very nice people there.

16. Do you consider $5,375.00 a fair price for that property?

A. I suppose it is.

17. Do you think this property is susceptible of partition in kind between Walter E. Lambert, Jr., and Jean D. Lambert, without material injury to either parties? A. No.

18. Mrs. McMakin, do you think it is to the best interest of the parties to this suit that the property be sold, including to the best interest of Miss Jean D. Lambert?

A. Yes.

19. Is there any special reason?

A. In order to reduce the mortgage on the home in Washington. To save the home.

20. Mrs. McMakin can you tell us in more detail the situation in Washington with respect to the mortgage?

A. Well, the H. L. Rust Company has asked for curtailment and in order to do so, we want to sell the property down on the River and put the money on the mortgage.

21. The mortgage is on the home in Washington? A. Yes.

22. Do you recall the amount of the mortgage at the present?

A. I think it is $11,000.00.

23. Mrs. McMakin, have you ever received any other offers for the sale of this property at Edgewater Beach that you recall?

A. Well I do, at one time some Jewish persons came to me to buy it, but I did not consider it

it at all.

24. How much did they offer? A. Six thousand dollars.

To the general question under the Rule, the Witness says:

A. No.

Catherine L. McMakin.

W. Cameron Burton, a witness of lawful age, being first duly sworn, deposes and says:

(Brice)

1. What is your name, occupation and address?

A. W. Cameron Burton, Attorney at Law, Investment Building, Washington, D. C.

2. Mr. Burton have you been handling some of the legal affairs in connection with the Lambert estate?

A. Yes sir, I have been attorney for the estate of Walter E. Lambert and for the estate of Edith E. Lambert, his wife, and have been as well attorney for Mrs. McMakin, Guardian of both Walter E. Lambert, Jr., and Jean D. Lambert, until Walter became of age, and since that time for Jean D. Lambert. I am familiar with the mortgage situation on the property at 1510 Emerson Street, N. W., Washington, D. C., the H. L. Rust Company represents the holder of the mortgage and has from time to time demanded curtails of the mortgage, which heretofore we have been able to meet with funds of these two children of Walter E. Lambert. About a year ago, the Rust Company demanded a further curtail, which the children were unable to meet. At that time, I suggested that we would be willing to dispose of the South River property and make every effort to do so and use the funds obtained in curtailing the mortgage, and the H. L. Rust Company agreed to give us a reasonable time within which to do it. That company has been notified of the contract of sale in evidence here, but has been constantly pushing me in an attempt to have the matter disposed of and insist that unless something is done, that it will be compelled to sell the Emerson Street house for default. We feel further that it is advantageous to sell the South River property because the income therefrom has not been sufficient to make it a worthwhile investment upon the amount of the value of the property, and if we are able to reduce the mortgage on 1510 Emerson Street property, we will be in a position to have a materially smaller amount to meet monthly in order to carry that house, and if we are not successful in reducing the mortgage, we would have a greater amount of carrying charges than these children would be able to meet.

3. Mr. Burton, do you consider that $5,375.00 is a fair market value for the property?

A. I consider that to be a fair market value of the property, and while I have made efforts to sell the property through brokers and others, I personally have never received any offer of any kind, and I am familiar with the property adjoining this on the East and considering the price which that property brought and in the condition in which it was, I think that we are fortunate to be able to receive the price that we have.

4. Can this property be partitioned in kind without material injury to the parties concerned?

A. It can not.

5. Do you think it is to the best interests of the parties to this suit that this property be sold?

A. Yes, I think that it is not only to be best interest of the parties, including the Infant Defendant, but I am satisfied that the Infant Defendant will lose the other property in Washington which she has unless the sale is confirmed.

To the general question under the Rule, the Witness says: A. No. W. Cameron Burton.

There being no further witnesses to be examined on behalf of the Plaintiff, no further testimony desired, this testimony is now closed and returned to the Court, at the request of the solicitor for the Plaintiff.

Witness my hand and seal this 31st day of October, 1939.

Jno. S. Strahorn, (Seal)
Examiner.

Consent to the passage of an immediate Decree by solicitor for Plaintiff and Guardian ad litem for Defendant. --Filed Oct. 31st., 1939.

To the Honorable, the Judges of said Court:

The Plaintiff having concluded the taking of his testimony, and the Defendant not desiring to take any testimony in this cause, we hereby submit this case to the Court and consent to the passage of an immediate Decree.

And as in duty bound, etc.

R. Tilghman Brice,111,
Solicitor for Plaintiff.
George E. Rullman, Guardian ad litem
for Defendant.

Decree --Filed Oct. 31st., 1939.

This Cause standing ready for hearing and being submitted for an immediate Decree, the proceedings read and considered, it appearing to the Court that the property mentioned in the Contract of Sale between Walter E. Lambert, Jr., individually and on behalf of Jean D. Lambert, minor, and May D. Newbold, dated the 22nd. day of August, 1939, being Lots Nos. Eight (8) and Nine (9) of Block Two (2) of "Edgewater Beach, First Election District of Anne Arundel County, State of Maryland, is not susceptible of partition in kind, and that the purchase price of Five Thousand Three Hundred and Seventy-five ($5,375.00) Dollars as set forth in said Contract of Sale is the fair market value of the property; and it further appearing to the Court that it is to the best interest and advantage of the Plaintiff and the Infant Defendant that the property described in these proceedings be sold and the Contract of Sale herein mentioned be ratified and confirmed, It Is Thereupon this 31st day of October, 1939, Adjudged, Ordered and Decreed, that the Contract of Sale filed in these proceedings, dated August 22, 1939, between Walter E. Lambert, Jr., individually and on behalf of Jean D. Lambert, minor, and May D. Newbold, be and the same is hereby ratified and confirmed, and that R. Tilghman Brice, 111, be and he is hereby appointed Trustee to convey all of the right, title, interest and estate of the parties to these proceedings to May D. Newbold, by a good and sufficient Deed, at and for the sum of Five Thousand Three Hundred and Seventy-five ($5,375.00) Dollars as provided in said Contract of Sale, and the said R. Tilghman Brice, 111, to collect and hold the full amount of said purchase money subject to the further order of this Court, but before the said R. Tilghman Brice, 111, Trustee, shall enter upon his duties as such, he shall file a bond to the State of Maryland, to be duly approved by the Clerk of this Court, in the penalty of Fifty five hundred dollars, conditioned upon the faithful performance of his duties as such Trustee; and it further appearing to the Court that Notice to Creditors have not been issued in Anne Arundel County, State of Maryland, in the Estate of Edith E. Lambert, it is Further Ordered and Decreed that the said R. Tilghman Brice, 111, Trustee, give notice to creditors of Edith E. Lambert to file their claims in these proceedings on or before the 1st day of December, 1939 by inserting said notice once a week for four successive weeks on or before the 1st day of December, 1939, in some newspaper published in Anne Arundel County.

Ridgely P. Melvin, Judge.

Bond -- Filed and Approved January 17th., 1940.

Know all Men by these Presents:

That We, R. Tilghman Brice, 111, Trustee, of Annapolis, Anne Arundel County/Maryland, as principal, and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand Five Hundred ($5,500.00) Dollars, to be paid to the said State, or its certain attorney; to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 17th day of January in the year of our Lord nineteen hundred and forty.

Whereas, the above bounden R. Tilghman Brice, 111, Trustee, by virtue of a decree of the Honorable the Judge of the Circuit Court has been appointed trustee to sell Lots Nos. 8 and 9 of Block 2 of "Edgewater Beach," First Election District of Anne Arundel County, Maryland, mentioned in the proceedings in the case of Walter E. Lambert, Jr., vs. Jean D. Lambert, Infant, No. 7882 Equity, in the Circuit Court of Anne Arundel County, now pending in said Court.

Now The Condition Of The Above Obligation Is Such, that if the above bounden R. Tilghman Brice, 111, Trustee, 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 — R. Tilghman Brice, 111 (Seal)

in the presence of (Corporate Seal) Maryland Casualty Company

Beatrice A. Velenovsky — By Chas. F. Lee of Chas. F. Lee

Attest: Marjorie Buys — & Company, Agents

Certificate of Publication of Notice to Creditors -- Filed January 27th., 1940.

By virtue of a Decree of the Circuit Court for Anne Arundel County, in Equity, dated the 31st day of October, 1939, in the above entitled case, Notice is hereby given to all persons having claims against Edith E. Lambert, Deceased, to file the same in these proceedings, with vouchers therefor, on or before the 1st day of December, 1939, otherwise, they may, by virtue of said Decree, be excluded from all benefit of the said estate of Edith E. Lambert, Deceased.

R. Tilghman Brice, 111, Trustee.

Annapolis, Md., Jan.17, 1940.

We hereby certify, that the annexed Notice to Creditors - Lambert #7882 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of December, 1939. The first insertion being made the 2nd day of November, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Petition for allowance of ½ net proceeds to Walter E. Lambert, Jr. and ½ to Catherine L. McMakin, Guardian of Jean D. Lambert, and Order of Court thereon. -Filed 5 Feb.,1940.

To the Honorable, the Judges of said Court:

The Petition of Walter E. Lambert, Jr., and Catherine L. McMakin, Guardian of the person and estate of Jean D. Lambert, Infant, respectfully shows:

First: That the property mentioned in these proceedings has been sold and the Trustee has the sum of Five Thousand Three Hundred Twenty-two Dollars and Forty Cents ($5,322.40) in his hands for distribution.

Second: That Walter E. Lambert, father of your Petitioner, Walter E. Lambert, Jr., owned the property mentioned in these proceedings, and the said Walter E. Lambert departed this life, intestate, in the year 1932, leaving surviving him two children, Jean D. Lambert, Infant, and your Petitioner, Walter E. Lambert, Jr., and their mother, Edith E. Lambert, the said Edith E. Lambert having died intestate in the year 1933.

Third: That the said Walter E. Lambert, Jr., and Jean D. Lambert are the only children and heirs at law of the said Walter E. Lambert and Edith E. Lambert.

Fourth: That the said Walter E. Lambert, Jr., has reached his majority, whereas, the said Jean D. Lambert is still an infant, having been born on the 14th day of June, 1919.

Fifth: That your Petitioner, Catherine L. McMakin, was appointed Guardian of the person and estate of both the said Walter E. Lambert, Jr., and Jean D. Lambert, by the District Court of the United States for the District of Columbia, a certified copy of said Letters being filed herewith and prayed to be taken as a part hereof.

Therefore, your Petitioners pray this Honorable Court to pass an Order authorizing and directing the Auditor to allow out of the net proceeds of sale from the property mentioned in the above entitled case, one-half to your Petitioner, Walter E. Lambert, Jr., and one-half to your Petitioner, Catherine L. McMakin, Guardian of the person and estate of Jean D. Lambert, Infant.

And as in duty bound, etc.,

Walter E. Lambert, Jr.

Catherine L. McMakin, Guardian of the person and estate of Jean D. Lambert, Infant.

Ordered by the Circuit Court for Anne Arundel County, in Equity, this 5th day of February, 1940, upon the foregoing Petition, that the Auditor, be and she is hereby authorized and directed to allow one-half of the net proceeds of the sale of the property mentioned in these proceedings to Walter E. Lambert, Jr., and one-half of the net proceeds of the sale of the property mentioned in these proceedings to Catherine L. McMakin, Guardian of the person and estate of Jean D. Lambert, Infant, subject to exceptions in regular course.

Ridgely P. Melvin, Judge.

In the District Court of the United States for the District of Columbia holding a Probate Court District of Columbia, to wit: The United States of America

To all persons to whom these presents shall come Greeting:

Know ye, That on the 13 day of June, A. D. 1934, the District Court of the United States for the District of Columbia, holding a Probate Court, did appoint and Catherine L. McMakin Guardian of the persons and estates of Walter E. Lambert, Jr. born November 18, 1914, Jean D. Lambert, born June 14, 1919, infant children of Walter E. and Edith E. Lambert late of the District of Columbia deceased: who, as guardian, aforesaid, first executed an undertaking with good and sufficient security, approved by said Court in the penalty of Ten Thousand Dollars, conditioned for the faithful performance of her duties as guardian aforesaid; and whose appointment is unrevoked and still in force.

Witness, the Honorable Alfred A. Wheat, Chief Justice of said Court, this 22 day of January, A. D. 1940.

Attest: Melvin J. Marqoes

(Court Seal) Deputy Register of Wills for the District of Columbia,

Case No. 8235 Clerk of the Probate Court.

Filed

Auditor's Report and Account --/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. Walter E. Lambert, Jr. vs. Jean D. Lambert, Infant in ac. with R. Tilghman Brice, lll, Trustee.

To Trustee for Commissions - as per Order of February 5, 1940	$	$191.25
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court	20.20	
Auditor	9.00	39.20
To Trustee for Expenses, viz:		
Capital-Gazette Press - notice to creditors	5.00	
Capital-Gazette Press - Order nisi on Auditor's acct.	5.00	
C. F. Lee & Co. - bond premium	37.50	
R. C. Turner - Sheriff	.95	
George E. Rullman - guardian ad litem	4.00	
John S. Strahorn - Examiner	8.00	
Beatrice A. Velenovsky - stenographer	5.00	
Clerk of Court - certified copy	1.25	
Beatrice A. Velenovsky - notary fee	.50	
One-half Federal revenue stamps	2.75	
One-half State revenue stamps	2.75	
Charles F. Lee - appraiser's fee	25.00	
James H. Murray - appraiser's fee	10.00	107.70
To Trustee for Taxes, viz:		
1939 State and County taxes - adjusted		47.10
To Walter E. Lambert, Jr. - one-half net proceeds of sale	2,494.87	
To Catherine L. McMakin, Guardian of		

Jean D. Lambert - one-half net proceeds of sale	$2,494.88	$4,989.75
		$5,375.00

Cr. Aug. 22, 1939 Proceeds of Sale $5,375.00

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, 15, 1940

We hereby certify, that the annexed Order Nisi - - Auditor's Acct. - Lambert No. 7882 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of March, 1940. The first insertion being made the 22nd 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 aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,
Judge.

W. M. Thomas Lumber Company,a body corporate : No. 7757 Equity

vs. : In The Circuit Court Four

Mary M. Eimer and John P. Eimer, her husband. : Anne Arundel County.

Mr. Clerk:

Please file.

George E. Rullman, Attorney for Plaintiff.

Bill of Complaint -- Filed Feby. 8" 1939.

To The Honorable, The Judges of Said Court:-

The Petition of the Plaintiff, W. M. Thomas Lumber Company, a body corporate, shows:

First. That one of the Defendants, Mary M. Eimer, is seized and possessed of three lots of ground situate in the development known as Avalon Shores, in the Seventh Election District of Anne Arundel County, Maryland, designated as Numbers Twenty-three (23), Twenty-four (24) and Twenty-five (25), in Block Nineteen (19), as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932, P. R. Rupert, Engineer, Section A," recorded in Plat Book F. S. R. No. 3, folio 48, of the Land Records of Anne Arundel County; which was conveyed to the said Mary M. Eimer by Avalon Shores, Inc., a corporation organized and existing under and by virtue of the Laws of the State of Maryland, Charles F. Lee and Jesse E. Potbury, Receivers, of Avalon Shores, Inc., appointed in Equity No. 6311, in the Circuit Court for Anne Arundel County, by deed dated the 12th day of October, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 104, folio 121; improved by a one-story frame bungalow, containing four rooms and bath and porch; a certified copy of which deed is filed with these proceedings and prayed to be taken as a part hereof, and marked "Plaintiff's Exhibit No.1."

Second. That the said W. M. Thomas Lumber Company was the contractor and builder of the said frame bungalow for the said Defendants on the aforesaid lots of ground, the said Mary M. Eimer being them and now the owner, or reputed owner of said lots on which the said bungalow is made and erected.

Ex

Third. That the said bungalow was erected by the said W. M. Thomas Lumber Company for the said Defendants in pursuance of a contract between the parties, for which the said W. M. Thomas Lumber Company was to provide and furnish all the material and labor for the same, and do all work of construction upon the same, for the sum of Thirteen Hundred, Forty-one and 64/100 Dollars ($1341.64), and the said Mary M. Eimer has paid on account of said amount due, the sum of One Thousand, Eighty-five Dollars ($1085.00), leaving the sum of Two Hundred, Fifty-six and 64/100 Dollars ($256.64) still due the W. M. Thomas Lumber Company, no part of which has been paid.

Fourth. That on or about the second day of August, 1938, and within six months after the furnishing of said materials and the performing of such work and labor by your Petitioner for the said Defendants, the said Petitioner, W. M. Thomas Lumber Company, filed in the office of the Clerk of the Circuit Court for Anne Arundel County its claim for a lien of Two Hundred Fifty-six and 64/100 Dollars ($256.64), with interest from the 7th day of June, 1938, under the General Laws of Maryland relating to Mechanics Liens, against the said parcels of ground upon which the said bungalow is erected, and upon such ground directly adjacent thereto as is useful or necessary for the reasonable, ordinary and proper use of such building, and also against Mary E. Eimer, the owner, or the reputed owner thereof, in accordance with the provisions of the law in such cases

made and provided, the said lien being duly recorded on the second day of August, 1938, in Liber F. A. M. No. 3, folio 212, among the Mechanics Liens Records of Anne Arundel County, Maryland, a certified copy of which lien is filed herewith and prayed to be taken as a part hereof, and marked "Plaintiff's Exhibit No. 2".

To The End, Therefore:

1. That a Decree may be passed by this Honorable Court for the sale of the property described in said claim, and that the proceeds thereof may be applied to the payment of the claim of such lienor, and others who may be entitled to the same under the order and direction of the Court.

2. That your Petitioner may have such other and further relief as its case may require.

May it please your Honors to grant unto your Orator the Order of Publication giving notice to Mary M. Eimer and John P. Eimer her husband, all of whom are non-residents of this State, living at 1009 O Street, N. W., Washington, D. C., of the object and substance of this Bill, warning them to be and appear in this Court in person or by Solicitor on some certain day to be named therein, to answer the premises and abide by and perform such decree as may be passed therein; and also to direct the Sheriff of Anne Arundel County to notify said defendants of the pendency of this action by attaching a copy of this proceeding to the house located on said lots. And, As In Duty Bound, etc.

W. M. Thomas Lumber Company
By John M. Thomas
Secretary-Treasurer.

George E. Rullman
Solicitor for Plaintiff.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 4th day of February, in the year 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John M. Thomas, Secretary and Treasurer of W. M. Thomas Lumber Company, a body corporate, and made oath in due form of law that the matters and facts set forth in this Bill of Complaint are true as therein stated to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal) Annie M. Rogers,
Notary Public.

Plaintiff's Exhibit No. 1 --Filed Feby. 8th 1939.

(Int. Rev. Stamp 50¢)

This Deed, made this 12th day of October, in the year 1932, by and between Avalon Shores, Incorporated, a corporation organized and existing under and by virtue of the Laws of the State of Maryland, party of the first part; Charles F. Lee and Jesse E. Potbury, Receivers, of Avalon Shores, Incorporated, appointed in Equity 6311, in the Circuit Court for Anne Arundel County, Maryland, parties of the second part, and Mary M. Eimer of Washington, D. C. party of the third part.

Witnesseth:- That for and in consideration of the sum of Ten Dollars ($10.00) lawful money of the United States in hand paid and other good and valuable considerations; receipt of which is hereby acknowledged, the said parties of the first and second parts do hereby grant and convey unto the said party of the third part, her heirs and assigns in fee simple, all that piece or parcel of land and premises, situate, lying and being in Anne Arundel County, Mary-

land, and described as follows: Lots Nos. Twenty-three (23), Twenty-four (24) and Twenty-five (25) in Block Nineteen (19) as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932, P. R. Rupert, Engineer, Section A", recorded in plat book F. S. R. No. 3 ~~folio No. 3~~ folio 48, among the Land Records of Anne Arundel County together with all improvements thereupon made or being; and all and every the rights, alleys, ways, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining; subject, however, to the covenants and restrictions of record, covenants and restrictions recorded with the said map, and to the further covenant and restriction that no dwelling house shall be erected on said land costing less than One Thousand Dollars ($1,000.00).

To have and to hold the aforesaid piece or parcel of land above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages, thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of said party of the third part, her heirs or assigns, in fee simple,

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

The party of the third part, for herself, her heirs or assigns, hereby covenants and agrees to pay to said Avalon Shores, Incorporated, party of the first part or its assigns, the sum of One Dollar ($1.00) for each and every lot hereby conveyed to be used by said party of the first part, or its assigns, in the construction, care and upkeep of the road or streets in front and adjacent to said property hereby conveyed; and that said party of the third part her heirs or assigns, shall pay a similar amount each and every year thereafter, said first payment to be due and payable commencing with the month of January 1933, and during the month of January each year thereafter, and same shall be a lien against said real estate hereby conveyed, and be a covenant running with the land, and shall be promptly paid by said party of the third part, her heirs or assigns.

In Testimony Whereof, the said Avalon Shores, Incorporated, has signed and caused these presents to be signed with the corporate name by Edward S. Hine, its president and that its corporate seal hereto attached attested by W. M. Thomas, Secretary, and does hereby constitute and appoint the said Edward S. Hine its true and lawful Attorney in Fact to acknowledge these presents as the act and deed of said Avalon Shores Incorporated.

Attest:

W. M. Thomas (Corporate Seal) Avalon Shores, Incorporated

Secretary By Edward S. Hine, President

Test: Charles F. Lee (seal)

V. M. Perlitz Jesse E. Potbury (seal)

Receivers

District of Columbia, SS:

I Do Hereby Certify that on this 12 day of October, 1932, before me, the subscriber, a Notary Public in and for the District aforesaid, personally appeared Edward S. Hine, the President of Avalon Shores, Incorporated, named in the aforegoing instrument of writing and acknowledged the same to be the act and deed of said Avalon Shores, Incorporated.

In Witness Whereof, I have hereunto affixed my hand and Notarial Seal this 12th day of

October 1932.

(Notarial Seal) Ross H. Johnson
Notary Public in and for the
District of Columbia.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 12th day of October, 1932, before me the subscriber, a Notary Public of the State of Maryland, in and for said County personally appeared Charles F. Lee and Jesse E. Potbury, Receivers, of Avalon Shores, Incorporated, and did acknowledge the aforegoing deed to be their respective act.

Witness my hand and Notarial Seal.

(Notarial Seal) Victoria M. Perlitz
Notary Public.

Recorded 20 October, 1932, at 2 P. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber F. S. R. No. 104, folio 121, 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 11th day of January, A. D. 1939.

(Court Seal) John H. Hopkins, 3rd., Clerk.

Plaintiff's Exhibit No. 2 -- Filed Feby. 8th., 1939.

(30¢ Md. State Stamp) Mechanics Lien

The Plaintiff, the W. M. Thomas Lumber Company a body corporate of the State of Delaware claims the sum of Two Hundred Fifty-six and 64/100 Dollars ($256.64) with interest to be due it from the Defendant Mary M. Eimer, against all that one story frame bungalow (22 feet by 24 feet, with a porch 7 feet by 24 feet, and porch in rear), with four rooms and bath, and having a composition roof, as well as against the land on which said buildings is located, the said land being three lots of ground on the northwest side of Lerch Drive, Avalon Shores,in the Seventh Election District of Anne Arundel County, said lots having a frontage on said Lerch Drive of 77.91 feet, and running back to Filbert Street, and designated as Lots No. 23, 24 and 25, Block 19, as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932, P. R. Rupert, Engineer, Section A", recorded in Plat Book F. S. R. No. 3 folio 48, among the Plat Records of Anne Arundel County, and so much other ground immediately thereto used in connection therewith and belonging in like manner to the said Defendant as may be necessary for the ordinary and useful purposes of said buildings, which said lots of ground are described in a deed from Charles F. Lee, and Jesse E. Potbury, Receivers of Avalon Shores, Inc., to Mary M. Eimer, by deed dated October 12, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 104, folio 121, of which property the Defendant herein was the owner, or reputed owner, at the time of the furnishing of the work and materials set forth on the attached list.

The said claim being for work done and building materials furnished by the lienor for or about the erection of said dwelling at the instance and reguest of the Defendant, at the particular time and for the nature and kind and amount, and for the pieces set forth in the bill of particulars hereto attached; which work has been furnished within less than six months before the filing of this claim.

Wherefore the said W. M. Thomas Lumber Company hereby requires the Clerk of the Circuit Court of Anne Arundel County, Maryland, to file and record this claim as a lien as well against

said dwelling and the grounds as aforesaid agreeable to the Public General Laws of Maryland, with respect to Mechanics Liens.

And, as In Duty Bound, etc.,

(Corporate Seal) W. M. Thomas Lumber Co.

George Rullman — John M. Thomas

Attorney for Leinor. — Secretary and Treasurer

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 1st day of August 1938, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared John M. Thomas, Secretary and Treasurer of the said W. M. Thomas Lumber Company, and made oath in due form of law that the matters and things set forth in the foregoing Lein Claim are true as therein set forth to the best of his knowledge and belief; and did also make oath that the foregoing account is just and true, and that the said W. M. Thomas Lumber Company, or any person for it, has not received either directly or indirectly any payment or satisfaction or security for the same, or any portion thereof, other than credit is given therefore.

Witness my hand and Notarial Seal.

(Notarial Seal) Granville Lee Meredith

Notary Public.

Shady Side, Maryland, July 26, 1938.

Statement to Mrs. Mary M. Eimer

May 7	1 Load gravel	$5.00
May 10	12 - 2-4-12 Fir	4.32
	16 - pcs. 1-10-6 Sheating	3.20
	8 - Bags Cement	5.60
	4 - lbs. 6 d Common nails	.20
	4 - 18" bolts	.88
	8 - 2-6-12	3.36
	4 - 2-6-14	1.96
	15 2-8-16 N. C.	10.40
	100 - 2-4-9 N. C.	21.00
	15 2-4-16 N. C.	5.60
	26 - 2-6-14 N. C.	12.74
	4 - 2-4-14 Fir.	1.71
	12 - 2-4-9 Fir	3.24
	200 ft. 1X6 L & G. Sheathing	7.00
	25 lbs. 16d Common nails	1.25
	25 lbs 8d " "	1.25
	10 lbs 10d " "	.50
	8 2-6-8 N. C.	2.24
	4 2-6-10 N. C.	1.40
May 13	4 2-8-12	2.24
	45' 1X4 #1 Fir Flg.	2.25
	2 4-4-7	.95
	1 4-418	1.20
	1202' 3/4" German Siding	66.11

	3 bbs. 7d slim Galv. nails	$ .27	
May 14	10 lbs. 7d Slim galv. nails	.90	
May 13	2 door frames 2/8x6/8	7.00	
	4 ck. nail wd. frames	14.00	
	2 ck. nail wd. frames	7.00	
	1 casement frame	2.50	
May 17	800' 1x6 T & G Sheathing	28.00	
	7½ sqs. Red 4/1 shingles	45.00	
	15 lbs. 7/8x10 galv. nails	1.50	
	68' O. G. Mldg.	1.02	
	2 rolls 30 lb. felt	2.60	
	608' 1x4x8 #1 Fir flg	30.40	
	Balance brot forward from		$305.79
May 20	15 pcs. 4x8 sheetrock	19.20	
	10 lbs. 3d galv. nails	1.00	
	15 lbs. 8dcutgalv. nails	1.50	
	1 1x10-16 Rough Cypress	.80	
	2 1-8-12 #1 Fir	2.40	
	2 1-12-12 #1 Fir	2.16	
	10' 14" Valley tin	1.20	
	46" 1x6 T & G Sheathing	1.40	
	2 lbs. 7/8x10 galv. nails	.20	
	1bdl. 4/1 Red Shingles	3.15	
	2 gals Dark Buff Paint	6.20	
	1 qt. Oake Leaf Brown	.95	
	1 gal. linseed oil	1.20	
	1 door 2/8x6/8-4 lts.	4.50	
	1 door 2/8x6/8 - 15 lts.	6.00	
	4 ck. nail wds. 12x20-4 lts.	10.00	
	2 ck. railswoods 12x24 - 4 lts.	5.00	
	16 4½ lb. wts.	1.80	
	8 5 lbs. wts	1.00	
	1 hank cord	.90	
	2 locks OB925	1.40	
	3 pr 3½x3½ D. B.	.90	
	½ set sim facts	.40	
	1 casement fast (mortise)	.20	
	6 sash locks	.60	
	1 sash 10x12 - 4 lts	1.10	
May 21	50 2-4-8 N. C.	9.35	
	1 2-6-12 N. C.	.42	
	1 2-6-6 N. C.	.21	
	4 1-6-16 T & G Sheathing	1.12	
	100 Lin. ft. 1x4 D4 S Sheathing	1.50	
	5 lbs. 7d slim galv. nails	.45	
	5 1-4-10 #1 R. W.	1.50	

	5 1-3-10 #1 R. W.	$ 1.13	
May 24	30 4x8 Sheetrock	38.40	
	3 sets jambs & rabbett	3.00	
	5 pcs. 1-4-12 #1 Fir	1.65	
	2 pcs. 1-4-14 "	.77	
	5 pcs. 1-4-18 "	2.46	
	24" stool & apron	1.44	
	170' 1x6 #1 Fir	6.80	
	1 4-4-8	.55	
	32' E. M. German Siding	1.76	
	1 qt. White paint	.95	
	Balance brot forward		$454.41
May 25	4 1-2-14 #1 R. W.	.84	
	2 1-2-16 "	.48	
	26' 26" Galv. Screening	2.14	
	22' 26" " "	1.80	
	12' 30" " "	1.13	
	180' Screen Mldg.	1.80	
	½ lb. galv. tacks	.20	
	½ lb. " Brads	.10	
	2 screen door 2/8x6/8 Bronze	9.00	
	2 screen door sets	.50	
	7 sets screen hangers	.84	
	40' 2x2 Fir	.80	
	12' E. M. German siding	.66	
	40' 1x2 L. R. W	.60	
	½ gal. Floor Deck Paint	1.90	
May 25	3 doors 2/6x6/6 2 panel	10.50	
	3 locks D. B925	2.10	
	3 pr. 3½x3½ D. B.	.90	
	375' 1-3/8" Lattice	3.75	
	1 lb. 3d. galv	.10	
	5 lb. 8d fin. nails	.30	
	6 sets inside wd. bead	.90	
	2 3' carpet strips	.30	
	1 pc. large O.G.	.06	
May 27	1 1-3-8 #1 R. W.	.18	
	1 - ½ gal Dk. Buff	4.75	
	3 lbs. 8d fin. nails	.18	
	2 lbs. 4d fin common	.14	
	131' 2 " cove	2.62	
	41' 3/4" - 1/4 Round	.41	
	100 Cor. facts	.20	
	½ gal. linseed oil	.70	
	2 cement	1.40	
May 28	1 1-2-8-24 Fir	1.92	
	2 2-8-14 N. C.	1.33	

	9 2-8-8 N. C.	$ 3.36	
	1 4-4-24 Fir	1.92	
	3 4-4-14 "	2.80	
	15 2-4-9 N. C.	3.15	
	260' 1x6 T & G Sheathing	9.10	
	2 sqs. Red 4/1 shingles	12.30	
	10 bbs. 16d common	.50	
	Balance brot forward		$543.07
May 28	20 lbs. 8d common	1.00	
	367' 1x4 #1 Fir flg.	18.35	
	150' E. M. German siding	8.25	
	5 lbs. 7d. slim glat.	.45	
	1 ck. rail wd. frame	3.50	
	1 ck. rail wd	2.50	
	16' Large O. G.	.32	
	10 2-4-8 N. C.	1.89	
June 1	10 4x8 sheetrock	12.80	
	2 1-4-12 #1 Fir	.66	
	2 1-4-14 "	.77	
	2 1-4-18 "	.99	
	2 1-6-10 "	.90	
	75' 2" Cove	1.50	
	80' 1-4-8 #1 Fir flg.	4.00	
	1 lb. linseed putty	.12	
	1 qt. Oak Leaf Brown	.95	
	1 qt. Lt. stone floor & deck	1.00	
	4 4½ lb. wts.	.45	
	1 hank cord	.95	
June 2	1 1-4-14 #1 Fir	.39	
	1 sash lock	.10	
	1 4x8 sheetrock	1.28	
	5 lbs. 7/8x11 galv. nails	.50	
	6 2-4-9 N. C.	1.26	
	5 2-4-8	1.27	
	2 2-2-16	.64	
June 6	2 lbs. 7d slim galv.	.18	
	125' E. M. German Sidg.	6.88	
	12' Large O. G.	.24	
	1 set inside wd. bead	.15	
	1 pr. 1" ornamental hinges	.15	
	8 hooks and eyes	.20	
	12 pcs. 1-3/8" lattice ---		
	½ gal. dark buff	1.65	
	35½' 48" Galv. screening	4.62	

	60' Screen mldg.	$ .60	
	½ lb. 3/4" Galv. brads	.10	
	1 qt. dark buff	.95	
June 7	1 door button	.10	
	2 2-2-5	.20	
	9½' 24" galv. screening	.62	
	5' - 32" " "	.46	
	1 1-4-10 #1 R. W.	.30	
	1/4 lb. galv. tacks	.15	
	Balance brot forward		$ 627.26
June 25	9' 48" Galv. screening	1.35	
	1 2-2-10	.20	
	16' screen mdlg.	.16	
	1/4 lb. galv. tacks	.15	
	1/4 lb. " brads	.05	
	24" E. M. German siding	1.32	
	6 2-4-10 Fir	1.80	
	2 lbs. 7d slim galv.	.18	
	2 lbs. 16d common	.10	
	1 qt. buff	.95	
	1 qt. brown	.95	
	1 set rabbett	.27	
Balance due on lumber and building supplies		634.74	
	County Bldg. Permit	1.00	
	Artesian Well	100.00	

Labor and Materials by Edw. Leatherbury, Md Master Plumber, installing Coaks electric pump, drain board kitchen sink and flush closet with septic tank and proper drains. $294.00

Materials, labor and fire underwriters inspection on 3 wire electrical service & house wiring 56.85

Carptenter's Labor 244.41

Primium on fire and windstorm insurance policies 10.64

Total $1341.64

1085.00

$ 256.64

May 3 Paid on account	$75.00
May 12 " " "	10.00
June 2 " " "	500.00
June 16 " " "	500.00
	$1085.00

Balance due Thomas Lbr. Co. $256.64

Recorded Aug. 2. 1938 at 10-20 A. M.

State of Maryland, Anne Arundel County Sct:

I hereby certify that the foregoing Mechanics' Lien was truly taken and copied from

Liber Mechanics' Lien Docket F. A. M. No. 3 folio 212, one of the Mechanics' Lien Book 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 11th day of January A. D. 1939.

(Court Seal) John H. Hopkins, 3rd.,
Clerk.

Bond -- Filed and Approved February 6th., 1940.

Know all Men by these Presents,

That We,George E. Rullman, of Anne Arundel County, 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 Fifteen Hundred Dollars to be paid to the said State or its certain Attorney, to which payment well and truly to be made we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents--sealed with our seals and dated this third day of February, in the year of our Lord one thousand nine hundred and forty.

Whereas, the above bounden, George E. Rullman, by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County, has been appointed trustee to sell the real estate mentioned in the proceedings in the case of W. M. Thomas Lumber Company, a body corporate, vs. Mary M. Eimer and John P. Eimer, her husband, No. 7757 Equity, now pending in said Court:

Now the Condition of the above Obligation is such That if the Above Bounden, George E. Rullman, do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered — George E. Rullman (Seal)
in the presence of — (Corporate Seal) — National Surety Corporation
Granville Lee Meredith — By Wm. M. Murphy
Attest as to Surety: — Attorney-in-Fact.
Granville Lee Meredith

Order of Publication -- Filed February 8" 1939.

The object of this suit is to procure a Decree for the sale of property known and designated as Lots Nos. 23, 24, and 25, of Block 19, according to the Plat of Avalon Shores, Anne Arundel County, recorded in Plat Book F. S. R. No. 3, folio 48, of the Land Records of Anne Arundel County, to satisfy a Mechanics Lien in the amount of $256.64 and interest due the Plaintiff.

The Bill of Complaint states that the Defendant, Mary M. Eimer, is seized and possessed of the lots designated above, which are improved by a one-story frame bungalow, containing four rooms, bath and porch, and that the Plaintiff, the said W. M. Thomas Lumber Company, was the contractor and builder of said frame bungalow for the Defendant on the aforesaid lots of ground, and that the said Mary M. Eimer is the owner, or reputed owner of said lots on which said bungalow is made and erected, and that said bungalow was erected for the Defendants in pursuance of a contract between the parties and that there is a balance due and owing on said

contract in the amount of $256.54, and interest thereon, of which no part has been paid or satisfied. The contract was completed on the second day of August, 1938, by the Plaintiff, and within six months after the furnishing of said materials and the performing of such work the said Plaintiff filed in the office of the Clerk of the Circuit Court for Anne Arundel County its lien for the amount claimed, $256.64, with interest from the 7th day of June, 1938, under the General Laws of Maryland relating to Mechanics Liens.

And the Plaintiff prays the Court to pass an Order in the premises that a Decree be passed for the sale of said property described in said claim, and that the proceeds thereof be applied to the payment of the claim of the lienor, and others who may be entitled to the same under the order and direction of this Court.

It is thereupon this 8th day of February, in the year 1939, Ordered by the Circuit Court for Anne Arundel County, in Equity, that this Plaintiff by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County, once each week for four successive weeks before the 11th day of March, 1939, give notice to the said non-resident Defendants of the object and substance of this Bill, warning them to appear and be in this Court in person, or by Solicitor, on or before the 27th day of March, 1939, to show cause, if any they have, why a Decree should not be passed as prayed and further that the Sheriff of Anne Arundel County attach to the improvements on the lots mentioned in this proceeding, and make a return thereof in accordance with the law, for such cases made and provided.

John H. Hopkins, 3rd.,
Clerk.

Decree Pro Confesso and Order to take testimony on behalf of the Plaintiff.

Filed Dec. 11th., 1939. Order Dec.12,1939fd.

To The Honorable, The Judges of Said Court:-

The Petition of the W. M. Thomas Lumber Company, a body corporate, by George E. Rullman, its Attorney, respectfully shows:

That the Order of Publication heretofore issued herein has been duly published in the Maryland Gazette, a newspaper published in Anne Arundel County once in each week for four successive weeks as prescribed in said order, Publisher's Certificate filed herewith and prayed to be taken as a part hereof, and that a copy of the Bill of Complaint was posted on the premises by the Sheriff of Anne Arundel County; and the Defendants, Mary M. Eimer and John P. Eimer, her husband, have failed to appear either in person or by Solicitor, and answer the Bill of Complaint herein filed against them.

Your Petitioner now prays that the Bill of Complaint be taken pro confesso against said non-resident Defendants, and that leave be given the Plaintiff to take testimony before one of the standing examiners of this Court to support the allegations of the Bill.

And, As In Duty Bound, etc.

George E. Rullman,
Attorney for Plaintiff.

Upon the foregoing Petition it is this 12th day of December, in the year 1939, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed that the said Bill of Complaint be, and the same is hereby taken pro confesso against the said non-resident Defendants, and be it further ordered that leave be granted to the Plaintiff to take testimony before one of the standing examiners of this Court to support the allegations of the Bill.

Ridgely P. Melvin, Judge.

Certificate of Publication Annapolis, Md., Dec.9,1939

We hereby certify, that the annexed Order of Publication - Thomas Lumber Co. vs. Mary M. Eimer & husband Equity No. 7757 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of March, 1939. The first insertion being made the 9th day of February, 1939.

The Capital-Gazette Press, Inc.

By A. Friend.

C Decree for Sale -- Filed January 31st., 1940.

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

It is thereupon this 31st day of January, in the year Nineteen Hundred and Forty (1940), by the undersigned, one of the Judges of this Court, and by authority of this Court, adjudged, ordered and decreed that the real estate mentioned in these proceedings be sold, and that George E. Rullman be and he is hereby appointed Trustee to make such sale, and that the course and manner of this proceeding be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by him, with a surety or sureties to be approved by the Clerk of this Court, in the penalty of Fifteen hundred Dollars, conditioned for the faithful performance of the trust reposed in him by this Decree, or which may be reposed in him by any future order or decree in the premises; he shall then proceed to make the said sale, having first given at least three weeks previous notice inserted in some newspaper published in Anne Arundel County, and such other notice as he may think proper; of the time, place, manner and terms of sale, which terms shall be as follows:

One-half of the purchase price to be paid in cash on the day of sale, or at the option of the Trustee, on the final ratification of such sale by this Court, and the balance in six months from the day of sale, or all cash at the option of the purchaser or purchasers, the deferred payment to bear interest from the day of sale, and to be secured by the bond of the purchaser or purchasers with security to be approved by the Trustee; and if not sold at public sale on the day so advertised, the said Trustee shall proceed to make sale or sales at either private or public sale, to the best advantage, and upon the terms above set forth.

And as soon as may be convenient after any such sale, the Trustee shall return to this Court a full and particular account of the same, with an affidavit to the truth thereof, and of the fairness of such sale annexed, and on the ratification of such sale by this Court, and on the payment of the whole purchase money, (and not before), the said Trustee, by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs, the property to him, her or them sold, free, clear and discharged of all claims of the parties to this cause.

And the said Trustee shall bring into this Court the money arising out of such sale or sales, and the bonds which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commissions to the said Trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged this trust.

Ridgely P. Melvin,

Judge.

Testimony on behalf of the Plaintiff, Jany. 13th., 1940.

Testimony on behalf of the Thomas Lumber Co.,

Mr. George E. Rullman, Solicitor for Plaintiff.

Decree Pro Confesso and Order for Testimony, December 12th, 1939.

John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

Witnesses:-

John M. Thomas,----------2 to 6

Edwin W. Hallock,----------7 to 8

Charles O. Proctor,---------- 9 to 10

Harold J. Katski,---------- 11 to 12

C. Edward Leatherbury,---------- 13 to __

Taylor Leatherbury,----------14.

John M. Thomas, a witness of lawful age, being first duly sworn, deposes and says:-

(Rullman)

1. State your name and residence?

A. John M. Thomas, Shadyside, Md.

2. What connection have you with the William M. Thomas Lumber Company?

A. I am Secretary-Treasurer.

3. The William M. Thomas Lumber Company is a body corporate of the State of Delaware engaged in business at Shadyside, Anne Arundel County, Maryland?

A. It is.

4. What sort of business does the William M. Thomas Lumber Company engage in?

A. Retailing lumber and building supplies, and accepting contract for the building of houses, which we sub-contract to workmen for the construction of the houses. We collect the money, see that all workmen are paid in any case where we accept an order for the construction of houses,- we are general contractors.

5. Do you know Mrs. Mary M. Eimer?

A. Yes, Mrs. Mary M. Eimer and John P. Eimer, her husband.

6. Did you have any transaction with Mrs. Mary M. Eimer and her husband John P. Eimer?

A. Yes, both Mary M. Eimer and John called me one day and asked me to come to Washington to their home, at that time on U street, I don't recall the number, I went there that evening and they told me they wanted me to build them some small house at Avalon Shores on lots which they owned at that location, and I asked them what type of house, that they did not know, there was only two of them and they stated any small house finished so they could live there would do, and they asked that I start construction on the house immediately and have it so they could move in as quickly as possible. They asked me about what such a house would cost and I told them approximately $1500; they asked then that I try to cut that price down a little bit and see if I could not construct the house for approximately $1200. I told them I would try to do so. They gave me a small down payment at that time of $75 on May 3rd, 1938, I started construction on May 7th, 1938.

7. Was there an agreement that the house was to be built for $1200?

A. No sir, I told them the house with the plumbing and everything would cost approximately

$1500, but they told me to try to keep it to $1200, which I told them I thought I could do, I was to bill my account to them at regular selling prices of materials.

8. You did construct the house there?

A. Yes, we started constructing the house, during the construction when nearly completed Mr. Eimer came down one day with a man in a taxi and he told Mr. Hallock the porch was not large enough, he wanted us to put the porch down the full length of the house, 8 feet wide and 24 feet long.

I was not there that day, he told Mr. Hallock the carpenter, and the carpenter rather than take his say so spoke to me and I went to Washington and saw both Mr. and Mrs. Eimer to see if that was definitely what they wanted too, and told them at that time would cost more money than $1200 which they told me to try to construct the house for. They told me they would not be satisfied with a small porch and wanted me to put on the big porch.

9. Did they actually authorize and direct you to put on the larger porch?

A. They directed me to put it on.

10. You did advise them it would cost more?

A. I did, and they told me they wanted it on there and would not have the house unless it was on there.

11. Has the house been completed?

A. After I had gone as far with the house as I thought I should I notified them,- but before I had a chance to notify them they had moved in while we were still working on it, and Mr. Hallock the original carpenter was called off on another job and Mr. Eimer sent me word he wanted a couple of other things, small things, done there and I sent Mr. Proctor down to do it, whatever Mr. Eimer wanted done that the job was on material and time.

12. Did you advise Mrs. Eimer that these additions being placed there were to be charged to her? A. Yes.

13. And did she agree to pay for them in addition to the $1200 agreed on?

A. There was no definite price in the beginning, it was known I was going to charge them for whatever material and labor went into the building the house.

14. Did you advise her as to that?

A. Yes, that was the original agreement and when told me to put the porch on I told them would run over $1200 at that time.

15. Did they pay for the amount of the Contract?

A. No sir, during my construction they brought in three different additional payments,- they paid me on May 12th, gave me $10, that I believe was paid in Washington, we were moving hid furniture for him and he gave me $10 at that time to apply on his account; on June 2nd, he, or both of them, left at the office at Shadyside $500, and on June 16th they again left $500, that made a total of $1085 which they paid me on account.

16. Did they make any further payments?

A. No sir, at that time I sent Mr. Proctor down there to complete the house to their satisfaction and Mr. Proctor advised me he has been there and Mr. Eimer had told him that everything was completed, and Mrs. Eimer was there. About two weeks after that I presented my bill to Mr. and Mrs. Eimer for the balance, Mr. Eimer said nothing. I received a letter shortly after that from Mr. Eimer, dated August 6th, 1938 from Shadyside, which speaks for itself, - I told him I was not interested in buying the house back.

.....Letter filed as Exhibit No. 1

In the letter he agreed to sell me the property for $1,000 including the construction. I then made a personal call and told them I was not interested in buying back the property I only wanted to be paid the balance due on our bill.

17. The contract price was what amount?
A. There was no contract price.

18. The cost of construction as you agreed upon?

A. The final total bill was $1341.64 which included Fire Insurance and Building Permit which they also authorized me to secure for them.

19. That Insurance was made payable to them for their benefit?

A. Yes, made in their name and the policy was delivered to him.

Since that time I have renewed that policy in his name so that the house would be protected because it expired on June 9th, 1939, that has been since I filed this lien. That was $8.64.

20. Have you the receipt for the Insurance you paid?

A. Yes, ...Filed as Exhibit No. 2.

21. That is in addition to your $256.64? A. Yes.

22. They did not settle the balance, then what did you do?

A. I put the account in your hands for collection and they moved out.

24. Then what happened?

A. Still trying to collect, I put it in your hands and you filed a Mechanic's Lien in the office of the Clerk of this Court on August 2nd, 1938.

.....Certified copy of Mechanic's Lien filed as Exam. Exh. 3

25. Have any other payments been made other than showed on that lien now in evidence?

A. No sir there have not.

26. What property did you construct this house on?

A. Their lots at Avalon Shores, Anne Arundel County.

27. I hand you certified copy of a deed from Avalon Shores, Inc. et al to Mary M. Eimer dated October 12th, 1932 conveying lots 23-24-25 in Block 19 of Avalon Shores, is that the property on which you constructed the house, said deed recorded F. S. R. 104, folio 121?

.....Offered as Exhibit 4.

A. Yes that is the property on which I constructed this house.

28. Have you paid for all the labor and mechanics that have been employed on this building?

A. Yes sir the Thomas Lumber Co. has paid them all and they are all here in Court today.

29. What was the type of house that was built?

A. A one story bungalow, 22X24 with a porch 7 feet by 24 feet and porch in the rear; 4 rooms and composition roof, and it has plumbing, we installed electric pump, 20 X 24 kitchen sink, flush closet and septic tank, drain system and artesian well. Also installed electric lights.

30. Has Mrs. Eimer refused to pay the balance due the Thomas Lumber Co.?

A. Yes.

31. And they have made no other payments other than shown there? A. That's right.

32. Have you called on her for payment?

A. Yes, I have been there several times and asked for payment and they stated they would not pay.

33. When was the Contract completed?

A. I paid the carpenter for the last day June 5th, 1938.

34. And you filed your lien on August 2nd, 1938?

A. Yes.

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

A. No.

John M. Thomas

Edwin W. Hallock, a witness of lawful age, being first duly sworn deposes and says:-

1. State your name and residence?

A. Edwin W. Hallock, Shadyside, Anne Arundel County, by trade a carpenter.

2. What sort of carpenter work do you do?

A. Just building cottages mostly around the shores, for Mr. Thomas and others.

3. Were you ever employed by the Thomas Lumber Company?

A. Yes, off and on for five years at least.

4. You heard Mr. John Thomas on the stand just before you describe the Eimer house at Avalon Shores, did you work on that house?

A. Yes I did, I built the house from the foundation to the finish.

5. Did you complete your work there?

A. I completed it as far as I was instructed to go and Mr. Proctor finished a little added on after I finished mine, probably made a little change in a door or something.

6. Did you see Mr. and Mrs. Eimer there at any time?

A. Yes, they came there once while I was there.

7. Were they living in the house before the time you finished work?

A. They moved in some furniture before I finished but they were not living there.

8. Did they offer any objection to the way the house was constructed or what it was?

A. No, except on one occasion it seems to me we altered the back part of it, it was to be a porch and we closed that in and made us do a little extra work and then afterwards they added the porch.

9. They wanted an addition too? A. Yes.

10. Is the house as constructed, is that described by Mr. Thomas? A. Exactly.

11. Have you been paid for your services on that house? A. Yes, every penny.

12. Was the material and supplies delivered to the house while you were there? A. Yes.

13. Will you look at this list which I hand you, which is the Mechanic's lien filed showing materials delivered would you say that all that material was delivered on this job?

A. No doubt every bit of it was there. These are the tickets which are signed for the delivered, no doubt in my mind at all that these all went in the job.

.....List attached to Lien filed. Exhibit 3

Tickets for same filed. Exhibit 3-A

14. You have no further claim for your services? A. No sir.

15. You were paid by whom?

A. Mr Thomas of The Thomas Lumber Company.

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

A. No.

Edwin W. Hallock.

Charles O. Proctor, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name, residence and occupation?

A. Charles O. Proctor, Churchton, Md.; Carpenter by trade.

2. What sort of carpenter work do you do ?

A. Build houses and bungalows, construction work.

3. Ever do any work for the Thomas Lumber Company? A. Yes.

4. You have heard Mr. Thomas on the stand describe the Eimer cottage at Avalin Shores, did you work on that cottage? A. Yes.

5. What did you do there?

A. I changed the screen door from the end porch to the side porch, changed the steps and put a rail down the steps.

6. What else? A. That was all.

7. Do you know who had been the carpenter in charge before you came there?

A. Mr.Hallock.

8. Did you ever see Mr. and Mrs. Eimer there?

A. Yes sir, they were there the day I did the work there.

9. Were they living in the house? A. Yes sir.

10. Furniture all there? A. Yes sir, living there.

11. Say anything about the house to you?

A. All they said they wanted to change the screen door from where it was on the other side.

12. You had been sent there by Mr. Thomas?

A. Yes, to do as they said to do, and very well satisfied when I finished and both of them said they were satisfied.

13. Satisfied with your job or the whole thing?

A. They said they were satisfied, did not say whether whole thing or what.

14. Take you in the house?

A. Yes sir, showed me all around the house, furniture all set up and living there.

15. Have you been paid for your services on that house? A. Yes sir.

16. Who paid you? A. Thomas Lumber Company.

17. You have no further claim against the Thomas Lumber Company for your servicesthere?

A. No sir.

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

A. No.

Charles O. Proctor.

Harold J. Katski, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name and residence? And your occupation?

A. Harold J. Katski, Sudley, Anne Arundel County, electrical contractor by occupation.

2. You do electrical work? A. Yes sir, wiring, etc.

3. Do you know Mr. John M. Thomas of The Thomas Lumber Company? A. I do.

4. Ever do any work for them? A. Considerable, yes sir.

5. You heard Mr. Thomas describe the construction of the cottage for Mr. and Mrs. Eimer at Avalon Shores, did you do any work on that house?

A. I put the electrical system in.

6. What did that consist of?

A. Wiring living room, 2 bedrooms, kitchen, bath, front porch with ceiling outlet in each room with porcelaine, chain fixtures in each room, pulley chain, and hangin_ of one extra fixture on the front porch furnished by the owner, and installing of switch to operate that, duplex receptacle in the kitchen for the separate circuit, and installation of three wire heavy duty out door meter service, that is service runs up side of the building that will take care of anything, they had in mind putting in an electric range which had to be installed, and Fire Underwriters Inspection of the whole job.

7. Did you complete that job?

A. Yes, service turned on and meter installed

8. Passed inspection satisfactorily? A. Yes.

9. You were a sub-contractor? A. Yes.

10. Do you recall the amount of the contract? A. $56.85.

11. Were you paid that amount?

A. Yes sir, by the Thomas Lumber Company.

12. Not by Mr. or Mrs. Eimer? A. No sir.

13. You have no further claim against The Thomas Lumber Co. for work on this house?

A. No sir.

14. While you were there did you see Mr. and Mrs. Eimer?

A. Yes sir, both were there.

15. Did they say anything to you about the construction of the house or your work in the house?

A. The question was asked what I was to install and the plan of construction called for a smaller number of outlets than what they wanted and they instructed me to put in more, and also to change from two wire service to three wire heavy duty service in order to take care of electric range installation, and I, in turn, verified it by Mr. Thomas, it was satisfactory to go ahead and he told me to do it.

16. Mrs. Eimer told you she wanted more outlets after you told her what you were going to do?

A. Yes.

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

A. No.

Harold J. Katski.

C. Edward Leatherbury, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name, residence and occupation?

A. C. Edward Leatherbury, Shadyside, Anne Arundel County, Md.; Licensed plumber.

2. You have heard Mr. Thomas' testimony as to the construction of the cottage for Mrs. Eimer at Avalon Shores, did you do any work on that job?

A. Yes, I put in an electric pump, drain board, kitchen sink, flush closet, septic tank and proper drains for tank.

3. You were employed by whom?

A. I took the contract from W. M. Thomas Lumber Co. and was paid by them.

4. You knew the Thomas Lumber Company were general contractors?

A. Yes. I received payment June 4th, 1938 of $294.

5. Did you complete your contract? A. Yes.

6. The Eimers ever offer any complaint?

A. I have never seen the Eimers, they were not there when I was working there, not that I can remember.

7. Your plumbing passed the usual inspection was satisfactory? A. Yes.

8. You have been paid by whom?

A. William M. Thomas Lumber Company.

9. Been paid nothing by the Eimers?

A. No sir, never saw them.

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

A. No.

C. Edw. Leatherbury

Taylor Leatherbury, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name, residence and occupation?

A. Taylor Leatherbury, Shadyside, Md.; Well driller, R. M. Leatherbury and Sons.

2. Do you know the Eimer property?

A. Yes, I know it, it is in Avalon Shores as described by Mr. Thomas.

3. What, if any, work did you do on that property?

A. We drilled an artesian well there, pump well.

4. By whose order did you do that?

A. Thomas Lumber Company.

5. Did you get water? A. Yes.

6. Satisfactory well?

A. Yes sir, well been hooked up and in use, electric pump hooked to it.

7. Did you place the pump?

A. No sir I just drilled the well and got the water, water is there for use and can be used.

8. Enough water there for general household use? A. Yes.

9. Ever see Mr. and Mrs. Eimer down there? A. No sir.

10. Have you been paid for your services there?

A. Yes sir, by the Thomas Lumber Company.

11. The Eimers ever pay you any money?

A. No sir, never saw them.

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

A. Nothing else.

Taylor Leatherbury.

There being no other witnesses to be examined, no further testimony desired on behalf of the Plaintiff, this testimony is now closed, and at request of Plaintiff's Solicitor is returned to the Court.

Witness my hand and seal this 18th day of January, 1940.

Jno. S. Strahorn, (Seal)
Examiner.

Exhibits Nos. 1,2,and 3-A, Vouchers, etc. filed with Testimony.

Report of Sale -- Filed March 6" 1940.

To The Honorable, The Judges of Said Court:-

The Report of Sale of George E. Rullman, Trustee, as hereinafter mentioned, respectfully shows:

That under and by virtue of a Decree of the Circuit Court for Anne Arundel County, dated the 31st day of January, 1940, in the above entitled cause, the said George E. Rullman was appointed Trustee to sell the hereinafter described property; and after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the Decree, and of the law for such cases made and provided, offered the property in said proceedings mentioned for sale at public auction at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, March 5, 1940, at eleven o'clock, A. M., and then and there sold the said property to the W. M. Thomas Lumber Company, at and for the sum of Five Hundred Dollars ($500.00), it being then and there the highest bidder therefor, the said property being described as follows:

All that piece or parcel of land and premises situate, lying and being in Anne Arundel County, Maryland, and described as follows:

Lots Nos. twenty-three (23), twenty-four (24) and twenty-five (25), in Block Nineteen (19), as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932, P. R. Rupert, Engineer, Section A," recorded in Plat Book F. S. R. No. 3, folio 48, of the Land Records of Anne Arundel County.

Being the identical property which was conveyed to Mary M. Eimer by Avalon Shores, Incorporated, et al, by deed dated October 12, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 104, folio 121.

And the said Trustee further reports that he has received from the said purchaser a deposit as required by the terms of sale, and has also received the Purchaser's agreement to comply with the terms of sale which are as follows:

"Terms of Sale: One-half of the purchase price to be paid in cash on the day of sale, or at the option of the Trustee, on the final ratification of such sale by this Court, and the balance in six months from the day of sale, or all cash at the option of the purchaser or purchasers, the deferred payments to bear interest from the day of sale, and to be secured by the bond of the purchaser or purchasers with security to be approved by the Trustee; and if not sold at public auction on the day so advertised, the said Trustee shall proceed to make sale at either private or public sale, to the best advantage, and upon the terms above set forth."

Respectfully submitted,

George E. Rullman, Trustee.

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

I hereby certify that on this 5th day of March, in the year 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George E. Rullman, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth; and that the said sale was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) Granville Lee Meredith,
Notary Public.

Advertisement of Sale -- George W. Scible, Auctioneer.

Trustee's Sale of valuable Property improved by a one-story frame bungalow, with modern improvements, located at Avalon Shores, in the Seventh Election District of Anne Arundel County, Md.

By virtue of the decree of the Circuit Court for Anne Arundel County, dated the 31st day of January, 1940, in the cause of W. M. Thomas Lumber Company vs. Mary M. Eimer and John P. Eimer, her husband, Equity No. 7757, the undersigned trustee will offer at public sale at the Court House door, Annapolis, Md., on Tuesday, March 5th, 1940 at 11:00 o'clock A. M., the following described property, to wit:

All that piece or parcel of land and premises situate, lying and being in Anne Arundel County, Maryland, and described as follows: Lots Nos. twenty-three (23), twenty-four (24) and twenty-five (25), in Block nineteen (19), as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932, P. R. Rupert, Engineer, Section A," recorded in Plat Book F. S. R. No. 3, folio 48, of the Land Records of Anne Arundel County.

Being the identical property which was conveyed to Mary M. Eimer by Avalon Shores, Incorporated, et al, by deed dated October 12, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R., No. 104, folio 121.

Terms of Sale:- One-half of the purchase price to be paid in cash on the day of sale, or at the option of the Trustee, on the final ratification of such sale by this Court, and the balance in six months from the day of sale, or all cash at the option of the purchaser or purchasers, the deferred payment to bear interest from the day of sale, and to be secured by the bond of the purchaser or purchasers with security to be approved by the Trustee; and if not sold at public auction on the day so advertised, the said Trustee shall proceed to make sale at either private or public sale, to the best advantage, and upon the terms above set forth.

George E. Rullman, Trustee,
Lee Bldg., 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, March 5, 1940, at 11:00 o'clock, A. M., the within described property, and then and there sold the same to W. M. Thomas Lumber Company at and for the sum of Five Hundred Dollars ($500.00), it being then and there the highest bidder therefor.

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

I hereby certify that I, on behalf of the W. M. Thomas Lumber Company, did purchase the within described property at Public Sale at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, March 5, 1940, at 11:00 o'clock, A. M., at and for the sum of Five Hundred Dollars ($500.00), and hereby agree to comply with the terms of sale as herein set forth.

Witness: W. M. Thomas Lumber Company

Granville Lee Meredith. John M. Thomas, Secretary

ORDER NISI

Ordered, this 6th., day of March, 1940, That the sale of the real estate mentioned in this proceedings, made and reported by George E. Rullman, Trustee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 8th., 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 8th., day of April next.

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

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Apr. 6, 1940.

We hereby certify, that the annexed Order Nisi - No. 7757 Equity - W. H. Thomas Lumber Co. vs. Mary M. Eimer - Sale - was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of April, 1940. The first insertion being made the 7th day of March, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered By The Court, This 10th day of April, 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 the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge

Auditor's Report and Account -- Filed April 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. W. M. Thomas Lumber Company, a body corporate, etc, vs. Mary M. Eimer and husband in ac. with George E. Rullman, Trustee

To Trustee for Commissions	$	$ 33.00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	30.50	
Auditor	9.00	49.50
To Trustee for Expenses, viz:		
Capital-Gazette Press - Publishing order of publication	41.00	
Capital-Gazette Press - handbills	5.50	
Capital-Gazette Press - advertising sale	23.25	
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 - certified copies	5.50	
John S. Strahorn - examiner	8.00	
Juliet D. Strahorn - stenographer	5.50	
George W. Scible - auctioneer	10.00	
National Surety Co. - bond premium	10.00	
Granville L. Meredith - notary tee	.50	
One-half Federal and State revenue stamps	.50	119.75

Amount brought forward	$	$202.25
To W. M. Thomas Lumber Co., lienor - in full for Mechanics Lein claim filed		295.71
To Mary M. Eimer - this balance		13.19
		$511.15

Cr.Mar. 5, 1940	Proceeds of sale	$500.00
	Refund of 1940 taxes	11.15
		$511.15

ORDER NISI

Ordered, This 15th day of April, 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 16th 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 16th., day of May next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., May 11, 1940.

We hereby certify, that the annexed Order Nisi - W. M. Thomas Lumber Co. - Aud. 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 16th day of May, 1940. The first insertion being made the 18th day of April, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 17 day of May, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,

Judge.

John Jubb & wf. : No. 1521 Equity

to : In the Circuit Court for

Thomas S. Jacobs. : Anne Arundel County.

Trust Estate of John Jubb. -- Filed 30 January 1892

This Deed made this 27th day of January in the year Eighteen hundred and ninety two by John Jubb and Kate E. Jubb, his wife both of Anne Arundel County and the State of Maryland, the said Kate E. Jubb joining in this deed for the purpose of conveying any dower interest she may have in the property of her husband the said John Jubb, so that said property may be sold to the best possible advantage.

Whereas, the said John Jubb is indebted unto sundry persons in various sums of money and desires to convey and assign all his property to Thomas S. Jacobs of said County and State in trust for the benefit of his creditors

Now, therefore, this deed witnesseth that for and in consideration of the premises and the sum of five dollars the said John Jubb and Kate E. Jubb his wife do hereby grant convey and assign unto the said Thomas S. Jacobs all the estate and property of the said John Jubb of every kind and description real personal or mixed, and wheresoever situate, the necessary wearing apparel and bedding for himself and family alone excepted. To have and to hold the same unto the said Thomas S. Jacobs, his heirs personal representatives and assigns, in trust and confidence nevertheless, for the following purposes to wit: First to take possession of the said estate and property, and without unnecessary delay to convert the same into money by the sale of so much thereof as is salably and the collection of so much thereof as is collectable, and to apply the proceeds, after the payment of the expenses of this trust, including a commission of ten per centum to the trustee for his services and such sum or sums of money as would be allowed the said John Jubb for exemption for property sold under execution, to the payment in full of all the debts due and owing by the said John Jubb, without preference or priority except as by law provided, if the net proceeds, shall be sufficient therefore, and if insufficient, then to the payment of the aforesaid debts pro rata, without preference or priority except as aforesaid. Secondly, after the payment in full of all debts as aforesaid, and all claims and demands whatsoever against the said John Jubb for which he may be liable, in trust to pay the surplus, if any there be to the said John Jubb his proper representatives and assigns.

And the said John Jubb for the purposes aforesaid, does hereby make constitute and appoint the said Thomas S. Jacobs his true and lawful attorney inevocable, in his name or otherwise, to ask demand sue for recover and receive of and from all and every person or persons all the property, goods, chattles wares merchandise, debts or sums of money due, owing or belonging to the said John Jubb and for all receipts and deliveries to make, execute and acknowledge due acquittances, and to compound for any doubtful debts, and further to do all other acts required to be done in the premises as fully and effectually as he the said John Jubb might or could have done if these presents had not been executed.

As witness the hands and seals of the said John Jubb and Kate E. Jubb the day and year first above written.

Test: John Jubb (Seal)

N. S. Dunlap Kate E. Jubb (Seal)

State of Maryland, Anne Arundel County to wit:

I hereby certify that on this 27th day of January in the year Eighteen hundred and ninety two before me the subscriber a Justice of the Peace of the State of Maryland in and for Anne Arundel County, aforesaid personally appeared John Jubb and Kate E. Jubb his wife and each acknowledged the aforegoing deed to be his act.

As witness my name

N. S. Dunlap J. P.

Bond of Trustee --Filed and Approved 30 January, 1892.

Know all men by these presents that we Thomas S. Jacobs and Robert W. Chard both of Anne Arundel County and State of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand Dollars current money to be paid to the State of Maryland or its certain Attorney; to which payment well and truly to be made and done we bind ourselves and each of us our and each of our heirs, executors and administrators jointly and severally firmly by these presents, sealed with our seals and dated this 28th day of January in the year Eighteen hundred and ninety two

Whereas, John Jubb by his deed dated January the 27th 1892 conveyed all of his property of every kind and discription to the said Thomas S. Jacobs in trust for the benefit of his creditors and that the said Thomas S. Jacobs has accepted said trust.

Now the condition of the above obligation is such that if the above bounden Thomas S. Jacobs shall well and truly perform the trust reposed in him by said deed of trust then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of T. F. Bottomley.

Thomas S. Jacobs (Seal)

R. W. Chard (Seal)

Petition of Trustee, Filed 30 January 1892. Order Feb. 1st 1892.

The Honr. The Judges of said Court

The petition of Thomas S. Jacobs trustee as hereinafter named respectfully shows That heretofore a certain John Jubb and Kate E. Jubb, his wife of said County by deed bearing date January 27" 1892 executed to your petitioner their deed of Trust conveying all the property real personal and mixed of the said John Jubb for the benefit of the creditors of said John Jubb

John Jubb

2 That the property so conveyed consists of Stock on farm and crops and also of two undivided eighths interest in a tract of land of which the father of said John died seized, which land is subject to the life estate of the mother of John and also, one eighth thereof, to a mortgage given to Josiah C. Armiger dated May 9" 1892 and recorded in Liber S. H. No. 38 folio 147 for the sum of$169.00 which is due in one year from its date. And the other one eighth of said land is encumbered by a mortgage to Robt W. Chard dated 26" October 1886 and recorded in Liber S. H. No. 29 folio 290 of said Land records and which includes a part of the personal property conveyed by said deed of trust. Said mortgage being to secure the payment in twelve months from the date thereof of the sum of $614.54

The property therefore conveyed to your petitioner being the equity of redemption in said interests in said land and in such of the personalty as is embodied in said mortgage and personalty not incumbered.

3. That your petitioner has accepted said trust and has filed his bond which has been approved by the Clerk in this Court as required by law and is about to advertise said property at public sale.

Your petitioner is advised that such trust should be administered in this Honr. Court and he prays your Honors to pass an order directing him at the same time of advertising said property for sale to give notice to the creditors of said John Jubb to file their claims with the Clerk of this Court property vouchered on or before some certain day to be named in said order or else to be excluded from participation in distribution of said estate

And that your petitioner may be further protected in the premises.

And as in duty &c.

E. C. Gantt,

Solr. for Petitioner

Circuit Court for Anne Arundel County Ordered this First day of February 1892 that Thomas S. Jacobs Trustee under a deed of trust from John Jubb and wife give notice to the creditors of said John Jubb to file their claims with the vouchers thereof with the Clerk of this Court on or before the 24th day of August inst. that they may otherwise be excluded from participation in said estate and that said notice be inserted in some weekly newspaper published in said County for three weeks before the 24" day of February next.

Oliver Miller

Report of Sale -- Filed 8 March 1892 and Order Nisi passed same day.

To the Honr. The Judges of said Court

The Report of Thomas S. Jacobs trustee under the deed of trust from John Jubb filed in this case respectfully shows

That after having given bond as required by law for the faithful discharge of his trust he advertised all of the personal property of the said Jubb as also his undivided interests in certain real estate to be sold at public sale on the 25 day of February 1892 said advertisements being published in the Maryland Gazette a newspaper published in said County for more than three weeks before the day of sale and also by handbills of each sale circulated throughout said neighborhood of said property

That in pursusnce of said advertisements he attended on the premises on the day and at the hour named and then and there in the presence of a large concourse of people proceeded to sell said property, first offering the personal property for sale and sold all of the said personalty that came to his sight and knowledge to different persons according to the terms of sale they being the highest bidders therefor. The amount of said sales being two hundred and eighty three dollars and eighty three cents, $283.83.

The Trustee then offered for sale the undivided interest of said John Jubb in the tract of land devised under the will of his father John Jubb deceased subject to the life estate of Mrs Ann R. Jubb and also subject to a mortgage from said John Jubb to Robert W. Chard to secure the sum of six hundred and fourteen dollars and fifty four cents this undivided interest being one eighth portion. For this property your trustee received no bid--for the reason so he respectfully submits that the said portion was encumbered for all it was worth.

He next offered the one eighth undivided interest in said tract which was conveyed to said John Jubb from his brother Elsey L. Jubb, also encumbered with said life estate of Mrs. Ann R. Jubb and also encumbered with a mortgage to Josiah C. Armiger for one hundred and sixty

nine dollars. And he sold said portion to the said Josiah C. Armiger for the sum of Seventy-six dollars who agreed to comply with the terms of sale. Your trustee did not deem it necessary to require any security from said purchaser as his interest in said land secures the payment of said purchase money

Your trustee further reports that at the sale of the personalty above reported he sold with the other articles of personal property of said John Jubb, a horse and cart for the sum of eighty six dollars which two articles were covered by a bill of sale to Robert W. Chard and were not properly belonging to the effects and property conveyed to your trustee by the deed of trust and the proceeds of such sale were turned over to said Chard.

He files herewith a schedule of the personal property sold as above mentioned and the prices obtained therefor.

All of which is respectfully submitted

Thos. S. Jacobs, Trustee.

Circuit Court for Anne Arundel County

On this 8" day of March 1892 before me the subscriber Clerk of the said Court personally appeared Thomas S. Jacobs trustee and made oath in due form of law that the matters and things stated in the aforegoing report of sale are true as therein set forth and that the sales therein reported were bona fide and fairly made.

Sprigg Harwood Clerk

Sheriff's Sale.

By virtue of two writs of fieri facias, issued out of the Circuit Court for Anne Arundel county, State of Maryland, one at the suit of Thomas S. Jacobs and one at the suit of H. Faust, both against the goods and chattles, lands and tenements of William H. Jubb, to me directed, I have seized and taken in execution all the right, title, claim, interest and estate, at law and in equity, of the said William H., in and to his undivided Eighth Interest in a Farm of 200 Acres, more or less, situated in the Third Election District of Anne Arundel county, and bounding on Stony Creek, and now occupied by John Jubb. And I hereby give notice that on the 3rd day of September, 1887, at 12 o'clock, M., at the Court House door, in the City of Annapolis, I will offer the said property so seized and taken in execution, by public auction, to the highest bidder for cash.

Aug. 11, 1887. R. P. Sellman, Sheriff.

ORDER NISI

Ordered, this 8 day of March 1892, That the sale of the Trust Estate of John Jubb made and reported by Thomas S. Jacobs Trustee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the Ninth day of April next; Provided, a copy of this Order be inserted in some newspaper printed in the City of Annapolis, once in each of three successive weeks before the 9" day of April next.

The report states the amount of Sales of personalty to be $283.83 and real estate $76.00

Sprigg Harwood, Clerk.

Office Maryland Gazette,

Annapolis, April 19, 1892

I Hereby Certify, That the annexed order of the Circuit Court for Anne Arundel County was published in the Maryland Gazette, a newspaper published in the City of Annapolis, once during each of three successive weeks before the Ninth day of April, 1892.

P. E. Porter, Editor.

Ordered By The Court, This 19th day of April, 1892, 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 commissions provided in the deed of trust filed in these proceedings and such proper expenses as he shall produce vouchers for the Auditor.

I. Thomas Jones.

In The Matter of The Sale of the Mort-	:	No. 7939 Equity
gaged Real Estate of Elmer F. & Edna M.	:	In The Circuit Court for
Daubert, & Isaiah N. & Bertha M. Pumphrey.	:	Anne Arundel County.

Mr. Clerk:

Enter the above foreclosure and enter my appearance for Mortgagee.

R. E. Kindred, Solicitor.

Mortgage & Assignment -- Filed January 16th., 1940.

This Mortgage, Made this 19th day of May in the year nineteen hundred and thirty-two between Elmer F.Daubert and Edna M. Daubert his wife and Isaiah N. Pumphrey and Bertha M. Pumphrey his wife of Anne Arundel County, in the State of Maryland, Mortgagors, and The William Street Permanent Loan and Savings Association No. 2 of Baltimore City, in said State of the second part a body corporate, duly incorporated, Mortgagee:

Whereas, the said Mortgagors being members of said body corporate, have received therefrom an advance of Twenty-seven Hundred ($2700.00) Dollars being the balance of the purchase money for the hereinafter firstly described property on Twenty shares of its stock, the execution of this mortgage having been a condition precedent to the granting of said advance

Now, Therefore, This Mortgage Witnesseth, that in consideration of the premises and of the sum of one dollar, the said Elmer F. Daubert and Edna M. Daubert his wife and Isaiah N. Pumphrey and Bertha M. Pumphrey his wife do grant, assign and convey unto the said mortgagee, its successors and assigns, all those lots of ground situate and lying in Anne Arundel County, on Old Quarterfield Road, Anne Arundel County, State of Maryland and No. 4 First Avenue, Brooklyn Park, State of Maryland, and described as follows:-

Beginning for the first at the beginning of the second line of land Conveyed by the Curtis Creek Mining Furnace and Manufacturing Company, a body corporate, to Charles Kriewald and Martha Kriewakd, his wife, by deed dated August 12th., 1916 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 130 folio 385 and running thence with said second line north thirty-two and one quarter degrees west 1433 feet and six inches to the centre of the County Road leading from Glen Burnie to Odenton at a point in the first line of land conveyed by the Curtis Creek Mining Furnace and Manufacturing Company to William H. Wade by deed dated October 16th, 1902 and recorded among the Land Records of Anne Arundel County in Liber G. W. No 25 folio 98etc. thence along the centre of said County Road with the use and benefit thereof in common with others the four following courses and distances; south 57½° west 110 feet; south 57½° west 540 feet; south 38½° west 150 feet; south 38½° west 109 feet; south 58° east 1641 feet; north 22 3/4° east 230 feet more or less to the beginning. Containing twenty and

seventy-two one hundredths acres of land more or less in fee - simple; save and excepting about five and seventy one hundredths acres of land heretofore conveyed.

Being the same lot of ground and premises described in a deed dated of even date herewith and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, from Isaiah N. Pumphrey and wife to the within named mortgagors.

Beginning for the second thereof:- Being known and designated as Lots numbered Twenty and Twenty-one in Section "AA" on the plat of Brooklyn Park Subdivision No. 1 of John K. Culver, as appears in the Land Records of Anne Arundel County, in Plat Book No. 1, Liber G. W. folio 127etc. Said lots having a combined frontage of fifty feet on the north side of First Avenue with an even rectangular depth of one hundred and twenty five feet, bounded on the north by a ten foot alley, on the east by lot Nineteen in Section "AA" on the south by First Avenue and on the west by Lot Twenty-two in Section "AA all in said Subdivision.

Being the tract of land conveyed by Christopher G. Myers and Zannie M. Myers his wife, by deed dated March 1st, 1919, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 6 folio 348 etc. to Isaiah N. Pumphrey and Bertha M. Pumphrey his wife.

And The Said Mortgagors, their heirs, personal representatives and assigns hereby covenant with the said body corporate, that they will pay to said body corporate as a bonus, two per centum of said mortgage loan in the event of said property being released within one year from the date hereof; and one per centum of the balance of said mortgage loan at any time thereafter.

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

To Have And To Hold the said Lots of Ground with the improvements and appurtenances aforesaid, unto the said William Street Permanent Loan and Savings Association No. 2 of Baltimore City its successors and assigns, in fee-simple

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

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows: that is, to pay weekly to the said mortgagee,its successors or assigns, the sum of Six dollars as dues until the said sum of Twenty-seven Hundred Dollars shall be repaid; and also to pay weekly, at the time and place specified by the mortgagee, the sum of Three Dollars and twenty-four cents as interest until the sum of One Hundred dollars shall be repaid in weekly dues, when the said weekly payments of Three Dollars and twenty-four cents interest shall be reduced twelve cents; and so on, and as often as One Hundred dollars shall be so repaid in dues, the weekly payments of interest shall be so reduced twelve cents; to pay all fines and penalties that may be imposed upon them by said mortgagee in accordance with its charter, constitution or by-laws, which by-laws, are hereby made a part hereof; to pay all taxes and water rent, and other public dues and charges for which the property hereby mortgaged is now or may become liable, when payable, and for the purpose of paying the same the said mortgagors hereby covenant to pay weekly to the said mortgagee, its successors and assigns, the sum of One Dollar which the said mortgagee shall from time to time apply to the payment of said expenses, and in the event that said sum should in any year during the continuance of this mortgage be insufficient to pay said expenses, then the said mortgagors will on demand pay the difference, but should said sum be more

than sufficient, the excess shall be credited to the mortgagors.

And the said mortgagors covenant to keep the improvements upon said property fully insured against loss by fire, in some insurance company approved by the mortgagee, and to deliver all policies to the mortgagee so framed as in case of fire, to inure to the benefit of the mortgage, its successors or assigns, to the extent of its lien hereunder, all of which payments and covenants shall continue in force until the sum of Twenty-seven Hundred ($2700.00) Dollars shall be repaid.

And it is agreed that until default be made in the premises, the said mortgagors, their heirs, personal representatives or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable.

And it shall be lawful for the said mortgagee, its successors or assigns, or for Ambrose Vogt its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage shall have continued four weeks to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit; upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said mortgagee may be deemed expedient: and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including Fifty Dollars a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

It Is Further Agreed, that in case the mortgagors cease to own, sell, transfer, or dispose of the within described property, without first obtaining the assent in writing of the mortgagee, then the unpaid balance shall immediately become due, and in default of payment this mortgage may be foreclosed.

As Witness the hands and seals of the within mortgagors.

Test: Elmer F. Daubert (Seal)

Ambrose Vogt Edna M. Daubert (Seal)

Isaiah N. Pumphrey (Seal)

Bertie M. Pumphrey (Seal)

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify, that on this 19th day of May in the year nineteen hundred and thirty-two before me, the subscriber, a Notary Public of the State of Maryland, in and for City of Baltimore personally appeared Elmer F. Daubert and Edna M. Daubert, his wife and Isaiah N. Pumphrey and Bertha M. Pumphrey 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 John B. Meyer the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth.

As Witness my hand and Notarial Seal.

(Notarial Seal) Ambrose Vogt.

Notary Public.

For Value Received and Without Recourse, the Acadia Federal Savings and Loan Association (successor to The William Street Permanent Loan and Savings Association No. 2 of Baltimore City, and by virtue of an Assignment dated August 23rd. 1937 and recorded among the Land Records of Anne Arundel Co. in Liber F. A. M. No. 176, folio 76) doth hereby assign the within mortgage and the mortgage debt secured thereby, to The Glen Burnie Savings and Loan Association of Anne Arundel County, this 10th day of June, 1939.

As Witness the corporate seal of the said body corporate, and the signature of John B. Meyer, President thereof.

Witness: (Corporate Seal) Acadia Federal Savings and Loan Ass'n.

Margaret M. Lurz By: John B. Meyer , President.

Received for Record 20 day of June, 1939, at 10-20 o'clock A. M. and the same day recorded in Liber F. S. R. No. 102, 277 1 Land Records of Anne Arundel County.

John H. Hopkins, 3rd.,

Clerk.

Jany. 10, 1940

For Value Received, The Glen Burnie Savings & Loan Association of Anne Arundel County, hereby assigns the within mortgage to Robt. E. Kindred for the purpose of foreclosure

Attest: Edward Woodfall

(Corporate Seal)

Fred. W. Kuethe Vice-President.

Statement of Account -- Filed January 16th., 1940.

January 12, 1940

Elmer F. Daubert, Edna M. Daubert, Isaiah N. Pumphrey and Bertha M. Pumphrey,

To The Glen Burnie Savings & Loan Association of Anne Arundel County.

To Mortgage Account No. 2013	$1,724.21
" Interest to February 13, 1940	62.64
	$1,786.85

Bond --Filed and Approved 16th., January, 1940.

Know all Men by these Presents:

That we, Robert E. Kindred, Assignee as Principal, and the United States Fidelity and Guaranty Company, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 12th, day of January, in the year of our Lord, Nineteen Hundred and Forty.

Whereas, the above bounden Robert E. Kindred, Assignee by virtue of the power contained in a mortgage from Elmer F. & Edna M. Daubert and Isaiah N. & Bertha M. Pumphrey to The Glen Burnie Savings & Loan Association of Anne Arundel County bearing date the 19th. day of May, 1932 and recorded among the mortgage records of Anne Arundel County in Liber F. S. R. No. 102, Folio 277 and the said Robert E. Kindred, Assignee is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition of the above Obligation is such that if the above bounden the said Robert E. Kindred 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 — Robert E. Kindred (Seal)
in the presence of — (Corporate Seal) — Assignee
Viola Kindred — United States Fidelity and
H. T. Axtell — Guaranty Company
By C. H. Chilcote--Atty.-in-fact.

27 Feb 1940
Report of Sale -- Filed ~~3 April 1940~~

To The Honorable, The Judge of Said Court:

The Report of Robert E. Kindred, Assignee, of the Mortgage to make sale of the Real Estate herein mentioned respectfully shows:

That after giving bond with approved security, and after giving notice of the time, place, manner and terms of sale, by advertisement in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for more than twenty days before the sale, he did pursuant to said notice attend on the premises on Tuesday, February 13, 1940, at 2:00 o'clock P. M. and then and there proceeded to sell said Real Estate mentioned as follows:

Beginning for the same at a point in the center of a County Road leading from Glen Burnie to Odenton ("Old Quarterfield Road") and at the Southwest corner of the land now owned by Louis O. and Bertha Kriewald; thence running along the center of said road three courses: South 57½° West 477 feet; South 38½° West 150 feet; South 38½° West 109 feet; thence leaving said road South 58° East 1,641 feet; thence North 22 3/4° East 57 feet and thence North 32¼° West 1,433 feet 6 inches to the place of beginning.

Containing 15 Acres of land, more or less.

He offered said land and improvements for sale and sold same to Isaiah N. Pumphrey and Naomi B. Pumphrey, his wife, at and for the sum of Thirteen Hundred and Fifty ($1,350.00)

Dollars, they being then and there the highest bidders for said property.

And as in duty bound etc.

Robt. E. Kindred, Assignee.

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 Anne Arundel County, personally appeared Robert E. Kindred, Assignee, as aforesaid, and made oath in due form of law, that the matters and facts set forth in the within report of sale are true to the best of his knowledge and belief, and that the sale was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal) Viola Kindred

Notary Public.

Purchasers Agreement and Auctioneers Certificate --Filed Feby. 27th., 1940.

This is to Certify, That we have this 13th, day of February, 1940, purchased from Robert E. Kindred, Assignee of the Mortgage filed in these proceedings for the purpose of foreclosure, the Real Estate herein advertised, at and for the sum of $1,350.00, and hereby agree to the terms of sale.

Attest: Isaiah N. Pumphrey (Seal)

Robt. E. Kindred

This is to Certify, that I have tis 13th, day of February, 1940, sold the Real Estate described in the advertisement, a copy of which is filed in these proceedings to Isaiah N. Pumphrey and Naomi B. Pumphrey, his wife being the highest for the same; at and for the sum of $1350.00 And Further Certify, that the sale was fairly made.

Wm. H. Moss & Co., Auctioneer.

By Thomas O. Gott.

Ordered, this 27th., day of February, 1940, That the sale of the property mentioned in these proceeding made and reported by Robert E. Kindred, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 29th., day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th., day of March next.

The report states that the amount of sales to be $1,350.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Apr. 2, 1940.

We hereby certify, that the annexed Order Nisi - Sale - was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of March, 1940. The first insertion being made the 29th day of February, 1940.

The Capital-Gazette Press, Inc.

By A. Friend

Ordered By The Court, This 3rd. day of April, 1940 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 April 10th., 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 Elmer F. Daubert and wife and Isaiah N. Pumphrey and wife in ac. with Robert E. Kindred, Assignee

To Assignee for fee	$50.00	$
To Assignee for commissions	71.61	121.61
To Assignee for Court costs, viz:		
Plaintiff's attorney's appearance fee	10.00	
Clerk of Court - costs	12.60	
Auditor	9.00	31.60
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	16.75	
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	
Wm. H. Moss & Co. - auctioneer's fee	10.00	
U. S. Fidelity & Guaranty Co. - bond premium	10.00	
Viola Kindred - notary fees	.50	48.00
To Assignee for Taxes, viz:		
1939 State and County ($43.50-adj.)	5.19	
The Glen Burnie Savings & Loam Ass'n of Anne Arundel County, mortgagee - this balance on account mortgage claim	1,153.95	
	$1,360.35	
Amount of mortgage claim filed	$1,786.85	
Cr. Amount allowed as above	1,153.95	
Balance subject to decree in personam	$ 632.90	

Cr. Feb. 13, 1940.	Proceeds of Sale	$1,350.00
	Interest on deferred payment	10.35
		$1,360.35

ORDER NISI

Ordered, This 10th., day of April, 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 11th., 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 11th., day of May next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., May 14, 1940.

We hereby certify, that the annexed Order Nisi was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of May, 1940. The first insertion being made the 11th day of April, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered By The Court, this 14 day of May, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

In The Matter of the Sale of the Mortgaged Real Estate of Jasper Phelps and Osa Phelps, his wife	:	No. 7928 Equity In The Circuit Court for Anne Arundel County.

Mr. Clerk:

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

J. Oliver Clarke, Assignee.

Mortgage -- Filed Dec. 12th., 1939.

This Mortgage, Made this 13th., day of February, in the year nineteen hundred and twenty-four, by Jasper Phelps and Osa Phelps, his wife, of Anne Arundel County, and the State of Maryland, parties of the first part, and Martha Galli, of the County and State aforesaid, of the second part.

Whereas the said Martha Galli has this day sold to the Parties of the first part the hereinafter described lot of ground, and there remains due on account of the purchase money three thousand dollars, which said sum is to be paid five years from the day of the date hereof, the interest at six per cent to be paid semi-annually. The said parties of the first part to have the privilege of making partial payments of not less than one hundred dollars at any interest paying date. And for the purpose of securing the payment of said mortgage debt and interest, this Mortgage is executed.

Now, Therefore, This Mortgage Witnesseth, that in consideration of the premises and of one dollar, the said Jasper Phelps and Osa Phelps, his wife, do grant and convey unto Martha Galli, her heirs and assigns, all that lot of ground situate in Anne Arundel County that is described as follows:-

Beginning for the same at a stake on the northwest side of the county road from Glen Burnie to Clarks Station, said point of beginning being the southwest corner of land heretofore conveyed

to Willingham; thence with the county road South fifty-nine degrees West two hundred and eighty-eight feet; thence leaving the road, and running across the whole tract North thirty-four degrees and thirty minutes West eighteen hundred and sixty-five feet and six-tenths of a foot to a stake on the outlines of the whole tract; thence South eighty-seven degrees and fifty minutes East seven hundred and ten and seven-tenths feet to the northwest corner of Willingham's lot; thence with a line of Willingham's land, South twenty degrees East fifteen hundred and twenty feet to the place of beginning.

Containing eighteen acres of land, more or less.

Being the same lot of ground which by Deed of even date herewith, and recorded or intended to be recorded prior hereto among the Land Records of Anne Arundel County, was granted and conveyed by Martha Galli and husband to the said Jasper Phelps and wife.

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Martha Galli, 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 Three Thousand Dollars, and all interest theron accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public 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, her personal representatives or assigns, or Bruner R. Anderson, her or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee her personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Twenty Five dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee her personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said 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, her personal representatives or assigns, or Bruner R. Anderson, her or their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

And the said 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 her personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Dollars, and to cause the policy to be 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: B. R. Anderson — Jasper X his mark Phelps (Seal)

Cora A. DuLaney — Osa Phelps (Seal)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that on this 13th day of February, in the year nineteen hundred and twenty-four, before me, a Notaty Public of the State of Maryland, in and for the City aforesaid, personally appeared Jasper Phelps and Osa Phelps, his wife, the Mortgagors named in the aforegoing Mortgage and severally acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Martha Galli, the within named Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal.

(Notarial Seal) Cora A. DuLaney

Notary Public.

For Value Received Martha Galli assigns the within mortgage unto J. Oliver Clark for the purpose of foreclosure and collection.

As Witness my hand and Seal this 28th day of November, 1939.

Witness: Lillian M. Galli. — Martha Galli (Seal)

Received for Record 12 day of Dec. 1939, at 3 o'clock P. M. and the same day recorded in Liber W. N. W. No. 85, Fol. 339, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Statement of Mortgage Claim -- Filed Dec. 29th., 1939.

Balance owed on Principal	$1500.00
Interest from 2/6/39 to 12/29/39.....	81.00
Insurance paid by Mortgagee	31.88

Taxes paid by Mortgagee as follows:-

1932.....$	.63
1933	46.24
1934.....	33.75
1935.....	Paid
1936.....	45.31
1937.....	32.33
1938.....	31.52
1939..... 31.09	$220.87
Total Mortgage Debt	$1833.75

Martha Galli

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 29th day of December, 1939, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Martha Galli, and she acknowledged the aforegoing to be a true and just statement of the amount of the mortgage claim under the mortgage filed in above cause now remaining due and unpaid.

(Notarial Seal) Margaret E. Branzell,

Notary Public.

Bond -- Filed and Approved 29th., December, 1939.

Know all Men by These Presents:

That we, J. Oliver Clark as Principal, and the Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the State of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, in the full and just sum of One Thousand ($1000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 29th day of December in the year of our Lord 1939.

Whereas, the above bounden J. Oliver Clark by virtue of the power contained in a mortgage from Jasper Phelps and Osa Phelps, his wife, to Martha Galli bearing date the 13th day of February, 1924, and recorded among the mortgage records of Anne Arundel County, Maryland in Liber W. N. W. No. 85 Folio 335 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition of the Above Obligation is Such, That if the above bounden J. Oliver Clark do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden J. Oliver Clark has hereto set his hand and seal

and the said body corporate has caused these presents to be duly signed by its Attorney, in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of
Margaret E. Branzell

(Corporate Seal)

J. Oliver Clark (Seal)
Fidelity and Deposit Company of Maryland.
By J. Oliver Clark,
Attorney-in-Fact.

Attest:
By Margaret E. Branzell.

Assignee's Report of Sale -- Filed 3" January, 1940.

To The Honorable, The Judges of Said Court:

The Report of Sale of J. Oliver Clark, Assignee of the mortgage filed in these proceedings, respectfully shows:

(1). That under and by virtue of the power of sale contained in a mortgage from Jasper Phelps and Osa Phelps, his wife, dated the 13th day of February, 1924, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 85 folio 335, 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 hand-bills distributed throughout the vicinity of the property and elsewhere, did on Friday, December 29th, 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 Martha Galli at and for the sum of Nine Hundred and Fifty Dollars ($950.00), she being at that figure the highest bidder therefore, the said property being the following:

All that lot of ground situate in Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a stake on the Northwest side of the County Road from Glen Burnie to Clarks Station, said point of beginning being the Southwest corner of land heretofore conveyed to Willingham; thence with the County Road South 59° West 288 feet; thence leaving the road, and running across the whole tract North 34° 30' West 1865.6 feet to a stake on the outlines of the whole tract; thence South 87° 50' East 710.7 feet to the Northwest corner of Willingham's lot; thence with a line of Willingham's land, South 20° East 1520 feet to the place of beginning. Containing 18 acres of land, more or less.

Being the same lot of ground which by deed dated February 13th, 1924 and recorded or intended to be recorded among the Land Records of Anne Arundel County was granted and conveyed by Martha Galli and husband to the said Jasper Phelps and wife.

Improvements consist of 4 room frame farm house with barn, garage, outbuildings, electricity and water.

(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 December, 1939, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Oliver Clark, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the sale was fairly made.

Witness my hand and Notarial Seal,

(Notarial Seal) Margaret E. Branzell

Notary Public.

ORDER NISI

Ordered, this 3 day of January, 1940, 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 5" day of February, 1940; 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 February, 1940.

The report states the amount of sales to be Nine Hundred and Fifty Dollars ($950.00).

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Feb. 5, 1940.

We hereby certify, that the annexed Order Nisi - Sale - Phelps No. 7928 Eq. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of February, 1940. The first insertion being made the 4th day of January, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 6th day of February, 1940, 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 29" March, 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 Jasper Phelps and Wife in ac. with J. Oliver Clark, Assignee.

To Assignee for fee	$25.00	$
To Assignee for commissions	56.00	81.00

To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	$10.00	$
Clerk of Court - costs	11.50	
Auditor	9.00	30.50
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	22.50	
Capital-Gazette Press - handbills	2.00	
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	
George W. Scible - auctioneer	10.00	
Fidelity & Deposit Co. - bond premium	10.00	
Margaret E. Branzell - notary fees	1.00	56.25
To Martha Galli, mortgagee - this balance on account mortgage claim		782.25
		$950.00

Amount of mortgage claim filed	$1,833.75	
Cr. Amount allowed as above	782.25	
Balance subject to decree in personam	$1,051.50	

Cr. Dec. 29, 1939 Proceeds of Sale $950.00

ORDER NISI

Ordered, This 29th., day of March, 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 30th., 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 30th., day of April next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., May 8, 1940.

We hereby certify, that the annexed Order Nisi - Auditor's Account - Jasper Phelps and wife No. 7928 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 April, 1940. The first insertion being made the 4th day of April, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered By The Court, this 13 day of May, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,

Judge.

In The Matter of The Sale of the Mort- : No. 7860 Equity.
gaged Real Estate Property of : In The Circuit Court of
Mamie E. Harper : Anne Arundel County.

Order to Docket Suit. --Filed July 26th.,1939.

Mr. Clerk:

"Please docket the above entitled suit and file Complainant's'Exhibit A'".

Irvin Davison

Attorney named in Mortgage.

Complainant's "Exhibit A" -- Filed July 26th., 1939.

This Purchase Money Mortgage, Made this 16th., day of June in the year nineteen hundred and thirty-eight between Mamie E. Harper, (Widow)- of Anne Arundel County in the State of Maryland, Mortgagor, and Elto Bulding and Loan Association, Incorporated, of the second part a body corporate, duly incorporated, Mortgagee:

Whereas, the said Mamie E. Harper, Widow, being a member a of said body corporate, has received therefrom an advance of One Thousand Dollars, ($1,000.00) (being part of the purchase price for the property hereinafter described) on ten (10) shares of its stock, the execution of this mortgage having been a condition precedent to the granting of said advance.

Now, Therefore, This Mortgage Witnesseth, that in consideration of the premises and of the sum of one dollar, the said Mamie E. Harper, Widow, does grant, assign and convey unto the said mortgagee, its successors and assigns, all those lots of ground situate and lying in Anne Arundel County and described as follows:

All those lots of ground being known as Nos. 647, 648, 649 and 650 as shown on the Plat of Upper Magothy Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 4, Folio 15.

Being the same lot of ground which by Deed dated evenly herewith and intended to be recorded immediately prior hereto was granted and conveyed by The Mardale Corporation to the said Mamie E. Harper, the Mortgagor herein.

Together with the improvements thereon consisting of a two story frame building consisting of a store and dwelling.

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

To Have And To Hold the said lots with the improvements and appurtenances aforesaid, unto Elto Building and Loam Association, Inc., its successors and assigns, forever, in fee simple.

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

And the said Mamie E. Harper, for herself, her heirs, personal representatives and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows: that is, to pay weekly to the said mortgagee, its successors or assigns, the sum of Five Dollars ($5.00) as dues until the said sum of One thousand Dollars ($1000.00) shall be repaid; and also to pay weekly, at the time and place specified by the mortgagee, the sum of One Dollar and twenty cents ($1.20) as interest until the sum of One Hundred Dollars ($100.00) dollars shall be repaid in weekly dues, when the said weekly payments of interest shall be reduced twelve cents; and so on, and as often as One Hundred ($100.00) dollars shall be so repaid in

dues, the weekly payments of interest shall be so reduced twelve cents; to pay all fines and penalties that may be imposed upon her by said mortgagee in accordance with its charter, constitution or by-laws, which by-laws are hereby made a part hereof; to pay all taxes and water rent, and other public dues and charges for which the property hereby mortgaged is now or may become liable, when payable, and for the purpose of paying the same the said mortgagor hereby covenant to pay weekly to the said mortgagee, its successors and assigns, the sum of _____ which the said mortgagee shall from time to time apply to the payment of said expenses, and in the event that said sum should in any year during the continuance of this mortgage be insufficient to pay said expenses, then the said mortgagor will on demand pay the difference, but should said sum be more than sufficient, the excess shall be credited to the mortgagor

And the said mortgagor covenants to keep the improvements upon said property fully insured against loss by fire, in some insurance company approved by the mortgagee, and to deliver all policies to the mortgagee so framed as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien hereunder, all of which payments and covenants shall continue in force until the sum of One thousand ($1000.00) Dollars shall be repaid.

And it is agreed that until default be made in the premises, the said mortgagor, her heirs, personal representatives or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable.

And it shall be lawful for the said mortgagee, its successors or assigns, or for Irvin Davison its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of One Hundred Dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the mortgagee, its successors and assigns, under this mortgage, whether or not the same shall/have then matured; and the surplus shall be paid to the mortgagor her heirs, personal representatives,or assigns, or to whomsoever may be entitled to the same.

And the said mortgagor for herself, her heirs, personal representatives and assigns, does hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commission the said mortgagor for herself, her heirs, personal representatives or assigns, hereby covenants to pay; and the said mortgagee, its successors or assigns, or its attorneys or agents, shall not be required to receive the principal

and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

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

As Witness the hand and seal of said mortgagor.

Test: Borris M. Spector Mamie E. Harper (Seal)

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify, that on this 16th day of June in the year nineteen hundred and thirty-eight before me, the subscriber, a Notary Public of the State of Maryland, in and for City of Baltimore aforesaid, personally appeared Mamie E. Harper, (Widow) the Mortgagor named in the foregoing Mortgage, and she acknowledged the foregoing Mortgage to be her act. At the same time also appeared Isaac E. Davison the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal

(Recorded 6/20/38 - F.A.M. 184 - 238.)

(Notarial Seal) Borris M. Spector,
Notary Public.

Statement of Mortgage Claim -- Filed August 9" 1939.

Statement of the Mortgage Claim of the Elto Building & Loan Association, Inc., under the mortgage ~~from mortgage~~ from Mamie E. Harper, Widow, to the Elto Building & Loan Association, Inc., dated the sixteenth day of June, 1938, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. #184, Folio No. #238.

Amount of Loan	$1000.00	
Paid on principal	44.00	
Balance due on principal		$956.00
Interest from July 13th, 1939 to August 3rd, 1939-- $1.20 a week	4.80	
Total		$960.80

Isaac E. Davison, President

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 7th day of August, 1939, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Isaac E. Davison, President of the Elto Building & Loan Association, Inc. the Plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Witness my hand and notarial seal.

(Notarial Seal) William B. Jacobson,
Notary Public.

Bond --Filed and Approved 9"Aug.1939-John H. Hopkins, 3rd.

Know All Men by these Presents:

That we, Irvin Davison, Equitable Building, Baltimore, Maryland, and Saint Paul Mercury Indemnity Company of Saint Paul a Corporation of the State of Delaware 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 our Heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 7th day of August in the year nineteen hundred and thirty-nine.

Whereas, the above bounden Irvin Davison by virtue of the power contained in a mortgage from Mamie E. Harper bearing date the 16th day of June nineteen hundred and thirty-eight and recorded among the Land Records of Anne Arundel County, in Liber F. A. M. No. 184 Folio 238 and Irvin Davison 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 Irvin Davison 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 (Corporate Seal) Irvin Davison (Seal)
in the presence of
Mary A. Upman- as to both

Saint Paul Mercury Indemnity
Company of Saint Paul
By Samuel R. Zetzer
Attorney in Fact.

Report of Sale -- Filed Aug. 24th., 1939.

To The Honorable, The Judge of the Said Court:

The Report of Sale of Irvin Davison, Attorney named in Mortgage to make sale of Lots #647 #648, #649, #650, as shown on the Plat of Upper Magothy Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. #4, Folio #15, etc., in the proceedings in said cause mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of said sale by advertisements inserted in the Southern Maryland Times, a weekly newspaper, published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Attorney did pursuant to said notice on Tuesday, the twenty-second day of August, 1939, at 11 o'clock A. M., did sell, at the Court House Door, Annapolis, Maryland, the above mentioned property to the Elto Building & Loan Association, Inc., in fee simple, at and for the sum of Ten Hundred Seventy-Five ($1075.00) Dollars. The price obtained was the best that the Attorney could get under the circumstances; said sale was diligently conducted. The Attorney attended the sale.

A copy of the advertisement is attached hereto.

Irvin Davison
Attorney named in Mortgage.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 23rd day of August, 1939, before me, the subscriber, a No-

tary Public, of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Irvin Davison, 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) William B. Jacobson

Notary Public.

Advertisement of Sale. Irvin Davison, Solicitor--352 Equitable Bldg.,Balto.,Md. Attorney's Sale of valuable fee simple shore property located at Upper Magothy Beach, on the Severn, third Election District, Anne Arundel County.

Improved by a large new two-story frame dwelling with electric lights, and large store now in operation.

Persuant to and by virtue of the power of sale contained in a mortgage from Mamie E. Harper to the Elto Building & Loan Association dated June 16th, 1938 and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 184, folio No. 238, etc., and default having occurred thereunder, the undersigned Attorney named in mortgage will offer at public sale at the Court House Door in the City of Annapolis on Tuesday, August 22, 1939 at 11 o'clock A. M. the following described property, to wit:

Beginning for the same at the intersection of the west side of Magothy River Road and the north side of Riverside Drive and being known as Lots No. 647--648--649--650 on the plat of Upper Magothy Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 4, folio No. 15. Being the same lots of ground conveyed to Mamie E. Harper by the Mardale Corp. by deed dated June 16, 1938, and recorded among the said Land records in Liber F. A. M. No. 184, folio No. 237.

Together with all improvements on said property.

Terms of Sale: A deposit of $300.00 will be required of the purchaser on day of sale. Balance to be paid in cash upon ratification of sale by the Court or all cash at the option of purchaser. Deferred payments to bear interest at the rate of 6% per annum. Taxes and all other public charges to be adjusted as of the day of sale.

A. J. Billing & Company,

Auctioneers.

Irvin Davison,

Attorney named in Mortgage

Office of The Southern Maryland Times

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 22nd of August, 1939; that is to say, the same was inserted in the issues of July 28, August 4,11,18, 1939.

The Southern Maryland Times

Thomas L. Christian,

Business Manager.

By:Jeannette Cadell.

ORDER NISI

Ordered, this 24th day of August, 1939, That the sale of the property mentioned in these proceedings made and reported by Irvin Davison, Attorney named in Mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of September next.

The report states that the amount of sales to be $1075.00.

John H. Hopkins, 3rd., Clerk.

Office of The Southern Maryland Times

Annapolis, Maryland.

This Is To Certify That the annexed advertisement of Order Nisi was inserted in The Southern Maryland Times a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of September, 1939; that is to say, the same was inserted in the issues of September 1, 8, 15, 1939.

The Southern Maryland Times

Thomas L. Christian,

Business Manager.
By: Jeannette Cadell.

Ordered By The Court, This 29th day of Sept. 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 February 24th., 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 Mamie E. Harper in ac. with Irvin Davison, Attorney named in Mortgage

To Attorney for fee	$100.00	$
To Attorney for commissions	61.00	161.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - court costs	12.30	
Auditor	9.00	31.30
To Attorney for Expenses, viz:		
Southern Maryland Times - advertising sale order nisi on	25.00	
Southern Maryland Times - report of sale order nisi on	5.00	
Southern Maryland Times - auditor's acct.	5.00	
Stanley Ins. Service, Inc. bond premium	10.00	
A. J. Billig & Co. - auctioneer	10.00	55.00

To Elto Building & Loan Ass'n., Inc.,

Mortgagee - on account mortgage claim	$	$827.70
		$1,075.00
Amount of mortgage claim filed	960.80	
Cr. Amount allowed as above	827.70	
Balance subject to decree in personam	$133.10	

Cr. Aug. 22, 1939 Proceeds of Sale $1,075.00

ORDER NISI

Ordered, This 24th., 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 26th., 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 26th., day of March next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Office of The Southern Maryland Times

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 26th day of March, 1940; that is to say, the same was inserted in the issues of March 1, 8, 15, 1940.

The Southern Maryland Times

Thomas L. Christian,

Business Manager.

By: Jeannette Cadell

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 23 day of May, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,

Judge.

Audrey L. Levine Albert Levine, her husband, Phillips Windsor Peters Irma M. Peters, his wife, Harriet Peters James T. Peters, an infant By: Thomas W. Peters (father) his prochein ami, Plaintiffs. : vs. : S. Rosetta Phillips, widow of John L. Phillips: and Alfred W. Phillips Defendants. :

No. 7892 Equity
In the Circuit Court for
Anne Arundel County.

Mr. Clerk:

Please docket this case, file Bill of Complaint and Exhibits and enter my appearance.

Clare Green Duckett, Solicitor.

Bill of Complaint. Filed Sept. 27th., 1939.

To the Honorable, the Judges of said Court:

The Bill of Complaint of Audrey L. Levine, Albert Levine, her husband, Phillips Windsor Peters, Irma M. Peters, his wife, Harriet Peters and James T. Peters, an infant by Thomas W. Peters, his prochein ami, respectfully represents unto your Honors:

1. That Addie Florence Phillips, late of the City of Annapolis, State of Maryland, departed this life on or about the 13th day of January, 1939, seized of certain real and personal property, and leaving a last will and testament dated the 31st day of December, 1925, duly admitted to probate by the Orphans Court for said County and recorded among the Testamentary Record Books of said County in Liber W. M. H. No. 1 folio 378, a duly certified copy whereof is filed herewith marked "Plaintiff's Exhibit No. 1 with Bill, which your orators and oratrices pray may be taken as a part of this, their Bill of Complaint. Ex

11. That by her said will, the said Addie F. Phillips devised and bequeathed "All my property, real, personal and mixed of whatever description and wherever situate unto my two sisters Stella Irene Phillips and Hattie Olive Phillips, as joint tenants and not as tenants in common and to the survivor, her heirs and assigns, in fee simple, absolutely."

111. That the said Hattie Olive Phillips predeceased the said Addie Florence Phillips on the 29th day of October, 1926, and the said Stella Irene Phillips predeceased the said Addie Florence Phillips, on the 17th day of June, 1928, leaving as their only heirs at law the said Audrey L. Levine, Phillips Windsor Peters, Harriet Peters and James T. Peters, infant, all children of Ruby Phillips Peters, a deceased sister, and two brothers, the said Alfred W. Phillips and John L. Phillips. The said John L. Phillips departed this life on the 15th day of March, 1939, testate, leaving a last will and testament dated the 4th day of February, 1937, whereby he devised his real estate to his wife, the said S. Rosetta Phillips, for the term of her natural life with full power of sale etc., the said will having been duly admitted to probate in the Orphans Court for the said County and recorded among the Testamentary Records of said County in Liber W. M. H. No. 1 folio 403, a certified copy whereof is filed herewith as marked "Plaintiff's Exhibit No. 2" with Bill, which your orators and oratrices pray may be taken as a part of this, their Bill of Complaint.

1V. That the said Albert Levine, is the husband of the said Audrey L. Levine, that the said Irma M. Peters is the wife of the said Phillips Windsor Peters and the said Thomas W. Peters is the father of James T. Peters, infant, and has consented to have his name used as prochein ami for the said James T. Peters, infant, all of the other parties are adults and of

full age.

V. That the said S. Rosetta Phillips, defendant, is a resident of the City of Annapolis, State of Maryland, and an adult and that the said Alfred W. Phillips, is a resident of Anne Arundel County, State aforesaid and an adult.

Vl. That real estate situate in the State of Maryland of which the said Addie Florence Phillips, died, seized and possessed as aforesaid consists of a house and lot known as 120 Market Street in the City of Annapolis, State of Maryland, which is the same property conveyed to Addie F. Phillips, Hattie O. Phillips and Stella I. Phillips, as tenants in common by James E. V. Phillips, widower, by deed dated 30th day of October, 1920, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 33 folio 246, certified copy whereof is filed herewith as exhibit #3 with Bill, which your orators and oratrices pray may be taken as a part of this their Bill of Complaint, and that the interest of the said Hattie O. Phillips and Stella I. Phillips, in the said property vested in the said Addie Florence Phillips through the last wills and testaments of said Hattie O. Phillips and Stella I. Phillips, certified copies of which are filed herewith as Plaintiffs' exhibits 4 and 5 respectively and which your orators and oratrices pray may be taken as a part of this, their Bill of Complaint.

Vll. That the said real estate cannot be divided without loss and injury to the parties interested, and a sale thereof is necessary and for the best interest and advantage of all the parties, in order that the proceeds thereof be divided among them according to their respective interests.

To the end therefore:

(1) That a decree may be passed for the sale of the said real estate.

(2) That the proceeds of such sale may be distributed among the parties, plaintiffs and defendants, according to their respective rights and interests.

(3) That your orators and oratrices may have such other and further relief as their case may require.

May it please your Honors to grant unto your orators and oratrices the writ of subpoena, directed to S. Rosetta Phillips residing in the City of Annapolis aforesaid at Acton and to Alfred W. Phillips residing in West Annapolis, Anne Arundel County aforesaid, commanding them to be and appear in this Court in person by solicitor 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.

Audrey L. Levine
Albert Levine
Phillips Windsor Peters
Irma M. Peters
Harriet Peters
James T. Peters

By: Thomas W. Peters, (father)
his prochein ami

Clare Green Duckett,
Solicitor.

State of New York County of Kings Sct:

I hereby certify that on the 30th day of August 1939, before me the subscriber a Notary Public of the State of New York in and for Kings County, aforesaid, personally appeared Audrey

L. Levine and Albert Levine, her husband, and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true to the best of their knowledge and belief.

Witness my hand and seal Notarial,

Notary Public Kings County Clerk's No. 317 (Notarial Seal) Samuel Rudin

Retister's No. 485 Commission Expires March 30,1940 Notary Public

State of Maryland, City of Baltimore, Sct:

I hereby certify that on the 9th 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 Phillips Windsor Peters and Irma M. Peters, his wife, and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true to the best of their knowledge and belief,

Witness my hand and seal Notarial,

(Notarial Seal) Harry A. Applestein

Notary Public.

State of Maryland, County of Allegany, Sct:

I hereby certify that on the 19 day of Sept. 1939, before me the subscriber a Notary Public of the State of Maryland in and for the County of Allegany aforesaid personally appeared Harriet Peters and Thomas W. Peters as prochein ami of James T. Peters, infant and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true to the best of their knowledge and belief.

Witness my hand and seal Notarial,

(Notarial Seal) Laurence B. Benson

Notary Public.

I hereby agree to allow my name to be used as next friend for my son, James T. Peters, in the above entitled suit.

Thos W. Peters.

Exhibit #1 with Bill of Complaint --Filed Sept. 27" 1939.

In the Name of God, Amen!

I, Addie Florence Phillips of Annapolis, Anne Arundel County, Maryland, being of sound and disposing mind, memory and understanding considering the certainty of death and the uncertainty of the time thereof and desiring to settle my worldly affairs, in the manner seeming best to me before it pleases Almighty God to call me hence, do make, publish and declare the following as my last will and testament.

In the first place I commit my Soul unto the hands of Almighty God who gave it and my body to the earth to be decently buried in the discretion of my Executrices hereinafter named.

After the payment of all my just and lawful debts due and owing at the time of my death:

Item: I give, devise and bequeath all my property, real, personal and mixed of whatever description and wherever situate unto my two sisters Stella Irene Phillips and Hattie Olive Phillips, as joint Tenants and not as tenants in common and to the survivor her heirs and assigns, in fee simple, absolutely.

I hereby nominate, constitute and appoint Stella Irene Phillips and Hattie Olive Phillips Executrices of this my last will and testament, hereby revoking any and all other wills here-

tofore made by me, declaring this and none other to be my last will and testament.

In testimony whereof I have hereunto set my hand and affix my seal this thirty-first day of December Anno Dominii Nineteen Hundred and twenty-five.

Addie Florence Phillips,(Seal)

Signed, Sealed, Published and Declared by the above named Addie Florence Phillips as her last will and testament in our presence who at her request, in her presence and in the presence of each other have hereunto set our hands as witnesses thereto this thirty-first day of December Anno Dominii Nineteen hundred and twenty-five.

Violet N. Beard

J. Garland Healy

Myrtle Sturm

Anne Arundel County, Ss:

On the 31st day of January, 1939 came M. Clare M. Green and made Oath in due form of law, that she does not know of any Will or Codicil of Addie Florence Phillips late of said County, deceased, other than the above instrument of writing, and that it was in the custody of her office since date of execution.

"All parties notified." Testatrix departed this life on the 13th day ofJanuary, 1939.

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 31st day of January, 1939 came Violet N. Beard subscribing witness to the aforegoing last Will and Testament of Addie Florence Phillips late of said County, deceased, and made oath in due form of law, that she did see the Testatrix sign and seal this Will; that she heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of her apprehension, of sound and disposing mind, memory and understanding; and that she together with Myrtle Sturm and J. Garland Healy subscribed their name 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.

Anne Arundel County, SS:

On this 31st day of January A. D. 1939, personally appeared M. Clare M. Green who on oath says that she is well acquainted with Myrtle Sturm and that affiant knows her handwriting, having often seen her write; that after examining the signature of Myrtle Sturm on the paper writing purporting to be the last Will and Testament of Addie Florence Phillips deceased, late of Anne Arundel County, Maryland, affiant declares the same to be in the handwriting of said Myrtle Sturm and it is well known to affiants that said Myrtle Sturm is out of the Country.

M. Clare M. Green

_____

Signatures.

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

R. Glenn Prout
Register of Wills for Anne Arundel County.
By Clemence C. Burwell, Clerk.

Anne Arundel County, SS:

On this 31st day of January A. D. 1939, personally appeared Frank M. Bond who on oath says that he was well acquainted with J. Garland Healy and that affiant knows his handwriting, having often seen him write; that after examining the signature of J. Garland Healy on the paper writing purporting to be the last Will and Testament of Addie Florence Phillips deceased, late of Anne Arundel County, Maryland, affiant declares the same to be in the handwriting of said J. Garland Healy and it is well known to affiant that said J. Garland Healy is deceased.

Frank M. Bond

_____
Signatures.

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

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 Addie Florence Phillips, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 31st day of January, 1939, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Addie Florence Phillips, deceased.

Judges { Maynard Carr
Owain E. Owens
William B. Elliott.

The Executrices appointed by the Will having died, there are before the Court two Petitions for Letters of Administration c.t.a. upon this Estate. One by Alfred W. Phillips, a brother of the deceased, who for good and sufficient reasons this Court does not consider the proper person to handle this Estate. The other by Ethel Phillips Clark, a niece, who has been Trustee of the deceased's (an incompetent) Estate in the Circuit Court.

John L. Phillips, invalid brother of Addie Florence Phillips, has filed his renunciation in this Court, requesting that the Court appoint Ethel Phillips Clark Administratrix c.t.a. The children of Ruby Phillips Peters, a deceased sister, have consented and agreed to her appointment as Administratrix c.t.a.

Ordered by the Orphans' Court of Anne Arundel County this 31st day of January, 1939, that Ethel Phillips Clark be and she is hereby appointed Administratrix c.t.a. of the Estate of Addie Florence Phillips upon her filing a corporate bond in the penalty of $4,000.00

Maynard Carr, C.J.
Owain E. Owens, A.J.
William B. Elliott, A.J.

State of Maryland, Anne Arundel County

I, R. Glenn Prout, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Addie Florence Phillips late of said County deceased together with proof and probate thereof taken from Wills Liber W. M. H. 1 folio 378, which is one of the records filed, recorded and
Kept in the office of Register of Wills for Anne Arundel County.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of said Court this 29th day of March in the year of our Lord, nineteen hundred and thirty-nine

R. Glenn Prout

(Court Seal) Register of Wills for Anne Arundel County.

By Clemence C. Burwell, Clerk.

Exhibit #2 with Bill of Complaint -- Filed Sept. 27th., 1939.

In the Name of God, Amen!

I, John L. Phillips of the City of Annapolis, Anne Arundel County, in the State of Maryland, being of sound and disposing mind, memory and understanding, considering the certainty of death and the uncertainty of the time thereof, and desiring to settle my worldly affairs in the manner seeming best to me before it pleases Almighty God to call me hence, do make, publish and declare the following as my last will and testament, that is to say:

First and principally I commit my Soul unto the hands of Almighty God who gave it, and my body to the earth to be decently buried in the discretion of my Executrix hereinafter nemed.

After the payment of my funeral expenses, including a monument for my grave and all my just and lawful debts due and owing at my death.

Item: I give, devise and bqueath my mortgage which I hold on the property owned by Samuel Hyatt at 52 West Street, Annapolis, Maryland, or the proceeds thereof and One thousand dollars in cash to my sister Addie F. Phillips.

Item: I give and bequeath all of the stock in my store at 114 Conduit Street to my nephew Palmer Phillips.

Item: I give and bequeath my automobile and gold watch to my nephew Vinton W. Phillips.

Item: All of my personal estate except the bequests set out above, I give and bequeath to my wife, S. Rosetta Phillips, if she survives me. In the event that my wife, S. Rosetta Phillips should predecease me, then I give and bequeath all my personal property to my nieces and nephews surviving me.

Item: All of my real estate I give and devise to my wife S. Rosetta Phillips for and during her natural life with the power to sell, convey, mortgage, lease or encumber in any manner she may deem best, necessary or convenient, without restriction, the same as if she had the fee simple title. If my said wife predeceases me or dies without having deposed of my real estate that I die seized and possessed of, then I direct that my executrix hereinafter named in my will, or some one appointed by the Orphans Court of Anne Arundel County to act in her stead, shall sell all of such real estate, at either public or private sale in her or his discretion and to grant and convey same to the purchaser or purchasers, without any obligation on the part of the purchaser to see to the application of the purchase money, and after deducting the expenses of the sale, from the proceeds of the sale, I give, devise and bequeath all of the remainder of the proceeds of sale to my nieces and nephews surviving me.

Lastly I hereby nominate, constitute and appoint M. Clare M. Green, Executrix of this my last will and testament, hereby revoking any and all other wills made by me, declaring this and none other to be my last will and testament.

In testimony whereof I have hereunto set my hand and affixed my seal this fourth day of February, Anno Dominii Nineteen hendred and thirty seven.

John L. Phillips (Seal)

Signed, Sealed, Published and Declared by the above named John L. Phillips as his last

will and testament, in our presence, who at his request, in his presence and in the presence of each other have hereunto signed our names as witnesses thereto this fourth day of February Anno Dominii Nineteen hundred and thirty seven.

Myrtle Sturm

M. Clare M. Green

J. Whitney Herries

Anne Arundel County, Ss:

On the 21st day of March, 1939 came M. Clare M. Green and made Oath in due form of law, that she does not know of any Will or Codicil of John L. Phillips late of said County, deceased, other than the above instrument of writing, and that she received the same from the testator, John L. Phillips at the time it was executed and has had it in her custody since that time. "All parties notified" Testator departed this life on the 15th day of March, 1939.

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 21st day of March, 1939 came M. Clare M. Green, Myrtle Sturm and J. Whitney Herries subscribing witnesses to the aforegoing last Will and Testament of John L. Phillips late of said County, deceased, and made oath in due form of law, that they did see the Testator sign and seal this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they subscribed their names as witnesses to this Will in his presence, at his request and in the presence of each other.

Sworn to in open Court

Test: 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 John L. Phillips, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 21st day of March, 1939, that the same be admitted in this Court as the true and genuine last Will and Testament of the said John L. Phillips, 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 aforegoing is a true and full copy of the Last Will and Testament of John L. Phillips late of said County deceased together with proof and probate thereof taken from Wills Liber W. M. H. 1 folio 403, which is one of the records filed, recorded and

Kept in the office of Register of Wills for Anne Arundel County.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of said Court this

22nd day of March in the year of our Lord, nineteen hundred and thirty-nine.

(Court Seal) R. Glenn Prout

Register of Wills for Anne Arundel County

Exhibit #3 with Bill of Complaint -- Filed Sept. 27th., 1939.

This Deed, made this 30th day of October, 1920 by and between James E. V. Phillips, widower, party of the first part, and Addie F. Phillips, Hattie O. Phillips, and Stella I Phillips, parties of the second part all of Anne Arundel County, Maryland, Witnesseth:

That for and in consideration of the sum of One Dollar ($1.00) paid by the said parties of the second part to be said party of the first part, the receipt whereof is hereby acknowledged, and the love and affection which the said party of the first part bears toward the said parties of the second part, being his three single daughters, the said party of the first part does hereby grant and convey unto the said parties of the second part as tenants in common, their heirs or assigns.

All those two lots of ground situate on the southeast side of Market Street, Annapolis, Maryland, and described as follows:

1st. Beginning for the same at a point on the southeast side of said Market Street 380 feet from the south intersection of said Market Street and Duke of Gloucester Street, and running from thence with the south east side of said Market Street southwesterly 2 feet, 3 inches; thence at a right angle southeasterly 147 feet, 5 inches; thence northeasterly 2 feet, 3 inches to the lot of ground owned by the said James E. V. Phillips and hereinafter conveyed to the said parties of the second part; thence with the line of said lot northwesterly 147 feet 5 inches to the point of beginning.

Being a part of the lot of ground which was conveyed to the said James E. V. Phillips by Thomas K. Carey, by deed dated May 5, 1888, recorded among the Land Records of Anne Arundel County in Liber S. H. No. 33, folio 254.

2nd. Beginning for the same at a point on the southeast side of said Market Street 380 feet from the south intersection of said Market Street and Duke of Gloucester Street, said point of beginning being the division line of the lot hereby conveyed and the above described lot, and running from thence with said division line southeasterly 148 feet, 6 inches; thence at a right angle and parallel with said Market Street northeasterly 25 feet to the property now owned by Nettie Phillips; thence at a right angle and with the line of said property northwesterly 148 feet, 6 inches to the southeast side of said Market Street; thence with the southeast side of said Market Street southwesterly 25 feet to the point of beginning. Being the same property which was conveyed to the said James E. V. Phillips, by James M. Munroe, Trustee, by deed dated November 22, 1882, recorded among the aforesaid Land Records in Liber S. H. No. 20, folio 643.

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

To Have and to Hold the above described property unto and to the proper use and benefit of the said parties of the second part, as tenants in common, their heirs or assigns, forever, in fee simple.

And the said party of the first part hereby covenants that he will warrant specially the property hereby intended to be conveyed, and will execute such other and further assurances of the same as may be necessary.

Witness the hand and seal of the said grantor.

Test: Thomas O. Gott. Jas. E. V. Phillips (Seal)

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

I Hereby Certify that on this 30th day of October, 1920, before me, a Notary Public of the County aforesaid, personally appeared James E. V. Phillips, widower, and acknowledged the aforegoing deed to be his act.

Witness my hand and notarial seal.

(Notarial Seal) Thomas O. Gott

Recorded Nov. 8th, 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. 33, folio 246, 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 September, A. D. 1939.

(Court Seal) John H. Hopkins, 3rd., Clerk.

Exhibit #4 with Bill of Complaint -- Filed Sept. 27" 1939.

In the Name of God, Amen!

I, Hattie Olive Phillips of Annapolis, Anne Arundel County, in the State of Maryland, being of sound and disposing mind, memory and understanding considering the certainty of death and the uncertainty of the time thereof and desiring to settle my worldly affairs, in the manner seeming best to me before it pleases Almighty God to call me hence, do make, publish and declare the following as my last will and testament.

In the first place I commit my Soul unto the hands of Almighty God who gave it and my body to the earth to be decently buried in the discretion of my Executrices hereinafter named.

After the payment of all my just and lawful debts due and owing at the time of my death:

Item: I give, devise and bequeath all my property real, personal and mixed of whatever description and wherever situate unto my two sisters, Stella Irene Phillips and Addie Florence Phillips, as joint tenants and not as tenants in common and to the survivor her heirs and assigns, in fee simple, absolutely.

I hereby nominate, constitute and appoint Stella Irene Phillips and Addie Florence Pnillips Executrices of this my last will and testament, hereby revoking any and all other wills heretofore made by me, declaring this and none other to be my last will and testament.

In testimony whereof I have hereunto set my hand and affix my seal this thirty first day of December Anno Dominii Nineteen hundred and twenty-five.

Hattie Olive Phillips (Seal)

Signed, sealed, published and declared by the above named Hattie Olive Phillips as her last will and testament in our presence who at her request, in her presence and in the presence of each other have hereunto set our hands as witnesses thereto this thirty first day of December Anno Dominii Nineteen hundred and twenty-five.

Violet V. Beard

J. Garland Healy

Myrtle Sturm

Anne Arundel County, Ss:

On the 1st day of February, 1927 came Stella Irene Phillips and made Oath in due form of law, that she does not know of any Will or Codicil of Hattie Olive Phillips late of said County deceased, other than the above instrument of writing, and that she received the same from the testatrix and that the testatrix departed this life on or about the 29th day of October, 1926

Sworn to in open Court

Test: Oden B. Duckett

Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 1st day of February, 1927 came Myrtle Sturm subscribing witnesses to the aforegoing last Will and Testament of Hattie Olive Phillips late of said County, deceased, and made oath in due form of law, that she did see the Testatrix sign and seal this Will; that she heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of her apprehension, of sound and disposing mind, memory and understanding; and that she together with Violet V. Beard and J. Garland Healy 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: Oden B. Duckett

Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 1st day of February, 1927 came Myrtle Sturm subscribing witnesses to the aforegoing last Will and Testament of Hattie Olive Phillips late of said County, deceased, and made oath in due form of law, that she did see the Testatrix sign and seal this Will; that she heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of her apprehension, of sound and disposing mind, memory and understanding; and that she together with Violet V. Beard and J. Garland Healy 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: Oden B. Duckett

Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 2nd day of February, 1927 came Violet V. Beard and J. Garland Healy subscribing witnesses to the aforegoing last Will and Testament of Hattie Olive Phillips 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 together with Myrtle Sturm 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: Oden B. Duckett

Register of Wills for Anne Arundel County.

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Hattie Olive Phillips, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this third day of February, 1927, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Hattie Olive Phillips, deceased.

Judges (Lemon Beall Sr. A. J.
(Maynard Carr, A. J.
(_____

State of Maryland, Anne Arundel County:

I, R. Glenn Prout, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Hattie Olive Phillips late of said County deceased together with proof and probate thereof taken from Wills Liber O. B. D. 4, folio 159, 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 26th day of September in the year of our Lord, nineteen hundred and thirty-nine.

(Court Seal) R. Glenn Prout

Register of Wills for Anne Arundel County.

Exhibit #5 with Bill of Complaint --Filed Sept. 27th., 1939.

In the Name of God, Amen!

I, Stella Irene Phillips of Annapolis, Anne Arundel County, Maryland, being of sound and disposing mind, memory and understanding considering the certainty of death and the uncertainty of the time thereof and desiring to settle my worldly affairs, in the manner seeming best to me before it pleases Almighty God to call me hence, do make, publish and declare the following as my last will and testament.

In the first place I commit my Soul unto the hands of Almighty God who gave it and my body to the earth to be decently buried in the discretion of my Executrices hereinafter named.

After the payment of all my just and lawful debts due and owing at the time of my death:

Item: I give, devise and bequeath all my property real, personal and mixed of whatever description and wherever situate unto my two sisters, Addie Florence Phillips, and Hattie Olive Phillips, as joint tenants and not as tenants in common and to the survivor her heirs and assigns, in fee simple absolutely.

I hereby nominate, constitute and appoint Addie Florence Phillips and Hattie Olive Phillips Executrices of this my last will and testament, hereby revoking any and all other wills heretofore made by me, declaring this and none other to be my last will and testament.

In testimony whereof I have hereunto set my hand and affixed my seal this thirty-first day of December Anno Dominii Nineteen hundred and twenty five.

Stella Irene Phillips (Seal)

Signed, Sealed, Published and Declared by the above named Stella Irene Phillips as her last will and testament in our presence who at her request, in her presence and in the presence of each other have hereunto set our hands as witnesses thereto this thirty first day of December Anno Dominii Nineteen Hundred and twenty five.

Violet V. Beard
J. Garland Healy
Myrtle Sturm

Anne Arundel County, Ss:

On the 17th day of July 1928 came Nicholas H. Green and made Oath in due form of law, that he does not know of any Will or Codicil of Stella Irene Phillips late of said County, deceased, other than the above instrument of writing, and that he has had the same in his posession since day of execution.

Testatrix departed this life on the 17th day of June, 1928

Sworn to in open Court

Test: Oden B. Duckett

Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 17th day of July, 1928 came Violet V. Beard Tayman and Myrtle Sturm two of the subscribing witnesses to the aforegoing last Will and Testament of Stella Irene Phillips 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 together with J. Garland Healy 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: Oden B. Duckett

Register of Wills for Anne Arundel County.

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Stella Irene Phillips, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 17th day of July, 1928, that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil of the said Stella Irene Phillips, deceased.

Judges (Maynard Carr, C. J.
(Lemon Beall Sr. A. J.
(F. C. Hutchins, A. J.

State of Maryland, Anne Arundel County

I, R. Glenn Prout, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Stella Irene Phillips late of said County deceased together with proof and probate thereof taken from Wills Liber O. B. D. No. 4, folio 328, 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 26th day of September in the year of our Lord, nineteen hundred and thirty-nine.

(Court Seal) R. Glenn Prout

Register of Wills for Anne Arundel County.

Answer of S. Rosetta Phillips to Bill of Complaint. --Filed Sept. 27th., 1939.

The answer of S. Rosetta Phillips, to the Bill of Complaint Audrey L. Levine and Albert

Levine, her husband, et al, against her and others in this Court exhibited, this defendant answering says:

That she admits each and every allegation of the Bill of Complaint and consents that a decree may be passed as therein prayed.

And as in duty bound etc.,

S. Rosetta Phillips

Answer of Alfred W. Phillips -- Filed Sept. 27th., 1939.

To the Honorable, The Judges of Said Court:

The Answer of Alfred W. Phillips to the bill of complaint of Audrey L. Levine and others against him and others in this Court exhibited.

This Defendant, answering says:

First: That he admits the matters and facts in said bill alleged.

Second: That he 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.

Albert J. Goodman

Solicitor for Alfred W. Phillips

Testimony on Bill and Answer November 4th, 1939.

Present:-

Mrs. M. Claire Green Duckett, Solicitor for Plaintiffs.

Mr. Albert J. Goodman, Solicitor for Defendant, Albert Phillips.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

..... Agreement of Counsel to waive signatures.

Witnesses:-

Mrs. S. Rosetta Phillips, ---------- 2 to 4

Albert W. Phillips, ---------- 5 to 7

T. Carroll Worthington,----------8 to 9

Mrs. Clemence Burwell, ---------- 10

Mrs. S. Rosetta Phillips, a witness of lawful age, being first duly sworn, deposes and says:-

(Duckett)

1. State your name and residence?

A. S. Rosetta Phillips, 14 Acton Place, Annapolis, Md.

2. Did you know the late Addie F. Phillips? A. Yes.

3. Where did she live? A. 120 Market st., Annapolis, Md.

4. Do you know the date of her death?

A. January 13th., 1939.

5. Do you know if Addie F. Phillips left a last will and testament? A. Yes.

6. I show you this paper now marked Examiner's Exh. A with the testimony, will you state what that is?

A. That is a certified copy of the Will of Addie F. Phillips.

7. Did you know her two sisters, Stella I. Phillips and Hattie O. Phillips? A. Yes.

8. Are they still living? A. No.

9. When did Hattie O. Phillips die? A. October 29th, 1926.

10. When did Stella I. Phillips die? A. June 17th., 1928.

11. At the death of Addie F. Phillips in January, 1939, who are the surviving heirs?

A. Audrey L. Levine, Philip Windsor Peters, Harriet Peters and James T. Peters, infant, who are the children of Ruby Phillips Peters, a deceased sister; and two brothers, John L. Phillips, the husband of S. Rosetta Phillips, and Albert W. Phillips.

12. Have any of those heirs since died?

A. Yes, John L. Phillips died March 15th, 1939, leaving S. Rosetta Phillips his widow, but no children.

13. Did he leave a last will and testament? A. Yes.

14. I hand you this paper which has been filed and marked Examiner's Exhibit B and ask you what this is?

A. This is a certified copy of the Will of John L. Phillips.

15. Who are the other living heirs?

A. Those mentioned above,- Albert Levine is the husband of Audrey L. Levine, and Irma M. Peters is the wife of Philip Windsor Peters, and Thomas W. Peters as the father of James T. Peters, infant, has consented to have his name used as prochein ami for the said James T. Peters as one of the Plaintiffs in this case,- all of the others are adults and of full age, and the said Defendants are all adults and residents of Anne Arundel County.

16. Are you familiar with the real estate that Addie F. Phillips died seized and possessed of in Annapolis? A. Yes.

17. Of what does it consist?

A. House and grounds known as 120 Market street in Annapolis, Md.

18. I hand you this paper which is offered in evidence and marked Examiner's Exhibit C will you state what this is?

A. This is a certified copy of the deed for the property on Market street to Addie F. Phillips, Hattie O. Phillips, and Stella I. Phillips, dated October 30th, 1920, as tenants in common.

19. What became of the interest of Hattie O. Phillips and Stella I. Phillips?

A. The wills will show it was left to Addie F. Phillips.

20. I hand you this paper now offered and filed as Examiner's Exh. D and ask you to state what that is?

A. Certified copy of the will of Hattie O. Phillips of Annapolis, Md.

21. I hand you this paper which is offered and filed as Exam. Exh. E and ask you to state what that is?

A. This is a certified copy of the last will and testament of Stella I. Phillips.

22. Will you describe the house on the property at 120 Market street?

A. It is a two story and attic, frame, hip roof and basement, has nine rooms and two in the basement, has no bath or modern heating plant. The cellar of the house is in bad condition, the other part looks good.

23. How long since that house has been lived in? A. Two years last month.

24. Do you believe that this property is susceptible of division in kind, without loss or damage to the parties interested, among those entitled to it?

A. No.

25. What do you consider is the best thing to do with it?

A. The best thing is to sell the property and divide the proceeds among those entitled to it, according to their respective interests.

26. What, in your opinion is the value of the property?

A. Around Thirty-five Hundred Dollars.

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

A. Nothing more.

Signatures waived by agreement of counsel.

Albert W. Phillips, a witness of lawful age, being first duly sworn, deposes and says:-

(Duckett)

1. State your name and address?

A. Albert W. Phillips, West Annapolis, Md.

2. Did you know the late Addie F. Phillips? A. Yes.

3. Where did she live? A. 120 Market st., Annapolis, Md.

4. Do you know the date of her death? A. January 13th, 1939.

5. Do you know if Addie F. Phillips left a last will and testament? A. Yes.

6 . I show you this paper now marked Examiner's Exh. A with the testimony, will you state what that is?

A. That is a certified copy of the Will of Addie F. Phillips.

7. Did you know her two sisters, Stella I. Phillips and Hattie O. Phillips? A. Yes.

8. Are they still living? A. No.

9. When did Hattie O. Phillips die? A. October 29th, 1926.

10. When did Stella I. Phillips die? A. June 17th, 1928.

11. At the death of Addie F. Phillips in January, 1939, who are the surviving heirs?

A. Audrey L. Levine, Philip Windsor Peters, Harriett Peters and James T. Peters, infant, who are the children of Ruby Phillips Peters, a deceased sister; and two brothers, John L. Phillips, the husband of S. Rosetta Phillips, and Albert W. Phillips.

12. Have any of those heirs since died?

A. Yes, John L. Phillips died March 15th, 1939, leaving S. Rosetta Phillips his widow, but no children.

13. Did he leave a last will and testament? A. Yes.

14. I hand you this paper which has been filed and marked Examiner's Exhibit B and ask you what this is?

A. This is a certified copy of the Will of John L. Phillips.

15. Who are the other living heirs?

A. Those mentioned above,- Albert Levine is the husband of Audrey L. Levine, and Irma M. Peters is the wife of Philip Windsor Peters, and Thomas W. Peters as the father of James T. Peters, infant, has consented to have his name used as prochein ami for the said James T. Peters as one of the Plaintiffs in this case,- all of the others are adults and of full age, and the said Defendants are all adults and residents of Anne Arundel County.

16. Are you familiar with the real estate that Addie F. Phillips died seized and possessed of in Annapolis? A. Yes.

17. Of what does it consist?

A. House and grounds known as 120 Market street in Annapolis, Md.

18. I hand you this paper which is offered in evidence and marked Examiner's Exhibit C will you state what this is?

A. This is a certified copy of the deed for the property on Market street to Addie F. Phillips, Hattie O. Phillips, and Stella I. Phillips, dated October 30th, 1920, as tenants in common.

19. What became of the interest of Hattie O. Phillips and Stella I. Phillips?

A. The wills will show it was left to Addie F. Phillips.

20. I hand you this paper now offered and filed as Examiner's Exh. D and ask you to state what that is?

A. Certified copy of the will of Hattie O. Phillips of Annapolis, Md.

21. I hand you this paper which is offered and filed as Exam. Exh. E and ask you to state what that is?

A. This is a certified copy of the last will and testament of Stella I. Phillips.

22. Will you describe the house on the property at 120 Market street?

A. It is a two story and attic, frame, hip roof and basement, has nine rooms and two in the basement, has no bath or modern heating plant. The cellar of the house is in bad condition, the other part looks good.

23. How long since that house has been lived in?

A. Two years last month.

24. Do you believe that this property is susceptible of division in kind, without loss or damage to the parties interested, among those entitled to it? A. No.

25. What do you consider is the best thing to do with it?

A. The best thing is to sell the property and divide the proceeds among those entitled to it, according to their respective interests.

26. What, in your opinion is the value of the property?

A. Around Forty-five Hundred Dollars.

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

A. Nothing more

Signatures waived by agreement of counsel.

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

(Duckett)

1. State your name, address and profession?

A. T. Carroll Worthington, 236 Main street, Annapolis, Md., Real Estate and Insurance Broker.

2. How long have you been engaged in this business in the City of Annapolis?

A. Insurance about twenty years and real estate five years.

3. How long have you lived in the City of Annapolis?

A. In the City fifteen years, in Anne Arundel County all my life.

4. Are you familiar with the prices of real estate in the neighborhood of 120 Market street in Annapolis? A. I am.

5. Have you examined this property and been through the residence there? A. Yes I have.

6. Will you give a description of the house, and the condition it is in?

A. It is a two and a half story frame house with two rooms and coal room in the basement. It has no heating plant, is heated by stoves. No bath room, and the front part of the house the underpinning is practically gone, the house in the front is settling.

7. Will you state why it is you are so familiar with the condition of the foundation of the house and the general condition of the house?

A. I had a prospect for the purchase of the house so he had his builder go with him to look over the building and to give him an estimate on fixing it up, to put it in livable condition, I went with the man and his builder at the time he inspected it, and I saw for myself.

8. Do you know the size of the lot? A. It is 28 X 147.

9. What, in your opinion, is a fair market value of this ~~kxix~~ property? A. $2600.00

10. How much of that is the value of the land?

A. $1400 for the lot and $1200 for the building.

11. You have heard the witnesses testify as to the number of people who now have an interest in this property? A. I have.

12. Is it your opinion that this property could be divided up amongst them without loss and injury to any of them?

A. It could not, it must be sold to realize anything at all.

13. It is then your opinion it is to the best interest of all, including the infant, that the property be sold and the proceeds divided among those interested as their interest may appear?

A. Yes it is.

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

A. No.

Signature waived by agreement of counsel.

Mrs. Clemence Burwell, a witness of lawful age, being first duly sworn, deposes and says:- (Duckett)

1. State your name and official position?

A. Mrs. Clemence Burwell, Clerk to the Register of Wills.

2. Your office has custody of all papers filed in the Orphans Court for Anne Arundel County?

A. Yes.

3. Will you please state whether or not the will of Addie F. Phillips has been filed in the Orphans Court and probated and when?

A. Her will was probated on January 31st., 1939 and Notice to Creditors issued same date and publication ordered.

4. Has the Will of John L. Phillips been probated and Notice to Creditors issued?

A. Yes, March 21, 1939.

5. Has the Will of Stella Irene Phillips been probated and Notice to Creditors published?

A. Yes, July 17th, 1928.

6. Has the Will of Hattie O. Phillips been probated and Notice to Creditors issued?

A. Yes, July 8th, 1927.

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

A. No.

Signature waived by agreement of counsel.

There being no further witnesses to be examined in this case, and no further testimony desired on behalf of either the Plaintiff or Defendant this testimony is now closed and returned to the Court at request of the Solicitors.

Witness my hand and seal this 10th day of November, 1939.

Jno. S. Strahorn (Seal)

Examiner.

Decree for Sale of Real Estate. Nov. 22, 1939 -- Filed Nov. 22" 1939.

This cause standing ready for hearing and being submitted upon the Bill and Answers, the Answers of the Defendants admitting the matters and facts set forth in the Bill and consenting to the passage of a Decree, the proceedings were by the Court read and considered.

It is thereupon this 22nd day of November, 1939, by the Circuit Court for Anne Arundel County sitting in Equity and by the authority thereof adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold for the purpose of partition among the parties.

That Clare Green Duckett and Albert Jerome Goodman be and they are hereby appointed Trustees to make such sale and that the course and manner of their proceedings be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland executed by them with a surety or sureties to to be approved by the Clerk of this Court in the penalty of Four thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or which may be reposed in them by any future order or decree in the premises; they shall then proceed to make the said sale, having first given at least three weeks previous notice inserted in some newspaper published in Anne Arundel County, and such other notice as they may think proper, of the time, place, manner and terms of sale, which terms shall be as follows: a deposit of Five hundred dollars to be paid in cash on the day of sale, and the balance of the purchase price on the final ratification of sale, the deferred payment to bear interest at 6% per annum from day of sale, and if not sold at public sale on the day so advertised, the Trustees shall proceed to make sale at either private or public sale to the best advantage and upon the terms above set forth. And as soon as may be convenient after any such sale the said Trustees shall return to this Court a full and particular account of the same with an affidavit of the truth thereof and of the fairness of such sale annexed.

And on the ratification of such sale by the Court and on the payment of the whole purchase money and not before the said Trustees by a good and sufficient deed to be executed and acknowedged agreeably to law shall convey to the purchaser or purchasers of said property and to his, her or their heirs the property to him, her or them sold, free, clear and discharged of all claims of the parties to this cause, and of any person or persons claiming by from or under them or either of them.

And the said Trustees shall bring into this Court the money arising from such sale or sales to be distributed under the direction of this Court after deducting therefrom the costs of this suit and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Ridgely P. Melvin, Judge.

Bond --Filed and Approved this 25th. day of Nov. 1939, John H. Hopkins, 3rd., Clerk.

Know All Men By These Presents:

That we, Clare Green Duckett and Albert Jerome Goodman of Annapolis, Anne Arundel County, Maryland 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 Four thousand dollars, to be paid to the said State of its

certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, Executors, Administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 24th day of November, in the year of our Lord nineteen hundred and thirty nine.

Whereas, the above bounden Clare Green Duckett and Albert Jerome Goodman by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County have been appointed Trustees to sell the real estate mentioned in the proceedings in the case of Audrey L. Levine et al. vs. S. Rosetta Phillips et al, No. 7892 Equity, now pending in said Court:

Now, the Condition of the above obligation is such, that, if the above bounden Clare Green Duckett and Albert Jerome Goodman 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: (Corporate Seal) Clare Green Duckett (Seal)

Albert Jerome Goodman (Seal)

Grace E. Roth

American Bonding Company of Baltimore

Attest:

By: Eugene P. Childs, Atty.

By: Myrtle Sturm, Agent.

Report of Sale of Trustees and Order Nisi thereon. -- Filed Dec. 20th., 1939.Order Jan.30,1940

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

The Report of Clare Green Duckett and Albert Jerome Goodman, Trustees, appointed by the decree in this cause, to make sale of the real estate therein mentioned respectfully shows: that after giving bond with security for the faithful discharge of their trust, as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, they did pursuant to said notice attend at the Court House Door in the City of Annapolis, Maryland, on Tuesday, the 19th day of December, 1939, at 11.45 A. M. the time and place mentioned in said advertisement, and then and there offered the following property mentioned in these proceedings at public sale, that is to say: All that lot of ground located on the southeast side of Market Street, fronting thereon 27 feet, more or less, with a depth of 147 feet, more or less, as described in a deed from James E. V. Phillips, widower, to Addie F. Phillips, Hattie O. Phillips and Stella I. Phillips, dated 30th day of October, 1920, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 33 folio 246, and devised by the last wills and testaments of Hattie O. Phillips, Stella I. Phillips and Addie F. Phillips, and sold the same to Alfred W. Phillips at and for the sum of Two thousand dollars, he being at that price the highest bidder therefor.

That the said purchaser agrees to comply with the terms of sale, agreement of purchaser and certificate of the auctioneer marked Exhibit No. 1 with Report of Sale is filed herewith.

All of which is respectfully submitted,

Clare Green Duckett

Albert J. Goodman

Trustees.

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this 20" 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 Clare Green Duckett and Albert Jerome Goodman, Trustees, and made oath in due form of law that the matters and facts set out in the aforegoing report of sale are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial,

(Notarial Seal) Myrtle Sturm

Notary Public.

Purchaser's Agreement and Auctioneer's Certificate with Report of Sale. Exhibit No. 1

Trustees' Sale of valuable Real Estate in the City of Annapolis, Maryland, Located on Market Street, and Designated as No. 120 Market Street.

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated the 22nd day of November, 1939, and passed in a cause in said Court pending wherein Audrey L. Levine et al. are plaintiffs and S. Rosetta Phillips et al, are defendants, the undersigned will offer at public sale at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, Dec. 19th, 1939 at 11:45 A. M., the following described property:

All that lot of ground located on the southeast side of Market Street, fronting thereon 27 feet, more or less, with a depth of 147 feet, more or less, as described in a deed from James E. V. Phillips, widower, to Addie F. Phillips, Hattie O. Phillips and Stella I. Phillips, dated 30th day of October, 1920, and recorded among the Land Records of Anne Arundel County in Liber W. N. W., No. 33, folio 246, improved by a two-story and attic frame dwelling, consisting of 9 rooms and basement.

Terms of Sale as Prescribed by the Decree:- A deposit of $500 to be paid in cash on the day of sale, and the balance of the purchase price on the final ratification of sale, the deferred payment to bear interest at 6 per cent per annum from day of sale. Taxes, water rent and insurance to be adjusted to day of sale.

Clare Green Duckett, Trustee,
14 Church Circle, Annapolis, Md.

George W. Scible, Auctioneer.

Albert Jerome Goodman, Trustee,
12 Church Circle, Annapolis, Md.

This is to certify that I have this day purchased at public auction from Clare Green Duckett and Albert Jerome Goodman, Trustees the property herein described at and for the sum of Two thousand Dollars and I hereby agree to comply with the terms of sale.

Witness my hand and seal this nineteenth day of December, 1939.

Witness: Myrtle Sturm. A. W. Phillips (Seal)

This is to certify that I have this day sold at public auction for Clare Green Duckett and Albert Jerome Goodman, Trustees, the property herein described to Alfred W. Phillips at and for the sum Two thousand Dollars he being at that price the highest bidder therefor.

Witness my hand and seal this nineteenth day of December, 1939.

Witness: Geo. W. Scible (Seal)

Myrtle Sturm. Auctioneer.

Certificate of Publication Annapolis, Md., December 20, 1939

We hereby certify, that the annexed Trustee's Sale - Levine vs. Phillips was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for four successive weeks before the 19th day of December, 1939. The first insertion being made the 27th day of November, 1939.

The Capital-Gazette Press, Inc.

By H. L. Strange

ORDER NISI

Ordered this 20th day of December, 1939, that the sale of the property mentioned in these proceedings made and reported by Clare Green Duckett and Albert Jerome Goodman, Trustees, 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.

The Report states the amount of sale to be $2,000.00.

John H. Hopkins, 3rd., Clerk

Certificate of Publication Annapolis, Md., June 22, 1940

We hereby certify, that the annexed Order Nisi - Sale - Levine et al. vs. Phillips No. 7892 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.

Ordered this 30th day of January in the year 1940, that the sale within reported be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given as directed by the preceding order, the Trustees are allowed the usual commissions and such expenses as they may produce vouchers for to the Auditor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account -- Filed March 14th., 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. Audrey L. Levine, et al Vs. S. Rosetta Phillips, et al in ac. with Clare Green Duckett and Albert J. Goodman, Trustees

To Trustees for Commissions	$93.33	
To Trustee (Clare G. Duckett) for fee as per order of 2/13/40	50.00	$143.33
To Trustees for Court costs, viz:		
Plaintiffs' Solicitor's Appearance fee	10.00	
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court - court costs	30.15	
Auditor	13.50	63.65

To Amount brought forward		$206.98
To Trustees for Expenses, viz:		
Capital-Gazette Press - advertising sale	$26.00	
Capital-Gazette Press - Order nisi on report of sale	5.00	
Capital-Gazette Press - Order nisi on auditor's acct.	5.00	
Art Press - handbills	5.50	
George W. Scible - auctioneer	16.00	
American Bonding Co. - bond premium	16.00	
Clerk of Court - certified copies	1.25	
Register of Wills - certified copies	7.00	
John S. Strahorn - Examiner	8.00	
Juliet D. Strahorn - Stenographer	4.50	
T. Carroll Worthington - appraisal fee	10.00	
One-half Federal and State revenue stamps	2.00	106.25
To Trustees for Orphans Court Expenses, viz:		
Register of Wills - collateral inheritance Tax - 7½%	150.00	
J. Carson Boush - appraisal fee	5.00	
George W. Scible - appraisal fee	5.00	160.00
To Trustees for Taxes, viz:		
1939 State and County taxes - adjusted	51.58	
1939 Annapolis City taxes - adjusted	19.19	70.77
To Alfred W. Phillips - brother - 1/3 net proceeds	489.00	
To M. Clare M. Green, Executrix of John L. Phillips - brother - 1/3 net proceeds	489.00	
To Audrey L. Levine - niece - 1/12 net proceeds	122.25	
To Phillips W. Peters - nephew - "	122.25	
To Harriet Peters - niece - "	122.25	
To James T. Peters - nephew "	122.25	1,467.00
		$2,011.00

Cr. Dec. 19, 1939	Proceeds of Sale	$2,000.00
	Interest on deferred payment	11.00
		$2,011.00

ORDER NISI

Ordered, This 14th., day of March, 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 15th 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 15th., day of April next.

John H. Hopkins, 3rd.,
Clerk.

Certificate of Publication Annapolis, Md., April, 11, 1940.

We hereby certify, that the annexed Order Nisi - Auditor's Account Levine vs. Phillips No. 7892 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 15th day of April, 1940. The first insertion being made the 15th day of March, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 17th day of April, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

In The Matter of the Sale of the Mortgaged Real Estate of Robert Moss, Maggie A. Moss, his wife.	:	No. 6262 Equity. In the Circuit Court for Anne Arundel County.

For previous proceedings see W. M. B., No. 24, Folio 320 to 333

Petition for Decree in Personam --Filed Aug. 28th., 1934.

To the Honorable, the Judges:

The Petition of the Annapolis Savings Institution, Annapolis, Maryland, respectfully shows:

That the mortgage filed in this case from Robert Moss and Maggie A. Moss, his wife, to your Petitioner, dated the 15th day of June in the year Nineteen hundred and twenty-four and recorded in the Land Records of Anne Arundel County in Liber W. N. W. 66, folio 265, being in default and long overdue, was duly foreclosed by James M. Munroe, the Attorney named in the mortgage to sell the said property in case of default, by a sale of said property on Tuesday, the 15th day of May, 1934 and the sale of said property was duly reported to and finally ratified by this Honorable Court on the 3rd day of June, 1934 and an Auditor's Account was thereupon stated by the Order of this Court and after publication of Order Nisi thereon, was finally ratified by this Court on the 15th day of August, 1934, from which it appears that there is still due to your Petitioner on account of said mortgage debt, the sum of Eight thousand, two hundred seventy-six and 65/100 Dollars ($8,276.65) with interest from the 15th day of August, 1934 aforesaid, and your petitioner shows that it is entitled to maintain an action at law upon the covenants contained in the said mortgage for said residue of said mortgage debt so remaining unpaid and unsatisfied by the proceeds of said sale and your Petitioner accordingly prays the Court to pass an order requiring notice by summons, or otherwise, to be given to the mortgagors of said deficiency of proceeds of sale of said mortgage property and in default of the payment of the balance due your Petitioner, as shown by the Auditor's Account in this case, to enter Decree in Personam against the said mortgagors for the said balance due as provided by Section 24 of Article 16 of the Code of Public General Laws of Maryland.

And as in duty, etc.

James M. Munroe
Solicitor for Annapolis Savings Institution.

Annapolis Savings Institution
By B. Allein Welch, President.

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

I Hereby Certify, That on this 17th day of August in the year Nineteen hundred and thirfour, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel Brooke, Cashier of the Annapolis Savings Institution, and made oath in due form of law that the facts set forth in the foregoing Petition are true as therein stated and that there is due and remaining unpaid to the Annapolis Savings Institution by Robert Moss and Maggie A. Moss, his wife, the sum of Eight thousand, two hundred seventy-six and 65/100 Dollars ($8,276.65) with interest from the 15th day of August, 1934, as shown by the Auditor's account filed in the above entitled case.

As witness my hand and Notarial seal.

(Notarial Seal) Catherine L. Knadler.

Ordered by the Circuit Court for Anne Arundel County in Equity, this 29" day of August, 1934, upon the foregoing Petition and affidavit, that notice be given to Robert Moss and Maggie A. Moss, his wife, of the deficiency of the proceeds of the sale of the property sold under the mortgage in this case to pay the mortgage debt and accrued interest due to the Annapolis Savings Institution, Mortgagee, after the payment of the costs and expenses of said sale of the property as allowed by the Court, by service on and leaving with said mortgagors, or either of them, a copy of the foregoing Petition and of this Order. And a Decree in Personam will be entered by this Court for said deficiency unless the said Robert Moss and Maggie A. Moss, his wife, pay and satisfy the said deficiency, or show cause to the contrary why it should not be paid on or before the expiration of thirty days from the service of a copy of the foregoing Petition and of this Order upon the said Robert Moss and Maggie A. Moss, his wife, on or before the 5 day of September, 1934.

Nicholas H. Green, A. J.

Decree in Personam

Ordered by the Circuit Court for Anne Arundel County, in Equity, this 18th day of October, 1934, upon the foregoing petition and affidavit, it appearing to the Court that the Auditor's Account in this case has been finally ratified and from said account it appears that there is due to the Petitioner, the Annapolis Savings Institution, the sum of Eight thousand, two hundred seventy-six and 65/100 ($8,276.65) Dollars, with interest from the 15th day of August, 1934, as set out in the foregoing Petition and that due notice thereof has been served upon the mortgagors, Robert Moss and Maggie A. Moss, his wife, by service of a copy of the Petition of the Annapolis Savings Institution filed in the above entitled case on the 28th day of August, 1934 and of the Order passed thereon on the 29th day of August, 1934, notifying the said Robert Moss and Maggie A. Moss, his wife, that a Decree in Personam would be entered against them for the said deficiency unless the said Robert Moss and Maggie A. Moss, his wife, pay and satisfy the said deficiency or show cause to the contrary why it should not be paid, on or before the expiration of thirty days from the service of a copy of the said Petition and Order of Court and it appearing to the Court that the said sum of Eight thousand, two hundred seventy-six and 65/100 ($8,276.65) Dollars, with interest thereon from the 15th day of August, 1934, has not been paid to the said Annapolis Savings Institution nor any part thereof and no cause shown to the contrary why the said sum should not be paid as required by said Order of Court, it is by the Circuit Court for Anne Arundel County, in Equity, this 18th day of October,

1934 adjudged, ordered and decreed that the said Robert Moss and Maggie A. Moss, his wife, pay unto the said Annapolis Savings Institution the said sum of Eight thousand, two hundred seventy-six and 65/100 ($8,276.65) Dollars, with interest thereon from the 15th day of August, 1934.

Wm. Henry Forsythe, Jr.

Copy of Petition for Decree in Personam & Order of Court served on each of the defendants. Aug. 39th., 1934.

R. Glenn Prout, Sheriff.
F.W.W.

Belair Road Building and Loan Association, Inc., and J. Calvin Carney, Atty.; Vs. Myra Watson Lineberger and Joseph Lineberger, her husband.	No. 7880 Equity. In The Circuit Court for Anne Arundel County.

Petition for foreclosure -- Filed Aug. 31st. 1939.

Mr. Clerk:

Please docket the above entitled case for foreclosure of mortgage and file the accompanying Exhibit, marked "Plaintiff's Exhibit No. 1."

J. Calvin Carney -
Attorney for Plaintiff.

"Plaintiff's Exhibit No. 1. -- Filed Aug. 31st. 1939.

(Md. State Tax Stamp $2.20)

Eq

This Mortgage, Made this 29th day of June, in the year nineteen hundred and thirty-nine, between Myra Watson Lineberger and Joseph Lineberger, her husband, of Anne Arundel County in the State of Maryland, Mortgagors, and Belair Road Building and Loan Association, Incorporated, a body corporate, duly incorporated, Mortgagee:

Whereas, the said Mortgagors being members of said body corporate, have received therefrom an advance of Twenty Two Hundred Dollars ($2200.00) on twenty-two shares of its stock, the execution of this mortgage having been a condition precedent to the granting of said advance.

Now, Therefore, This Mortgage Witnesseth, that in consideration of the premises and of the sum of one dollar, the said Mortgagors do grant, assign and convey unto the said mortgagee, its successors and assigns, all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, and described as follows:

Beginning for the same on the West side of Marley Neck Road at the distance of fifty and ninety-seven one hundredths feet Southerly from the intersection of the West side of Marley Neck Road and the South side of a fifteen foot road and running thence South eighty-nine degrees West one hundred and sixty and twenty-five one hundredths feet South one degree East fifty-eight and forty-five one hundredths feet and North eighty-nine degrees East one hundred seventy-four and three one-hundredths feet to the West side of Marley Neck Road and then binding thereon Northerly sixty feet to the place of beginning; as surveyed by Thomas H. Disney, Surveyor, August 12th, 1927 being designated at Lot No. 12 on the Plat of said date.

Being the same lot of ground described in a Deed from Sarah Agnes Watson Coursey, widow, to Myra Watson Lineberger, dated May 20th, 1933 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 108 folio 306 etc.

See also Agreement dated June 22, 1938 and recorded among said Land Records in Liber F.S. R. No. 184 folio 362 etc.

Together with the improvements thereon, and all the privileges and appurtenances thereto belonging; including all heating, oil burner, plumbing and electrical apparatus, equipment and fixtures therein contained.

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

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

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows: that is, to pay weekly to the said mortgagee, its successors or assigns, the sum of twenty-five cents on each of said twenty-two shares of stock as dues until the said sum of Twenty Two Hundred Dollars ($2200.00) shall be repaid; and also to pay weekly, at the time and place specified by the mortgagee, the sum of twelve cents for each of said twenty-two shares as interest until the sum of One Hundred dollars shall be repaid in weekly dues, when the said weekly payments of interest shall be reduced twelve cents; and so on, and as often as One Hundred dollars shall be so repaid in dues, the weekly payments of interest shall be so reduced twelve cents; to pay all fines and penalties that may be imposed upon said mortgagors by said mortgagee in accordance with its charter, constitution or by-laws, which by-laws are hereby made a part hereof; to pay all taxes and water rent, and other public dues and charges for which the property hereby mortgaged is now or may become liable, when payable, and for the purpose of paying the same the said mortgagors hereby covenant to pay weekly to the said mortgagee, its successors and assigns, the sum of One Dollars and Ten Cents which the said mortgagee shall from time to time apply to the payment of said expenses, and in the event that said sum should in any year during the continuance of this mortgage be insufficient to pay said expenses, then the said mortgagors will on demand pay the difference, but should said sum be more than sufficient, the excess shall be credited to the mortgagors

And the said mortgagors covenant to keep the improvements upon said property fully insured against loss by fire, in some insurance company approved by the mortgagee, and to deliver all policies to the mortgagee so framed as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien hereunder, all of which payments and covenants shall continue in force until the sum of Twenty Two Hundred Dollars ($2200.00) shall be repaid.

And it is agreed that until default be made in the premises, the said mortgagors, their heirs, personal representatives or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable.

And it shall be lawful for the said mortgagee, its successors or assigns, or for J. Calvin Carney, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs,

personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including One Hundred Dollars counsel fee and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the mortgagors their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

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

As Witness the hands and seals of said Mortgagors.

Test: Myra Watson Lineberger (Seal)

Margaret M. Percy Joseph Lineberger (Seal)

State of Maryland, City of Baltimore To Wit:

I Hereby Certify, that on this 29th day of June in the year nineteen hundred and thirty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Myra Watson Lineberger and Joseph Lineberger, her husband, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared J. David Lassahn, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth. And further that he is the President and Agent of said body corporate and is duly authorized to make this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal) Margaret M. Percy.

Notary Public.

Statement of Mortgage Claim -- Filed Sept. 21 st., 1939.

Statement of Mortgage Debt.

Statement of the Mortgage Claim of Belair Road Building and Loan Association, Incorporated, and J. Calvin Carney, attorney named in mortgage, under the mortgage from Myra Watson Lineberger and Joseph Lineberger, her husband, to Belair Road Building and Loan Association, Incorporated, dated the 29th day of June 1939, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 203, Folio 206.

Amount of Loan --	$2200.00
18 weeks interest 7/4 to 10/31 inc.	47.52
Total ----	$2247.52

(Corporate Seal) Belair Road Building and Loan Association, Incorporated,
By Herbert F. Engelhardt -Secretary

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 19th day of September 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 Herbert F. Engelhardt, Secretary of the Belair Road Building and Loan Association, Incorporated, the plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Witness my hand and Notarial Seal.

(Notarial Seal) Margaret M. Percy
Notary Public.

Bond,Approved & filed Sept. 21st. 1939. John H. Hopkins, 3rd.,Clerk.

Know all Men by these Presents:

That We J.Calvin Carney, of Baltimore, Maryland, and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-two Hundred ($2200.00) Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally,firmly by these presents, sealed with our seals and dated this 15th day of September in the year of our Lord nineteen hundred and thirty-nine.

Whereas, the above bounden J. Calvin Carney, by virtue of a power contained in mortgage from Myra Watson Lineberger and Joseph Lineberger, her husband, to Belair Road Building and Loan Association, Incorporated, dated June 29th, 1939, and recorded in Liber J. H. H. No. 203, ------ folio 206, etc., one of the Land Record Books of Anne Arundel County, Maryland, 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 J. Calvin Carney, is about to execute the power vested in him in said mortgage;

Now the Condition of the Above Obligation is Such, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of Elizabeth McC. West

Attest: M. C. Klair

(Corporate Seal)

J. Calvin Carney (Seal)
Maryland Casualty Company
By A. F. Stoebener,
Attorney-in-fact.

Statement of Mortgage -- Filed March 4th., 1940

Statement of Mortgage claim of Belair Road Building and Loan Association, Incorporated, and J. Calvin Carney, Attorney-named-in-Mortgage, under the mortgage from Myra Watson Lineberger and Joseph Lineberger, her husband to Belair Road Building and Loan Association, Incorporated, dated the 29th day of June, 1939, and recorded among the Land Records of Anne Arundel County, in Liber J. H. H. No. 203 folio 206 etc.

Amount of Loan	$2200.00
Paid on account of principal	46.41
Balance	$2153.59
Credit Expense Account -	15.40
Balance	$2138.19
Interest from 10/10/39 to 4/2/40 -	68.64
Total	$2206.83

(Corporate Seal) Belair Road Building And Loan Association, Incorporated,
By Herbert F. Engelhardt, Secretary.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 29th day of February, 1940, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Herbert F. Engelhardt, Secretary of the Belair Road Building and Loan Association, Incorporated, the Plaintiff in the above entitled cause, and also appeared J. Calvin Carney, Attorney named-in-Mortgage, and they made oath that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Witness my hand and Notarial Seal.

(Notarial Seal) Margaret M. Percy,
Notary Public.

Bond, Approved & filed this 4th day of March, 1940. John H. Hopkins, 3rd., Clerk.

Know All Men By These Presents, That we, J. Calvin Carney, of Baltimore, State of Maryland and American Surety Company of New York are held and firmly bound unto the State of Maryland in the full and just sum of Twenty-two hundred ($2,200.00) 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, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 20th day of February in the year nineteen hundred and forty.

Whereas, the above bounden J. Calvin Carney, by virtue of the power contained in a mortgage from Myra Watson Lineberger and Joseph Lineberger, her husband, bearing date the 29th day of June nineteen hundred and thirty-nine and recorded among the Mortgage Records of Anne Arundel

County, in Liber J. H. H. No. 203, Folio 206, 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 J. Calvin Carney do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of Elizabeth McC. West

(Corporate Seal)

J. Calvin Carney (Seal)

American Surety Co.of New York

By: Chas. B. Schone,

Resident Vice-President.

Attest:

J. C. Bacon, Resident Asst. Secty.

Report of Sale. --Filed March 6" 1940.

To The Honorable, The Judge of Said Court:

The Report of Sale of J. Calvin Carney, Attorney-named-in-Mortgage, respectfully shows: That pursuant to the terms of the mortgage filed herein, and after giving a bond as security for the faithful discharge of his trust, as provided by said mortgage, which bond was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in "Tne Maryland Gazette", a weekly newspaper published in Anne Arundel County, State of Maryland, for more than twenty days preceding the day of sale, and by short advertisements in the Sunday Sun and Sunday American, said J. Calvin Carney, Attorney-named-in-Mortgage, did, pursuant to said notice, on Monday, March 4th, 1940 at four o'clock P. M. attend on the premises and then and there sold said property particularly described in these proceedings and in the advertisement of sale a copy of which is attached hereto as part hereof, unto Felix A. Volney and Hattie Volney, his wife, at and for the sum of Twenty Three Hundred and Fifty Dollars ($2350.00), they being then and there and at that price, the highest bidders therefor.

J. Calvin Carney,

Attorney-named-in-Mortgage.

State of Maryland, City of Baltimore, To wit:

I Hereby Certify, That on this 5th day of March, 1940, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared J. Calvin Carney, Attorney-named-in-Mortgage, and made oath 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) Margaret M. Percy,

Notary Public.

Advertisement of Sale -- J. Calvin Carney, Solicitor, 3 E.Lexington Street,Balto.Md.

Attorney's Mortgage Sale Valuable Fee Simple Property Located on the West side of Marley Neck Road, Solley's, Third Election District, Anne Arundel County, Maryland.

By virtue of the power of sale contained in a mortgage from Myra Watson Lineberger and Joseph Lineberger, her husband, to the Belair Road Building and Loan Association, Incorporated,

dated June 29th, 1939, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 203 folio 206 (default having occurred in said mortgage), the undersigned, attorney named in mortgage, will sell on the premises, on Monday, March 4, 1940, at 4 o'clock, P. M. All that lot of ground situate in Anne Arundel County, State of Maryland, described as follows:

Beginning for the same on the west side of Marley Neck Road at the distance of fifty and ninety-seven one-hundredths feet southerly from the intersection of the west side of Marley Neck road and the south side of a fifteen foot road and running thence south eighty-nine degrees west one hundred and sixty and twenty-five one-hundredths feet south one degree east fifty-eight and forty-five one-hundredths feet and north eighty-nine degrees east one hundred and seventy-four and three one-hundredths feet to the west side of Marley Neck Road and then binding thereon northerly sixty feet to the place of beginning; as surveyed by Thomas H. Disney, Surveyor, August 12th, 1927, being designated as Lot No. 12 on the plat of said date.

In fee simple; improved by a modern two story frame cottage.

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

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

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

E. T. Newell & Co.,Inc.
Auctioneers

J. Calvin Carney,
Attorney named in Mortgage

ORDER NISI

Ordered, this 6 th.,day of March, 1940, That the sale of the property mentioned in these proceedings made and reported by J. Calvin Carney, Attorney-named-in-Mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 8th.,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 8th., day of April next.

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

John H. Hopkins, 3rd.,Clerk.

Certificate of Publication Annapolis, Md., Apr. 6, 1940

We hereby certify, that the annexed Order Nisi - No. 7880 Equity Sale - Lineberger was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of April, 1940. The first insertion being made the 7th day of March, 1940.

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

Ordered By The Court, This 9 day of April, 1940 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 May 4th. 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. Belair Road Building & Loan Association, Incorporated, et al Vs. Myra Watson Lineberger and husband in ac. with J. Calvin Carney, Attorney named in Mortgage

To Attorney for fee	$100.00	$
To Attorney for commissions	103.82	203.82
To Attorney for Court Costs, viz:		
Plaintiff's Solicitor's Appearance fee	10.00	
Clerk of Court - costs	2.75	
Clerk of Court - additional costs	11.90	
Auditor	9.00	33.65
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale order nisi on	35.00	
Capital-Gazette Press - report of sale order nisi on	5.00	
Capital-Gazette Press - auditor's acct.	5.00	
The Sun - advertising sale	12.70	
News-Post-American-advertising sale	13.60	
E. T. Newell & Co. - auctioneer	16.00	
Schmeiser & Schone, Agts - bond premium	10.00	
Schmeiser & Schone, Agts - insurance	4.58	
One-half Federal and State revenue stamps	2.40	
Margaret M. Percy - notary fees	.50	104.78
To Attorney for Taxes, viz:		
1940 State and County taxes (adjusted)		10.94
To Belair Road Building & Loan Ass'n.,		
Inc., mortgagee - this balance		2,009.21
		$2,362.40

Amount of mortgage claim filed $2,206.83

Cr. Amount allowed as above 2,009.21

This balance subject to decree in personam $ 197.62

Cr.			
March 4, 1940	Proceeds of Sale		$2,350.00
	Interest on deferred payment		10.79
			$2,360.79
	Cr. Unearned insurance premium		1.61
			$2,362.40

ORDER NISI

Ordered, This 4th., day of May, 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 5th., 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 5th., day of June next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., June 5, 1940

We hereby certify, that the annexed Order Nisi Auditor's Acct. - Lineberger No. 7880 Eq. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of June, 1940. The first insertion being made the 9th day of May, 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 June, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

In the Matter of the Sale of the Mortgaged Real Estate of Emma K. Huthwelker, widow. : No. 7942 Equity. In the Circuit Court of Anne Arundel County.

Mr. Clerk:

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

Eq

J. Oliver Clark, Assignee.

Mortgage -- Filed January 31st., 1940

This Mortgage, made this 12th day of December, in the year Nineteen hundred and Thirty three, by and between Emma K. Huthwelker, widow, of Anne Arundel County, in the State of Maryland, of the first part, Mortgagor, and the Home Owners' Loan Corporation, of the second part, Mortgagee.

Whereas, the said Mortgagor is justly indebted unto the said Mortgagee in the full sum of two thousand seven hundred nineteen and 25/100 Dollars, money this day loaned, in consideration whereof and for value received the said Mortgagor has made and passed unto the said Mortgagee her promissory note of even date herewith for said sum of two thousand seven hundred nineteen and 25/100 Dollars, with interest to accrue thereon at the rate of 5 per centum per annum, which said sum with interest the said Mortgagor hereby covenants to pay to the said Mortgagee at its office in Washington, D. C., or to its successors and assigns, in monthly instalments of $21.51 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt id paid in full. With privilege to the said mortgagor to prepay said mortgage indebtedness or any part thereof, whereupon interest will be charged only on the unpaid balance, and with further privilege to the said mortgagor to pay the sum of $11.33

monthly from the date hereof until June, 1936, representing the interest only upon said debt, at the option of said mortgagor, provided all other conditions and covenants in said note and herein on the part of the said mortgagor contained shall have been promptly met, and thereafter the monthly payments shall be $25.14 per month, to be applied, first, to interest on the unpaid balance and the remainder to the principal until said debt is paid in full; and

Whereas, it is further agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagor agrees to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

Whereas, said mortgagor is desirous of securing the prompt payment of said mortgage indebtedness, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

Now Therefore This Mortgage Witnesseth, that for and in consideration of the premises and of the sum of One Dollar and other valuable considerations the said mortgagor does hereby grant and convey unto the said mortgagee, its successors and assigns, all that lot of ground situate in Anne Arundel County, State of Maryland, and described as follows, that is to say:

Beginning, Those two lots in the Third Election District of A.A.Co. designated as Lots Nos. 59 and 60 in Section D of Riviera Beach, with a total frontage of about 50 feet on Asbury Road and an even rectangular depth of 125 feet as shown on the Plat of Riviera Beach filed in Plat Records of A.A.Co., in G. W. No. 1 Section 3, folio 233, these lots being the same property which was conveyed to the mortgagors herein by deed dated March 27,1924, and recorded among the land records of said county in Liber W. N. W. No. 74, folio 127, from Howard M. Pumphrey, single;

Being also the same property which was conveyed to Emma K. Huthwelker by deed from James H. Mitchell and wife, dated December 1, 1933, and recorded prior to or with these presents among the Land Records of Anne Arundel County.

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

To Have And To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the Home Owners' Loan Corporation, its successors and assigns, in fee simple.

And it is further agreed by the parties hereto that wherever there is a reference in the covenants, powers and agreements herein contained, to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of the law) of the same.

Provided that if the said Mortgagor shall pay or cause to be paid the aforesaid mortgage debt and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, but not thereafter, the mortgagor shall possess the aforesaid property upon paying in the meantime all ground rent, taxes

and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest, the said mortgagor does hereby covenant to pay when legally demandable, and the said mortgagor does further covenant and agree that she shall, whenever called upon by the mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on the property herein described, to the said mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Home Owners' Loan Corporation may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

And said mortgagor further covenants to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Home Owners' Loan Corporation, because of the failure on the part of the said mortgagor to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per cent per annum.

And the said mortgagor further covenants to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other casualty, under a mortgage clause in the form approved by said Corporation, with insurers and to an amount approved by the Corporation as a further security for said mortgage debt and assign and deliver to the said Corporation, as issued, with all premiums thereon paid in full, all insurance policies upon said property.

In the event any sum of money becomes payable under such policy or policies, the Corporation shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the obligor to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder, and each and every such payment shall bear interest from date at the rate of six per centum per annum.

And the said mortgagor further covenants to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note and in this mortgage set forth.

The Mortgagor herein hereby assigns to Home Owners' Loan Corporation any and all rents on the premises herein described and authorizes said Corporation, by its agent, to take possession of said permises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagor as described herein, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

And it is agreed that as soon as the mortgagor ceases to own said property or to have any interest therein, either by woluntary or involuntary alienation or in any other manner, except by the death of said mortgagor, or said property shall be diverted to uses other than a dwelling house, then the unpaid balance of said mortgage debt, together with the interest and any charges thereon shall become due and demandable, and in default of the payment thereof on de-

mand, this mortgage may at the option of the mortgage 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 Mortgagor, the Mortgagee, may, without notice to the Mortgagor deal with such successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Corporation and no extension of the time for the payment of the debt hereby secured given by the Corporation shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein either in whole or in part.

The said mortgagor binds herself not to erect or permit to be erected any new buildings on the premises herein mortgaged or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any second mortgage or any junior lien of any kind should be instituted, the Corporation may at its option immediately declare its lien and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

And the Mortgagor does hereby declare her assent to the passing of a decree by the Circuit Court of Baltimore City, or the Circuit Court No. 2 of Baltimore City, for a sale of the property hereby mortgaged, in accordance with Chapter 123, Secs. 720 to 732, inclusive, of the Laws of Maryland passed at the January session in the year 1898, or any supplement or -- additions thereto.

And in case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the mortgagee and it shall be lawful for the said Mortgagee or its assigns, or John I. Rowe and Lansdale G. Sasscer, or either of them, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, Secs, 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives or assigns, and which sale shall be made in the manner following, viz., upon giving twenty days' notice of the time, place, manner and terms of sale, in a newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or its assigns, may be deemed expedient; and in the event of a

sale of said property under the assent to decree or powers hereby granted, the proceeds arising from such sale, to apply, first, to the payment of all expenses incident to such sale, including a fee of Twenty-five (25) Dollars, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus (if there be any) shall be paid to the said Mortgagor, or to whomever may be entitled to the same.

And the said Mortgagor does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, or under the assent to decree as hereinbefore set forth, there shall be and become due by her to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the Mortgagor does hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and Lansdale G. Sasscer, or either of them, shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

And the Mortgagor further covenants to warrant specially said property and to execute such further assurances thereof as may be requisite.

Witness the hand and seal of the Mortgagor.

Test: Mrs. Emma K. Huthwelker (Seal)

Ruby W. Chaney "Widow"

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 12th day of December, in the year Nineteen Hundred and Thirty three, before me, a Notary Public of the State of Maryland, in and for Anne Arundel Co. personally appeared Emma K. Huthwelker, widow, the Mortgagor named in the aforegoing Mortgage, and she acknowledged the aforegoing Mortgage to be her act. At the same time also appeared Herbert W. Reichelt Agent of said Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney

My commission expires the 6th day of May,1935. Notary Public.

For Value Received, 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 19th day of January, 1940.

Witness: Edward C. Golder (Corporate Seal) Chas. B. Lyddane
Regional Treasurer.

Received for Record 31st day of January, 1940, at 9 o'clock A. M. and the same day recorded in Liber F. S. R. No. 118, Fol. 434, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Statement of Mortgage Claim -- Filed Feby. 16, 1940.

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

18-12-C-50 4 D-M

Date of Loan	12-12-33	
Original Amount of Loan		$2,719.25
Advanced for 1937-38-39 State-County Taxes		190.97
Total of Original Loan and Advances		2,910.22
Applied to Principal		198.75
Principal Balance Due		2,711.47
Unpaid Interest due as of 10-26-38 to 2-16-40		172.97
TOTAL AMOUNT DUE 2-16-40		2,884.44

George R. Davis

Deputy for the Regional Accountant

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 13th day of Feb. in the year nineteen hundred and forty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared Geo. R. Davis Deputy for the Regional Accountant of the Home Owners' Loan Corporation, the plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Witness my hand and Notarial Seal,

(Notarial Seal) Edward C. Golder

Notary Public.

Assignee's Report of Sale --Filed Feby. 19th.,1940.

To The Honorable, The Judges of Said Court:

The Report of Sale of J. Oliver Clark, Assignee of the mortgage filed in these proceedings, respectfully shows:

(1). That under and by virtue of the power of sale contained in a mortgage from Emma K. Huthwelker, widow, dated the 12th day of December, 1933, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 118 folio 431, the said J. Oliver Clark, as the Assignee of said mortgage, by short assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, and also by handbills distributed throughout the vicinity of the property and elsewhere, did on Friday, February 16th, 1940, at 11:00 o'clock A. M. at the Court House door, in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said J. Oliver Clark, Assignee as aforesaid, then and there sold the said property to the Home Owners' Loan Corporation at and for the sum of Twenty-seven Hundred Dollars ($2700.00), it being at that figure the highest bidder therefor, the said property being the following:

All that lot of ground situate in Anne Arundel County, Maryland, and described as follows:

Beginning, Those two lots in the Third Election District of Anne Arundel County designated as Lots Nos. 59 and 60 in Section "D" of Riviera Beach, with a total frontage of about 50 feet on Asbury Road and an even rectangular depth of 125 feet as shown on the Plat of Riviera Beach filed in Plat Records of Anne Arundel County in G. W. No. 1 Section 3 folio 233, these lots being the same property which was conveyed to the Mortgagor herein named by deed dated March 27, 1924 and recorded among the Land Records of said County in Liber W. N. W. No. 74 folio 127 from Howard M. Pumphrey, single.

Being also the same property which was conveyed to Emma K. Huthwelker by deed from James H. Mitchell and wife, dated December 1, 1933 and recorded or intended to be recorded among the Land Records of Anne Arundel County.

Improvements consist of 1 story frame dwelling containing 5 rooms 1 bath and 1 car garage.

(2). And the said Assignee further reports that he has received from the purchaser the deposit of Three Hundred Dollars ($300.00) required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

Terms of Sale: A deposit of $300.00 will be required of the purchaser at the time of the sale, and the balance of the purchase money with interest thereon at the rate of 6% per annum to be paid in cash upon final ratification of sale. Taxes and insurance to be adjusted as of the date of this sale.

Respectfully submitted

J. Oliver Clark, Assignee.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 17th day of February, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Oliver Clark, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

Witness my hand and Notarial Seal,

(Notarial Seal) Margaret E. Branzell

Notary Public.

ORDER NISI

Ordered, this 19th., day of February, 1940, that the sale of the real estate mentioned in these proceedings, made and reported by J. Oliver Clark, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 21st., day of March, 1940; 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 March, 1940.

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

John H. Hopkins, 3rd.

Clerk.

Certificate of Publication Annapolis, Md., Mar. 15, 1940

We hereby certify, that the annexed Order Nisi - Sale - Emma K. Huthwelker No. 7942 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of March, 1940. The first insertion being made the 22nd day of February, 1940.

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

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 27 day of March, 1940, 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 April 9th., 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 Emma K. Huthwelker, Widow in ac. with J. Oliver Clark, Assignee.

To Assignee for fee in lieu of commissions	$ 50.00	$ 50.00
To Assignee for Court costs, viz:		
Clerk of Court - costs	24.75	
Auditor	9.00	33.75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	21.75	
Capital-Gazette Press - handbills	4.75	
Capital-Gazette Press - Order nisi on Report of Sale	5.00	
Capital-Gazette Press - Order nisi on Report of sale	5.00	
George W. Scible - auctioneer	10.00	
Fidelity & Deposit Co. - bond premium	10.00	
Margaret E. Branzell - notary fee	.50	
One-half Federal revenue stamp	1.50	
One-half State revenue stamp	1.35	59.85
To Assignee for Taxes, viz:		
1940 State and County taxes ($60.05-adj.)		7.80
To Home Owners Loan Corporation - this balance on account of mortgage claim		2,548.60
		$2,700.00
Amount of mortgage claim filed	$2,884.44	
Cr. Amount allowed as above	2,548.60	
Balance subject to decree in Personam	$ 335.84	
Cr.. Feb. 16, 1940 Proceeds of Sale		$2700.00

ORDER NISI

Ordered, This 9th. day of April, 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 11th 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 11th day of May next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., May 8, 1940

We hereby certify, that the annexed Order Nisi - Auditor's Account - Huthwelker - No. 7942 Eq. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of May, 1940. the first insertion being made the 11th day of April, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 14 day of May, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

In the Matter of the Sale of the Mortgaged Real Estate of Jacob C. Lesher, Mary E. Lesher, his wife, John L. Carroll and Bernadine J. Carroll, his wife.	:	No. 7954 Equity. In The Circuit Court for Anne Arundel County.

Mr. Clerk:

Please docket this suit, file the within mortgage, pass upon and file the accompanying bond.

Eq

George E. Rullman, Assignee.

Mortgage -- Filed 8" March, 1940

This Mortgage, Made this 3rd. day of June, in the year nineteen hundred and thirty, between Jacob C. Lesher, Mary E. Lesher, his wife, John L. Carroll and Bernadine J. Carroll, 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 Jacob C. Lesher and John L. Carroll being the holders of twelve shares of unredeemed stock of said Association and a member thereof, have received from it an advance of Six Hundred dollars, which is the full par value of said twelve 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 twelve shares of stock to said Association in ac-

cordance 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 Jacob C. Lesher, Mary E. Lesher, his wife, John L. Carroll and Bernadine J. Carroll, his wife, do hereby grant and convey unto the said Annapoli_ and Eastport Building Association, its successors and assigns,

All those two lots of ground situate in the Second Election District of Anne Arundel County, State of Maryland, designated as lots Numbers Thirty-five (35) and Thirty-six (36) in Block Number Twelve (12), as shown on a certain map entitled "Herald Harbor on the Severn, Amended map of Section A, surveyed November 1, 1924, by Edward W. Digges, Chief Engineer", said plat being recorded in Plat Book W. N. W. No. 3 folio 32, of Anne Arundel County.

Said lot No. 35 being the same which was conveyed to the said Jacob C. Lesher by Herald Harbor, Incorporated, by deed dated the 25th day of November, 1924, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 5, folio 450; and said lot No. 36 being the same which was conveyed to the said John L. Carroll by Herald Harbor, Incorporated, by deed dated March 14, 1925, and recorded among the aforesaid Land Records in Liber W. M. B. No. 5, folio 454.

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

To have and to hold the above described parcel of ground and premises unto and to the use and benefit of said Annapolis and Eastport Building Association, its successors and assigns forever.

Provided, That if the said mortgagors shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this mortgage shall be void.

And the said mortgagors, for themselves, their heirs, executors, administrators and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows, viz: To pay to the said mortgagee, its successors and assigns, on the principal sum, the weekly sum of Three 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 Six 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 Jacob C. Lesher and John L. Carroll 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 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 Six Hundred dollars, and have the policy of insurance so endors-

ed 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:

Charles W. Floekher

Jacob C. Lesher, (Seal)

Mary E. Lesher (Seal)

John L. Carroll (Seal)

Bernadine J. Carroll (Seal)

District of Columbia, City of Washington, To Wit:

I hereby certify, that on this 3rd day of June, in the year nineteen hundred and thirty, before me, a Notary Public of the District of Columbia, in and for the City aforesaid, personally appeared Jacob C. Lesher, Mary E. Lesher, his wife, John L. Carroll and Bernadine J. Carroll, his wife, and acknowledged the foregoing mortgage to be their act.

Witness my hand and notarial seal.

(Notarial Seal) Charles W. Floeckher

Notary Public.
D. C.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify, that on this fourth day of June, 1930, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared T. Roland Brown, 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, hereby assigns the aforegoing mortgage and the debt thereby secured to George E. Rullman for purposes of foreclosure, this 8th day of March, 1940.

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 8 day of March, 1940, at 12 o'clock M. and the same day recorded in Liber F. S. R., No. 57, Fol. 301, Land Records of Anne Arundel County.

John H. Hopkins, Clerk.

Bond -- Filed and Approved -- John H. Hopkins, 3rd., Clerk. 8 March, 1940.

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 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, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 8th day of March, in the year of our Lord nineteen hundred and forty.

Whereas, the above bounden, George E. Rullman, by virtue of a power contained in a mortgage from Jacob C. Lesher, Mary E. Lesher, his wife, John L. Carroll and Bernadine J. Carroll, his wife, to The Annapolis & Eastport Building Association, of the City of Annapolis, Maryland, dated June 3, 1930, and recorded in Liber F. S. R. No. 57 folio 301 etc., one of the Land Record Books of Anne Arundel County, and assigned to said George E. Rullman for foreclosure, 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 — Maryland Casualty Company

Ruby W. Chaney (Corporate Seal) — Per Charles F. Lee of

Attest: — Charles F. Lee & Co.,Agts.

Marjorie Buys

Statement of Mortgage Debt. -- Filed March 8th.,1940

Annapolis, Md., March 8th, 1940.

Messrs. Jacob L. Lesher & John L. Carroll,

To The Annapolis & Eastport Bldg. Assn.

To balance due on loan	$141.81	
To interest	6.78	$148.59

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 8th day of March, 1940, 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 April 10th., 1940.

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 Jacob C. Lesher, Mary E. Lesher, his wife, John L. Carroll and Bernadine J. Carroll, his wife, dated June 3, 1930, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 57 folio 301, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Rullman, Assignee of the said mortgage, which assignment has been duly recorded among the aforesaid Land Records, after having given bond with approved security, and having given due notice of the time, place, manner and terms of sale by advertisement published in the Maryland Gazette, a newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elewhere, 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 by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, April 9, 1940, at eleven o'clock A. M., and 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 Three Hundred and Fifty Dollars ($350.00), it being then and there the highest bidder therefor:

All those two lots of ground situate in the Second Election District of Anne Arundel County, State of Maryland, designated as lots numbered thirty five (35) and thirty-six (36) in Block numbered twelve (12) on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section A, surveyed November 1, 1924, by Edward W. Digges, Chief Engineer," said plat being recorded in Plat Book W. N. W. No. 3 folio 32 Lot No. 35 being the same property which was conveyed to the said Jacob C. Lesher by Herald Harbor, Inc., by deed dated November 25, 1924, and recorded among the aforesaid Land Records in Liber W. M. B. No. 5 folio 450, and Lot No. 36 being the same which was conveyed to the said John L. Carroll by Herald Harbor, Incorporated, by deed dated March 14, 1925, and recorded among the aforesaid Land Records in Liber W. M. B. No. 5 folio 454.

And the said Assignee further reports that he has received from the said purchaser the 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 $200.00 will be required of the purchaser on the day of sale, and the balance of the purchase money, with interest thereon at the rate of six per cent. per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to day of sale."

Respectfully submitted,

George E. Rullman, Assignee.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this tenth day of April, 1940, 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 facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal,

(Notarial Seal) Ruby W. Chaney

Notary Public.

Auctioneer's Certificate and Purchaser's Agreement -- Filed April 10th.,1940.

Advertisement of Sale -- George W. Scible, Auctioneer.

Assignee's Sale of valuable Property situate at Herald Harbor, Anne Arundel County, Maryland. Under and by virtue of the power of sale contained in the mortgage from Jacob C. Lesher, Mary E. Lesher, his wife, John L. Carroll and Bernadine J. Carroll, his wife, dated June 3, 1930, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 57, folio 301, 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, April 9, 1940 at 11 o'clock A. M.

The property described in said mortgage, namely:

All those two lots of ground situate in the Second Election District of Anne Arundel County, State of Maryland, designated as lots numbered thirty five (35) and thirty-six (36) in Block numbered twelve (12) on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section A, surveyed November 1, 1924, by Edward W. Digges, Chief Engineer," said plat being recorded in Plat Book W. N. W. No. 3, folio No. 35, being the same which was conveyed to the said Jacob C. Lesher by Herald Harbor, Inc., by deed dated November 25, 1924, and recorded among the afore-

said Land Records in Liber W. M. B. No. 5, folio 450, and Lot No. 36, being the same which was conveyed to the said John L. Carroll by Herald Harbor, Incorporated, by deed dated March 14, 1925, and recorded among the aforesaid Land Records in Liber W. M. B. No. 5, folio 454.

Said lots of ground are improved by a summer cottage.

Terms of Sale: A deposit of $200.00 will be required of the purchaser on the day of sale, and the balance of the purchase money, with interest thereon at the rate of 6 percent per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to day of sale.

George E. Rullman, Assignee,
Lee Bldg., Annapolis, Md.

I, George W. Scible, as Auctioneer, do hereby certify that I did sell the within described property at Public Sale at the Court House Door, Annapolis, Maryland, on Tuesday, April 9, 1940, to the Annapolis and Eastport Building Association, at and for the sum of Three Hundred and Fifty Dollars ($350.00), it being then and there the highest bidder therefore.

Witness: Granville Lee Meredith. George W. Scible, Auctioneer
April 9, 1940.

We hereby certify that we purchased the property described on the within handbill from George E. Rullman, Assignee, on this 9th day of April, 1940, at and for the sum of Three Hundred and Fifty Dollars ($350.00), and we hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

Attest:
Tilden O. Atwell,
Secretary.

The Annapolis & Eastport Building Association of the City of Annapolis, Maryland,
By T. Roland Brown, President.

ORDER NISI

Ordered, this 10th day of April, 1940, 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 11th., 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 11th., day of May next.

The report states the amount of sales to be Three Hundred and Fifty Dollars ($350.00).

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., May 14, 1940.

We hereby certify, that the annexed Order Nisi - Sale - Lesher et al No. 7954 Equity was published in Maryland Gazette a newspaper in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of May, 1940. The first insertion being made the 11th day of April, 1940.

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

Ordered by the Court this 14th day of May, 1940, 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, A. J.

Auditor's Report and Account. -- Filed May 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. In the Matter of the Sale of the Mortgaged Real Estate of Jacob C. Lesher and wife, et al in ac. with George E. Rullman, Assignee.

To Assignee for fee	$50.00	$
To Assignee for Commissions	24.00	74.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	12.85	
Auditor	9.00	31.85
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	24.00	
Capital-Gazette Press - handbills	5.50	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on Auditor's acct.	5.00	
Clerk of Court - recording assignment	.75	
C. F. Lee & Co., Agent - bond premium	10.00	
George W. Scible - Auctioneer	11.00	
Ruby W. Chaney - notary fees	1.00	
One-half Federal revenue stamps	.25	
One-half State revenue stamps	.20	62.70
To Assignee for Taxes, viz:		
1939 State and County taxes	41.13	
1940 State and County taxes ($30.04-adj)	8.26	49.39
To Annapolis & Eastport Building Ass'n. of the City of Annapolis, Maryland, mortgagee,- this balance on account of mortgage claim		132.06
		$350.00

Amount of mortgage claim filed	$148.59
Cr. Amount allowed as above	132.06
Balance subject to decree in personam	$ 16.53

Cr. Apr. 9, 1940	Proceeds of Sale	$350.00

ORDER NISI

Ordered, This 23rd., day of May, 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 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 24th., day of June next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., June 25, 1940

We hereby certify, that the annexed Order Nisi - Auditor's Acct. - Lesher 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 June, 1940. The first insertion being made the 30th day of May, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County.

Ordered By The Court, this 25 day of June, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

Alton R. Arnold, Widower, et al	:	No. 7959 Equity.
vs.	:	In The Circuit Court for
Gertrude Virginia Farinholt and Boyd H. Farinholt, her husband.	:	Anne Arundel County.

Bill of Complaint -- Filed March 15" 1940.

To The Honorable, The Judge of Said Court:

Your Orators, respectfully represent unto Your Honor:

1. That Armanella S. Arnold departed this life in Anne Arundel County, State of Maryland, on or about July 27, 1938, and at the time of her death was seized and possessed in fee simple, of certain real estate situate and lying in said County, a portion of which is involved in these proceedings, which portion is more particularly referred to hereinafter in this Bill of Complaint.

2. That the said Armanella S. Arnold left a Last Will and Testament which was duly admitted to probate on or about August 9, 1938, by the Orphans' Court of Anne Arundel County; a certified copy thereof is filed herewith and prayed to be taken as a part hereof and marked "Petitioners' Exhibit No. 1".

3. That the said Armanella S. Arnold left surviving her as her only heirs at law and next of kin, Alton R. Arnold, her husband, and four daughters, Camsadel Louisa Frankenberry, Mary Blanche Petty, Clemena Shipley Swanson, and Gertrude Virginia Farinholt, and three grandchildren, sons of a deceased daughter, Helen Robinson Reed, viz: Charles Marcus Reed, Robert Arnold Reed, and Alton Francis Reed.

4. That all the parties in being are parties to this proceeding, including the husbands of each of the said four surviving daughters, and the wife of Alton Francis Reed, one of the grandchildren of said Armanella S. Arnold.

5. That according to the terms of said Will, the said Testatrix devised and bequeathed all her property to her husband, Alton R. Arnold, for life, and after the death of said husband, same was directed to be divided into five equal parts, and one part devised and bequeathed to each of Camsadel Louisa Frankenberry, Mary Blanche Petty, Clemena Shipley Swanson and Gertrude Virginia Farinholt, their heirs and assigns in fee simple, and the remaining part devised and bequeathed to Charles Robert Frankenberry in trust for the use and benefit of the Testatrix's daughter, Helen Robinson Reed (who predeceased Testatrix), and upon the death of said daughter for the use and benefit of the three children of said daughter, Helen Robinson Reed, viz: Alton Francis Reed, Charles Marcus Reed, and Robert Arnold Reed, in equal shares, until the youngest reaches the age of twenty-one years and upon the said youngest living child reaching the age of twenty-one years, said trust to cease and the corpus of said trust was devised and bequeathed to the children of said daughter, Helen Robinson Reed, alive at the time said trust shall cease and terminate.

6. That included in the land which the Testatrix died seized and possessed of in fee simple situate and lying in Anne Arundel County, Maryland, mentioned in Paragraph 1 hereof, is an undivided one-third (1/3) interest in a tract comprising 5.85 acres more or less lying on the east side of The Ritchie Highway, Anne Arundel County, Maryland, as surveyed by Edward Hall, Jr., County Surveyor, August, 1939, a blueprint of which is filed herewith and paryed to be taken as part hereof and marked "Petitioners' Exhibit No. 2"; that said tract yields no income whatsoever and it is advantageous to the parties concerned that the tract aforesaid be sold, and the proceeds therefrom invested under the direction of this Honorable Court; and Your Orators say they are unable to obtain adequate relief at law and are unable to make sale of said real estate without the aid of this Honorable Court.

7. That the interests of the respective parties hereto are consecutive and not concurrent and therefore the undivided one-third (1/3) interest in the tract indicated on the survey above-mentioned is not susceptible of partition in kind nor of sale for the purpose of partition.

8. That one of the parties hereto is a minor, namely, Robert Arnold Reed; that said Robert Arnold Reed is a beneficiary under the trust created by the Last Will and Testament of said Armanella S. Arnold, is a devisee named in said Will, and is an heir at law and next of kin of said Armanella S. Arnold; that said minor is incapable of executing a valid deed or release for his interest in said property.

9. That all of the adult parties hereto are agreeable to a sale of the tract aforesaid, and so also are the owners of the other undivided two-thirds (2/3) interest therein, viz: Camsadel C. Norris and Helen E. Robinson.

10. That John R. Norris, as agent for all of said adult persons, and on behalf of said minor as well, has entered into a Contract (dated February 19, 1940) to sell said entire interest in the said tract, comprising 5.85 acres, to Frank M. Kleis and Anna L. Kleis, his wife, of Anne Arundel County, Maryland, at and for the price of $600.00 per acre, or a total price of $3510.00, of which $5.00 has been paid in cash and the balance of $3505.00 is to be paid in cash at time of settlement which is agreed shall be within 60 days from February 19, 1940. It is provided that time is the essence of this contract. Duplicate original of said Contract is filed here-

with and prayed to be taken as part hereof and marked "Petitioners' Exhibit No. 3". Your Orators believe the purchase price recited is a fair value of said property, and that one-third thereof, allocated for the undivided one-third interest aforesaid, is the highest price available therefor.

11. That in pursuance to Article 16, Section 162, of the Annotated Code of Public General Laws of the State of Maryland, there is attached herewith letter of Alton R. Arnold, next friend in this proceeding of Robert Arnold Reed, infant, to John R. Norris, Esquire, authorizing him to file this Bill of Complaint in which he appears as said next friend.

To The End Therefore:

1. That a Trustee or Trustees be appointed by this Honorable Court with authority to sell the said undivided one-third (1/3) interest in the property above mentioned on such terms and conditions as this Honorable Court may direct.

2. That said Trustee or Trustees shall invest the proceeds of the sale of the said undivided one-third(1/3) interest in said tract so that same will enure in like manner as by the original grant to the use of the same parties who would be entitled to said interest in the land sold.

3. That Your Orators may have such other and further relief as their case may require.

And as in duty bound, etc.

Alton R. Arnold
On behalf of all parties Plaintiff.

John R. Norris
Solicitor for Plaintiffs.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify that on this 13th day of March, 1940,before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Alton R. Arnold, a party Plaintiff mentioned in the foregoing Bill of Complaint in his individual right and as next friend of Robert Arnold Reed, infant, and he made oath in due form of law that the matters and facts set forth therein are true to the best of his knowledge, information and belief, and further made oath that he has been authorized by all the other parties Plaintiff hereto to act as their agent in verifying the matters and facts recited therein.

As Witness my hand and Notarial Seal.

(Notarial Seal) Margaret Drinane,
Notary Public.

March 1, 1940

John R. Norris, Esquire
1513 Fidelity Building
Baltimore, Maryland

Dear Mr. Norris:

This letter will authorize you to file the Bill of Complaint to which this letter is attached in which I am next friend of Robert Arnold Reed, infant, party plaintiff.

Very truly yours,

Alton R. Arnold.

Petitioners' Exhibit #1 -- Filed March 15" 1940.

In the Name of God, Amen!

I, Armanella S. Arnold of Anne Arundel County in the State of Maryland, being of sound and disposing mind, memory and understanding considering the certainty of death and the uncertainty of the time thereof and desiring to settle my worldly affairs in the manner seeming best to me

before it pleases Almighty God to call me hence, do make, publish and declare the following as my last will and testament, that is to say:

First and principally I commit my Soul unto the hands of Almighty God, who gave it, and my body to the earth to be decently buried in the discretion of my executor hereinafter named.

After the payment of all my just and lawful debts due and owing at the time of my death;

Item: I give devise and bequeath all my property real, personal and mixed, of whatever description and wherever situate, to my beloved husband Alton R. Arnold, to have and to hold during the period of his natural life and no longer; after the death of my said husband,

Item: I direct that all of my said property be divided into five equal parts, and I give devise and bequeath one part thereof to my daughter Camsadel Louisa Frankenberry; one part thereof to my daughter Mary Blanche Petty; one part thereof to my daughter Clemina Shipley Swanson; one part thereof to my daughter Gertrude Virginia Farinholt to them their heirs and assigns in fee simple; the remaining fifth part I give devise and bequeath to Charles Robert Frankenberry, in trust nevertheless for my daughter Helen Robinson Reed, the income derived therefrom to be used for the support and maintenance of my said daughter Helen, during her natural life, and from and after her death in further trust to apply said income towards the support, education and maintenance of the children of my said daughter, Helen, Alton Frances Reed, Charles Marcus Reed and Robert Arnold Reed, or such as may be alive, in equal shares, until the youngest shall reach the age of twenty one years, and from and after said youngest child reaches the age of twenty one years, said trust is to cease determine and be at an end, and I give devise and bequeath said one fifth share forming the corpus of said trust to the children of my said daughter Helen alive at the time said trust shall determine, to them theirs heirs and assigns in fee simple.

Lastly: I hereby nominate, constitute and appoint my said husband Alton R. Arnold Executor of this my last will and testament, hereby declaring this and none other to be my last will and testament, and revoking any and all other wills at any time heretofore made by me.

In testimony whereof I have hereunto set my hand and affixed my seal this Tenth day of June Anno Dominii Nineteen hundred and twenty five.

Armanella S. Arnold (Seal)

Signed, sealed, published and declared by the above named testarix Armanella S. Arnold, as and for her last will and testament in our presence, who at her request, in her presence and in the presence of each other have hereto signed our names as witnesses thereto; this Tenth day of June Anno Dominii Nineteen hundred and twenty five.

Myrtle Sturm

Eugene P. Childs

Nicholas H. Green.

State of Maryland, Anne Arundel County

I, R. Glenn Prout, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Armanella S. Arnold late of said County deceased together with proof and probate thereof taken from Wills Liber W. M. H. 1 folio 326, 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

24th day of February in the year of our Lord, nineteen, hundred and forty.

(Court Seal) R. Glenn Prout

Register of Wills for Anne Arundel County.

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Armanella S. Arnold, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 9th day of August, 1938, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Armanella S. Arnold, deceased.

Judges: Maynard Carr
Owain E. Owens
William B. Elliott, A.J.

Anne Arundel County, Ss:

On the 3rd day of August, 1938 came Alton R. Arnold and made Oath in due form of law, that he does not know of any Will or Codicil of Armanella S. Arnold late of said County, deceased, other than the above instrument of writing, and that he had the same in his possession since execution.

"All parties notified."

Testatrix departed this life on the 27th day of July, 1938.

Sworn to before the subscriber

Test: Lucy S. Holladay

Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

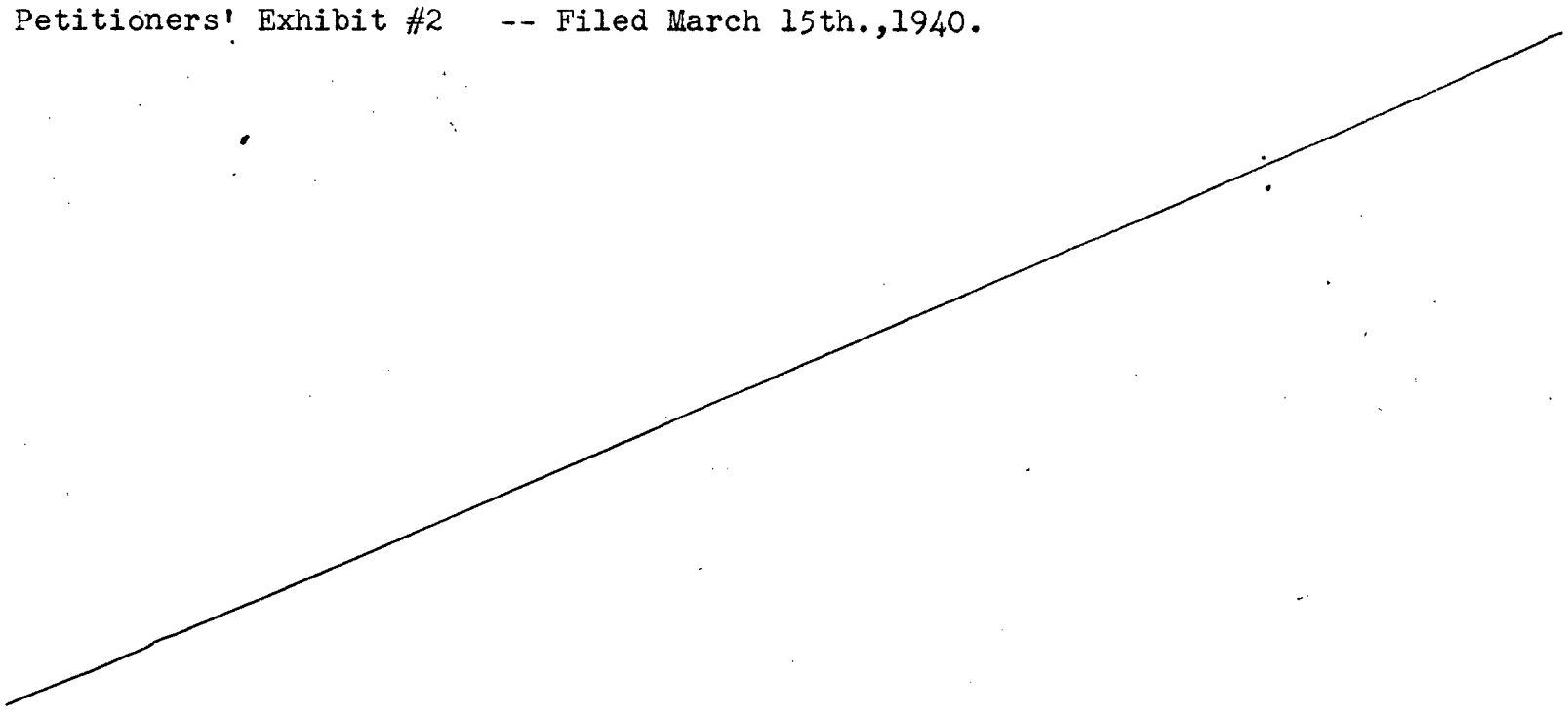
On the 5th day of August, 1938 came Myrtle Sturm and Eugene P. Childs, two of the subscribing witnesses to the aforegoing last Will and Testament of Armanella S. Arnold late of said County, deceased, and made oath in due form of law, that they did see the Testatrix, Armanella S. Arnold sign and seal 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 together with Nicholas H. Green subscribed their names as witnesses to this Will in her presence, at her request and in the presence of each other.

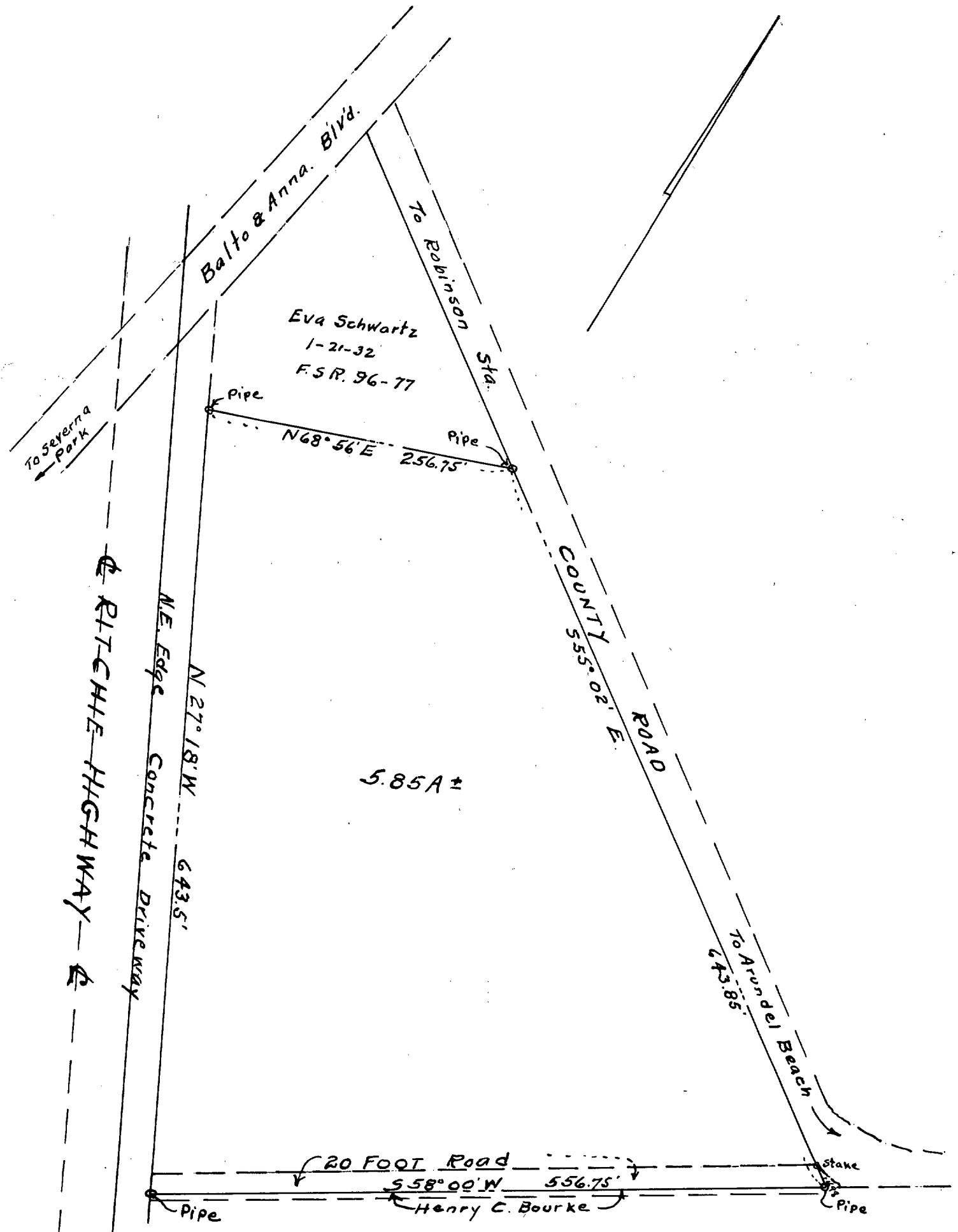
Sworn to before the subscriber

Test: Lucy S. Holladay

Register of Wills for Anne Arundel County.

Petitioners' Exhibit #2 -- Filed March 15th.,1940.





LAND NEAR ROBINSON STATION

3rd District A.A. Co. Md.

Edward Hall, Jr. Co Surveyor

August 1939, Scale 1" = 100'

Meridian Corrected to August 1939

Petitioners' Exhibit #3. -- Filed March 15" 1940

This Agreement, Made this 19th day of February nineteen hundred and forty, between Camsadel C. Norris, Helen E. Robinson, and devisees under the Will of Armanella S. Arnold, deceased, parties of the first part and Frank M. Kleis and Anna L. Kleis, his wife, parties 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 doth hereby purchase from the former, the following described property, situate and lying in Anne Arundel County, Maryland, near Robinson Station, fronting on the east side of the Ritchie Highway and lying between the property owned by Eva Schwartz on the north and Henry Bourke on the south, and bounded on the east by the Arundel Beach Road; the southern boundary being the land of Henry Bourke; same containing 5.85 acres as per plat of Edward Hall, Jr., County Surveyor, August, 1939 attached.

At and for the price of Six Hundred Dollars, per acre of which Five Dollars, have been paid prior to the signing hereof and the balance to be paid as follows: $3505.00 in cash at time of settlement which is agreed to be within 60 days from date hereof.

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 settlement; purchasers to pay cost of surveying and purchasers have paid on account of surveying cost the sum of twenty-five dollars.

Time is the essence of this contract.

This contract is subject to approval by the Circuit Court for Anne Arundel County.

Witness our hands and seals.

Test:

John R. Norris, Agent (Seal)
John R. Norris, agent for Camsadel C. Norris & Helen E. Robinson and devisees under the last will and testament of Armanella S. Arnold (Seal)

Margaret Drinane

Anna L. Kleis,Agent for Frank M.Kleis(Seal

Anna L. Kleis, Individually (Seal)

Answer -- Filed March 15" 1940.

To The Honorable, The Judge of Said Court:

The Answer of Gertrude Virginia Farinholt and Boyd H. Farinholt, Respondents in the above-mentioned proceedings, to the Bill of Complaint exhibited against them, respectfully represent unto this Honorable Court:

1. That they admit the allegations contained in paragraphs 1 to 11, inclusive, of said Bill of Complaint.

2. That they assent to this Honorable Court assuming jurisdiction in said cause.

3. That they pray that a decree may be passed as prayed in said Bill of Complaint.

And as in duty bound, etc.

John E. Jacob, Jr.
Attorney for Respondents

Gertrude Virginia Farinholt
Boyd H. Farinholt

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 13 day of March, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Gertrude Virginia Farinholt and Boyd H. Farinholt, her husband, the Respondents mentioned in the fore-

going Answer and they made oath in due form of law that the matters and facts set forth therein are true to the best of their knowledge, information and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) Margaret Drinane

Notary Public.

Testimony on Bill and Answer, March 26th 1940 -- Filed April 9th., 1940.

Testimony on behalf of the Plaintiff.

Present:-

Mr. John R. Norris, Solicitor for Plaintiffs.

Defendant present in person.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

..... Agreement to waive signatures.

Witnesses:-

Gertrude Virginia Farinholt, ---------- 2 to 6

Carl Thomas, ---------- 7 to 8

T. Carroll Worthington, ---------- 9 to 10.

Gertrude Virginia Farinholt, the Defendant, being first duly sworn, on behalf of the Bill of Complaint, says:-

(Norris).

1. State your name and residence?

A. Gertrude Virginia Farinholt, 43 College ave., Annapolis, Md.

2. You are the respondent, Gertrude Virginia Farinholt mentioned in these proceedings?

A. Yes.

3. Who is Boyd H. Farinholt? A. He is my husband.

4. All of the parties to this proceeding are your relatives? A. Yes.

5. Who was your mother, is she living or dead, if dead when did she die?

A. My mother was Armanella S. Arnold, she is dead, she died July 27th, 1938.

6. Who is your father?

A. My father is Alton R. Arnold, one of the Plaintiffs mentioned in this Bill of Complaint.

7. Did your mother, Armanella S. Arnold, leave a last will and testament, and has it been probated?

A. Yes, she left a last will and testament it was probated in the Orphans Court for Anne Arundel County August 9th, 1938.

.....Offer Exhibit No. 1 with the Bill now filed as Exam. Exh. A. being the Will and probate attached.

8. Will you please state the names of the children of Armanella S. Arnold who survived her?

A. She left her husband, Alton R. Arnold, and the following children and their respective husbands, namely:-

Camsadel Louisa Frankenberry, and Charles Robert Frankenberry her husband,

Mary Blanche Petty, and Maurice S. Petty, her husband,

Clemena Shipley Swanson, and C. F. Swanson, her husband,

Gertrude Virginia Farinholt, and Boyd H. Farinholt, her husband, her four daughters now living.

9. In addition to the children who survived Armanella S. Arnold, your mother was there any child, or children, who pre-deceased her leaving surviving a child and husband ?

A. Yes. A daughter, Helen Robinson Reed who died leaving three sons, namely, Charles Marcus Reed, Robert Arnold Reed and Alton Francis Reed.

10. Did Helen Robinson Reed leave a last will and testament? A. No she did not.

11. Will you verify the dates of birth of these three children?

A. Alton Francis Reed born July 4th, 1917
Charles Marcus Reed, born July 20th, 1918
Robert Arnold Reed, born June 6th, 1920

12. Then all of the heirs at law of your mother, Armanella S. Arnold are parties to this proceeding? A. Yes.

13. And all are 21 years of age or more with the exception of Robert Arnold Reed who at this time is 19 years of age? A. That's correct.

14. When did Helen Robinson Reed die? A. November 19th, 1925.

15. Did your mother Armanella S. Arnold die seized and possessed of any real estate in fee simple? A. Yes she did.

16. Did that real estate include an undivided 1/3 interest in a tract of land which is the subject matter of this case and outlined on the Surveyor's Plat filed with the Bill of Complaint as Petitioner's Exhibit No. 2, that tract comprises how much land?

Offered and filed as Exam. Exh. B.

A. 5.85 acres more or less as indicated on the Plat which is filed, it is located in the Third District of Anne Arundel County.

17. Will you state what structures or improvements are upon the property improvements?

A. None.

18. Is the property now occupied? A. No, it is not occupied.

19. Does this property produce any revenue whatever? A. No.

20. At whose request was this survey which has been filed as Exh. B made?

A. Made by Edward Hall, Jr. at the request of the family, the Plaintiffs and Defendants to this case.

21. Will you tell us whether the estate of Armanella S. Arnold bears the taxes on this property involved in these proceedings to the extent of one-third undivided interest owned in this property? A. Yes.

22. Do you desire that the undivided 1/3 interest in this property be sold? A. Yes.

23. Do you desire that the proceeds of sale be invested by some Trustee selected by the Court in such a manner that same will inure in like manner as by the original grant to the use of the same parties who would be entitled to said interest in the land sold? A. Yes.

24. Do you consider such a sale to be of advantage to all parties concerned? A. Yes.

25. Will you state what reasons you have for your previous answer as to the sale being of advantage to all parties concerned in this case?

A. I consider it a good price, and it is not susceptible in kind, and considering the age of Alton R. Arnold, my father, he being 82 years of age the benefit he would have from the money now would be more advantageous to him, if the money is re-invested he would have some money to live on.

26. It would be more available of expedient distribution at the termination of the life estate

if this property is converted into cash now? A. Yes.

27. You have stated that your father is 82 years of age, do you consider that a distribution will follow in a relatively short time? A. Yes.

28. That is the life estate will not run for a long time? A. That's it.

29. If this property is converted into cash and the money invested and the income therefrom used by the life tenant during his life time, in what way do you consider that to be of advantage to all parties concerned in this case?

A. Father will have some income while he is living and will be less responsibility for us.

30. Do you know that the life tenant is agreeable to the sale?

A. Yes he is, I have discussed it with him.

31. Have you discussed the sale of this property with all the parties plaintiff and defendant?

A. Yes I have.

32. Are you able to state from your personal conversation with each and every one that they are agreeable to the sale? A. Yes, they are?

33. I show you Petitioners' Exhibit No. 3 which was attached to the Bill of Complaint, same being an agreement for sale of this property executed by Anna L. Kleis individually and as agent for Frank M. Kleis, purchasers, and executed by John R. Norris, agent for Camsadel C. Norris and Helen E. Robinson and the devisees under the last Will and Testament of Armanella S. Arnold, do you know the signature of John R. Norris?

A. Yes.

34. Are you able to identify that signature? A. Yes.

35. Are you able to state from personal conversation with all the parties to this suit, and with Camsadel C. Norris and Helen E. Robinson that they authorized the execution of this Contract by Jonn E. Norris?

A. Yes I am.

.....Offered the Contract filed as Exam. Exh. C

36. Do you desire that this Court ratify the Contract of Sale which is Examiner's Exhibit C and that the sale receive full approval for consummation? A. Yes.

37. Do you consider that the sale of this property for the price mentioned will be a benefit to all parties involved in this proceeding, particularly the infant, Robert A. Reed?

A. Yes.

38. In your opinion is the price mentioned in the Contract a fair price for the property?

A. Yes I do, very good price.

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

A. No.

Gertrude Virginia Farinholt

Carl Thomas, a witness of lawful age, being first duly sworn, deposes and says:- (Norris).

1. State your name and residence?

A. Carl Thomas, Maryland Hotel Building, Annapolis, Md.

2. What is your occupation? A. Real Estate.

3. How long have you been engaged in the real estate business in Anne Arundel County?

A. About a year in Anne Arundel County.

4. Have you been engaged in that business in other counties and in Annapolis?

A. I am Secretary and Treasurer of a Building Association and appraiser for them, the Capital City Building Association.

5. Have you made an inspection of the property involved in these proceedings which premises are indicated on the Plat filed herein? A. Yes.

6. At whose request did you make this inspection?

A. At the request of the parties to the case.

7. Have you sold property of a comparable type in Anne Arundel County within the past year?

A. Yes.

8. What do you consider the fair market value of this particular property indicated on the Plat filed as Exam. Exh. B containing 5.85 acres?

A. I would say $3,000.

9. Is that a price without looking to a forced sale? A. Yes.

10. You are speaking of the entire interest in that tract? A. yes.

11. In your opinion, is this property susceptible of sale of a one-third undivided interest therein at market price? A. No.

12. In your opinion is this property susceptible of division in kind among the owners thereof? The owners recited in the Bill of Complaint?

A. No it is not.

13. In your opinion is 1/3 of the sales price offered, to-wit, $3510, 1/3 thereof being $1270 a fair market price, and a desirable price for this undivided 1/3 interest?

A. Yes.

14. Is this tract improved by any structure of any kind? A. No, just vacant land.

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

A. No.

Carl S. Thomas

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

1. State your name, residence and occupation?

A. T. Carroll Worthington, 236 Main st., Annapolis, Md. Real estate and insurance.

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

A. About six years in Anne Arundel County.

3. Have you made an inspection of the premises involved in these proceedings as shown by the Plat referred to herein?

A. Yes, at the request of the parties in the case I have.

4. Have you sold property of a comparable type in Anne Arundel County within the last year?

A. I have.

5. Will you elaborate on that?

A. I have not sold property on the Ritchie Highway where this property is located, but I have on the Defense Highway and the Crain Highway. The Ritchie Highway has just gone through and for that reason no opportunity to make sales on that road.

6. To your knowledge have there been many sales of property abutting on the Ritchie Highway since it has been completed? A. No.

7. What do you consider a fair market value, without looking to forced sale, of the entire interest in this tract consisting of 5.85 acres, more or less, that is a person not required to sell

and a person not required to buy? A. $3200.

8. In your opinion is this property susceptible of sale of an undivided 1/3 interest therein at a fair market price?

A. It is not.

9. Is this property susceptible of partition in kind among the owners thereof mentioned in the Bill of Complaint without loss to those interest?

A. It is not.

10. In your opinion is 1/3 of the sale price offered of $3510, that is $1270, a fair market price and desirable price for this 1/3 undivided interest? A. It is.

11. It is to the advantage of all parties concerned, especially the infant, to sell this property at this price? A. It is.

12. Is this property improved by any structure of any type?

A. No, it is vacant land.

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

A. No.

T. Carrollton Worthington

There being no other witnesses to be examined on behalf of either the Plaintiff or Defendant, this testimony is now closed and at the request of Plaintiffs' solicitor, and the Defendant, is returned to the Court.

Witness my hand and seal this 9th day of April, 1940.

Jno. S. Strahorn, (Seal)
Examiner

Decree -- Filed April 20th., 1940.

The above cause coming on for hearing upon Bill of Complaint, Answer thereto, and testimony taken, the following is proved:

The proceeding is brought under Article 16, Sec. 243, of the Code, (Act of 1868), for the sale of an undivided one-third interest in fee simple property, in which a life estate exists with remainders over in fee, and for the reinvestment of the proceeds of said sale so as to enure in like manner as by the original grant to the use of the same parties who would be entitled to the land sold.

Armanella S. Arnold died on or about July 27th, 1938, seized and possessed of a one-third interest in fee simple in a certain tract of land situate on the east side of The Ritchie Highway, in the Third Election District of Anne Arundel County, containing 5.85 acres of land, more or less, as particularly set forth on a blue print filed in these proceedings and marked "Petitioners' Exhibit No. 2," said blue print having been made from a survey of said tract of Edward Hall, Jr., in August, 1939, and said property being particularly described as follows:

Beginning for the same at an iron pipe set on the southwest side of the County Road from Robinson Station to Arundel Beach, which point of beginning is the beginning of the conveyance from James S. Robinson, Jr., to Eva Schwartz by Deed dated January 21, 1932, and recorded in F. S. R. 96, folio 77 of the Land Records of Anne Arundel County, thence leaving the conveyance to Eva Schwartz and with the southwest side of the Arundel Beach County Road, with meridian corrected to the magnetic for 1939, south 55 degrees 02 minutes east 643.85 feet to a pipe set to intersect the southeast outline of the whole tract of which this description is a part, which pipe is in a 20 foot roadway leading from the Annapolis and Baltimore Boulevard to the Arundel Beach Road herein referred to; thence running with and binding on said roadway south

58 degrees west 556.75 feet to a pipe on the northeast right of way line of The Ritchie Highway, thence leaving the outlines and with the said line of The Ritchie Highway north 27 degrees 18 minutes west 643.5feet to a pipe set on the southeast side of the conveyance to Eva Schwartz as hereinbefore referred to; thence leaving said Boulevard and with said line of the Schwartz property north 68 degrees 56 minutes 256.75 feet to the beginning. Containing 5.85 acres, more or less, according to a plat and survey of the same by Edward Hall, Jr., County Surveyor, in August, 1939.

Said one-third undivided interest in said property vested in Armanella S. Arnold by the Last Will and Testament of James S. Robinson, Jr., who died on May 12, 1938, and whose Will is probated and is of record among the Records of the Register of Wills for Anne Arundel County in Wills Liber W. M. H. No. 1, fol. 344.

Under the Last Will and Testament of Armanella S. Arnold, which is of probate in the Orphans Court of Anne Arundel County, her undivided one-third interest in said property is devised and bequeathed unto Alton R. Arnold, for and during the term of his natural life, and after death said property is to be divided into five equal parts and one share or part each, is devised and bequeathed to the following:

(1) Camsadel Louisa Frankenberry;

(2) Mary Blanche Petty;

(3) Clemena Shipley Swanson;

(4) Gertrude Virginia Farinholt;

(5) Charles Robert Frankenberry, in trust for Helen Robinson Reed, with income for life to be paid to her, and after her death in further trust for her infant children, viz: Alton Francis Reed, Charles Marcus Reed and Robert Arnold Reed, in equal shares until the youngest of them shall reach 21 years of age, when said share is to be divided among such children of the said Helen Robinson Reed as shall then be living. Said Helen Robinson Reed predeceased the Testatrix, having departed this life on November 19, 1925.

Said parties are all of the parties in being entitled to any life interest, share, estate and remainders in said property and are all parties to this proceeding, including Robert Arnold Reed, an infant, who is a party plaintiff by his next friend; and the husbands and a wife of all married parties are also parties to this cause.

Pedigree of all parties proved.

An offer has been received by said parties for their one-third undivided interest in said property consisting of the life estate with remainders over, together with the other two-thirds undivided interests in said property (which interests are not involved in this proceeding) of $3510.00 from Frank M. Kleis and Anna L. Kleis, his wife. Testimony proves that said price is fair for the whole of said property, and all interests therein, and that the sale of the one-third undivided interest, consisting of the life estate with remainders over, of the parties to this cause is advantageous to all of said parties. The amount which the parties to this cause will receive for the undivided one-third life and remainder interests, is $1170.00.

It is thereupon this 20th day of April, 1940, by the Circuit Court for Anne Arundel County, In Equity, Ordered, Adjudged And Decreed:

(1) That the interest of Alton R. Arnold, life tenant, and the interests of Camsadel Louisa Frankenberry, Mary Blanche Petty, Clemena Shipley Swanson, and Gertrude Virginia Farinholt, being remainder interests, and the dower interests of Charles Robert Frankenberry, husband of

Camsadel Louisa Frankenberry, Maurice S. Petty, husband of Mary Blanche Petty, C. F. Swanson, husband of Clemena Shipley Swanson, and Boyd H. Farinholt, husband of Gertrude Virginia Farinholt, and the remainder interest in trust of Charles Robert Frankenberry, Trustee under the Last Will and Testament of Armanella S. Arnold, deceased, for the benefit of Robert Arnold Reed, infant, Alton Francis Reed, and Charles Marcus Reed, remainder-men under the terms and provisions of said will, and the individual interests in remainder of Robert Arnold Reed, infant, Alton Francis Reed, and Charles Marcus Reed, remaindermen under the terms and provisions of said will, and the dower interest of Margaret K. Reed, wife of Alton Francis Reed, one of said remaindermen under said will of Armanella S. Arnold, in and to the fee simple tract of land situate and lying on the east side of The Ritchie Highway, in the Third Election District of Anne Arundel County, containing five and eighty-five one-hundredths acres, more or less, and particularly described in these proceedings, be sold for the benefit of the parties to this cause;

(2) That the offer at private sale herein referred to from Frank M. Kleis and Anna L. Kleis, his wife, for the life estate and remainder interests, being an undivided one-third interest, owned by the parties to this cause in said property, for $1170.00, be and the same is hereby approved and accepted on behalf of the parties to this cause;

(3) That Alton R. Arnold, be and he is hereby appointed Trustee herein, with authority to make sale of the life estate and remainder interests, being an undivided one-third interest owned by the parties to this cause in said property, and said Trustee shall report a private sale thereof to this Court for ratification, and upon obtaining final ratification he is authorized and directed to convey the said undivided one-third interest of the parties to this cause, both at law and in equity in and to said property, by a good and sufficient deed to said purchasers;

(4) That before making said sale the said Alton R. Arnold, Trustee, shall give bond in the penalty of $1200.00, with a surety or sureties to be approved by the Clerk of this Court, conditioned for the faithful performance of his duties herein;

(5) That said Trustee upon consummation of said sale of said life estate and remainder interests, being an undivided one-third interest of the parties to this cause in said property, and collecting said purchase price of $1170.00, less proper adjustments for taxes to the date of settlement, and one-half of Federal and State Revenue stamps, shall hold the said sum, to be invested for the benefit of all parties to this cause, under the jurisdiction of this Court and subject to the further order thereof, so as to enure in like manner as by the original grant, to the use of the same parties who would be entitled to the land sold.

(6) That the costs of this proceeding be paid by the Trustee herein, and allowed as proper expenditures in this cause.

Ridgely P. Melvin, Judge.

Trustee's Bond -- Approved & filed this 22nd.,day of April, 1940.John H.Hopkins, 3rd., Clerk.

Know All Men By These Presents:

That we, Alton R. Arnold, Revell Station, Anne Arundel County, Maryland 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 Two Hundred and 00/100 ($1,200.00) 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 our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 19th day of April in the year of our Lord one thousand nine hundred and forty.

Whereas, the above bounden Alton R. Arnold by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property mentioned in the proceedings in the case of Alton R. Arnold, widower, et al vs. Gertrude Virginia Farinholt, et al now pending in said Court:

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

Signed, sealed and delivered in the presence of: John R. Norris (Corporate Seal)

Alton R. Arnold (Seal)

American Bonding Company of Baltimore

By H. L. Jenness,

Attorney-in-Fact.

As to Surety:

By I. Grant.

Report of Sale & Order Nisi -- Filed April 22" 1940.

To The Honorable, The Judge of Said Court:

The Report of Private Sale of Alton R. Arnold, Trustee appointed herein, respectfully shows unto your Honor:

1. That by virtue of a decree of this Court passed in this cause on April 20, 1940, he was appointed Trustee herein to make sale of the undivided one-third interest of all the parties to this cause, in and to the fee simple property situate and lying on the east side of The Ritchie Highway, in the Third Election District of Anne Arundel County, containing 5.85 acres of land, more or less; the respective interests of said parties being a life interest and certain remainder interests as set forth in the proceedings in this cause and in said decree; and said decree further approved and accepted the offer of Frank M. Kleis and Anna L. Kleis, his wife, of $1170.00 cash for said one-third undivided interest of all parties to this cause in and to said property, less proper adjustments for taxes and revenue stamps, and said Trustee was further authorized by said decree to report a Private Sale of said interest to this Court.

2. This Trustee reports to this Honorable Court that in pursuance of the power and authority vested in him by the aforesaid decree he has sold at Private Sale unto Frand M. Kleis and Anna L. Kleis, his wife, at and for the sum of $1170.00 cash, with proper adjustments for taxes to the date of settlement, and an allowance of one-half the cost of Federal and State revenue stamps, the life estate and remainder interests of all parties to this cause, being together a one-third undivided interest in and to the fee simple tract of land containing 5.85 acres, more or less, situate on the east side of The Ritchie Highway in the Third Election District of Anne Arundel County, of which a survey was made by Mr. Edward Hall, Jr., County Surveyor, in August, 1939, a plat of which survey is filed as an exhibit in these proceedings, said property being particularly described as follows:

Beginning for the same at an iron pipe set on the southwest side of the County Road from Robinson Station to Arundel Beach, which point of beginning is the beginning of the conveyance from James S. Robinson, Jr., to Eva Schwartz by Deed dated January 21, 1932, and recorded in F. S. R. 96, folio 77 of the Land Records of Anne Arundel County, thence leaving the conveyance to Eva Schwartz and with the southwest side of the Arundel Beach County Road, with meridian correct-

ed to the magnetic for 1939, south 55 degrees 02 minutes east 643.85 feet to a pipe set to intersect the southeast outline of the whole tract of which this description is a part, which pipe is in a 20 foot roadway leading from the Annapolis and Baltimore Boulevard to the Arundel Beach Road herein referred to; thence running with and binding on said roadway south 58 degrees west 556.75 feet to a pipe on the northeast right of way line of The Ritchie Highway, thence leaving the outlines and with the said line of The Ritchie Highway north 27 degrees 18 minutes west 643.5 feet to a pipe set on the southeast side of the conveyance to Eva Schwartz as hereinbefore referred to; thence leaving said Boulevard and with said line of the Schwartz property north 68 degrees 56 minutes east 256.75 feet to the beginning. Containing 5.85 acres, more or less, according to a plat and survey of the same made by Edward Hall, Jr., County Surveyor, in August, 1939.

3. This Trustee further reports that said sale was bona fide and fairly made and said purchase price in his opinion is the highest price obtainable for the benefit of the parties to this cause.

Respectfully submitted,

John R. Norris.
Solicitor for Trustee.

Alton R. Arnold.
Trustee.

State of Maryland, Baltimore City, to wit:

I Hereby Certify, That on this 20 day of April, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Alton R. Arnold, Trustee, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Private Sale are true and that said sale was bona fide and fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) Margaret Drinane
Notary Public.

Nisi on Report of Private Sale.

Ordered, This 22nd. day of April, 1940, by the Circuit Court for Anne Arundel County, In Equity, that the private sale of the life estate and remainders in and to a one-third undivided interest of the parties to this cause in and to the fee simple property described in these proceedings, unto Frank M. Kleis and Anna L. Kleis, his wife, be ratified and confirmed unless cause to the contrary be shown on or before the 23rd day of May, 1940; 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 May, 1940.

The report states the amount of sale to be $1170.00.

John H. Hopkins, 3rd., Clerk.

Petition of Frank M. Kleis, and, Anna L. Kleis, his wife, purchasers to have Alton R. Arnold, Executor made a party defendant, and Order of Court. --Filed May 24th., 1940.

To The Honorable, The Judge of said Court:

The petition of Frank M. Kleis and Anna L. Kleis, his wife, purchasers herein, respectfully represents unto your Honor:

1. That on April 22nd, 1940, Alton R. Arnold, Trustee herein, reported a sale unto them of the undivided one-third interest of all of the parties to this cause, in and to the property described in the report of sale, at and for the sum of $1170.00 cash, for said interest, as will more particularly appear from said report of private sale.

2. That said sale has not been finally ratified and confirmed by this Court, and in an examination of the title to said property it appears that on June 7th, 1929, a judgment was procured in the Circuit Court for Anne Arundel County, at law, being Trials, April, 1929, fol.343, case No. 247, in favor of Harry W. Elliott, plaintiff, and against Alton R. Arnold, Frank M. Duvall, Weems R. Duvall, and Alice A. Duvall, defendants, in amount of $1552.50, with certain interest and costs. That said judgment still remains open and unsatisfied, and on June 24th. 1937, there was an order entered in said judgment case entering the same to the use of Armanella S. Arnold, wife of Alton R. Arnold, one of the defendants, therein, he being the same person mentioned in these proceedings.

3. That the said Armanella S. Arnold departed this life on July 27th, 1938, leaving a Last Will and Testament, which is of probate in the Orphans Court of Anne Arundel County, under which Will Alton R. Arnold is the Executor, and he has duly qualified as such.

4. That the said Armanella S. Arnold at the time of her death was seized and possessed of an undivided one-third interest absolutely in fee simple of the property described in these proceedings and by virtue of the terms of her said will she devised and bequeathed the same to the said Alton S. Arnold for life, with certain remainders over, as will more fully appear from the prior proceedings in this cause.

5. Your petitioners respectfully represent that said judgment is a lien against the life estate of the said Alton R. Arnold, which together with the remainder interests in said property is being sold in this cause, said lien existing in favor of the said estate of Armanella S. Arnold, through Alton R. Arnold, Executor of the Last Will and Testament of Armanella S. Arnold, deceased, and they respectfully represent that it is necessary and proper that the said Alton R. Arnold, Executor of the Last Will and Testament of Armanella S. Arnold, deceased, be made a party defendant herein, with leave to assert the lien of said judgment in these proceedings against the fund to be derived by the Trustee herein from the sale of the respective interests of all parties to this cause in the property mentioned and described herein, in order that the rights of the holder of said judgment will stand against the fund, and relieve said property of said lien.

Wherefore they pray that an appropriate order may be passed herein granting the relief prayed.

And as in duty, etc.

Gordon S. Duvall,

Solicitor for Petitioners.

ORDER

Upon the foregoing petition it is this 24 day of May, 1940, by the Circuit Court for Anne Arundel County, In Equity, Ordered, that Alton R. Arnold, Executor of the Last Will and Testament of Armanella S. Arnold, deceased, show cause, if any he may have, on or before the 10th day of June, 1940, why he should not be made a party defendant herein, with leave to assert the lien of the judgment mentioned herein, against the fund to be derived from the sale of the one-third undivided interest of this estate in the property described in these proceedings, in order to relieve said property of said lien, provided a copy of this petition and order be served upon him on or before the 31st day of May, 1940.

Ridgely P. Melvin,

Judge.

Answer of Alton R. Arnold, Executor. -- Filed June 3rd., 1940.

To The Honorable, The Judge of Said Court:

The Answer of Alton R. Arnold, Executor under the last will and testament of Armanella S. Arnold, deceased, to the Petition of Frank M. Kleis and Anna L. Kleis, his wife, against him in this Court exhibited.

1. Said Executor admits the matters and facts set forth in said Petition, and consents to being made a party Defendant as Executor herein, and further consents that his judgment lien in the property described in said Petition be transferred to the fund derived from the sale thereof, and further consents to the passage of such Order as may be right and proper in the premises.

2. Said Executor states further that the judgment described in said Petition was overlooked and was not reported in the inventory of the estate of the said Deceased filed in the Orphans' Court for Anne Arundel County and that he will hereafter file an additional inventory revealing same in said Orphans' Court, and thereafter report to this Honorable Court that same has been done so that a proper Order in the premises may be passed.

And as in duty bound, etc.

John R. Norris, Solicitor for
Alton R. Arnold, Executor.

Alton R. Arnold,
Executor.

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify that on this 31st day of May, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Alton R. Arnold, Executor, and he made oath in due form of law that the matters and facts stated in the above Answer are true to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) Margaret Drinane
Notary Public.

Petition and Order of Court making Alton R. Arnold, Executor of the Last Will and Testament of Armanella S. Arnold, Deceased, a party defendant herein. --Filed June 3rd., 1940.

To The Honorable, The Judge of Said Court:

The petition of Frank M. Kleis and Anna L. Kleis, his wife, purchasers herein, respectfully represents unto your Honor:

1. That on May 24th., 1940, upon their petition filed herein this Court passed its Order directing Alton R. Arnold, Executor of the Last Will and Testament of Armanella S. Arnold, deceased, to show cause why he should not be made a party Defendant herein, for the reasons set forth in said petition.

2. That the said Alton R. Arnold, Executor as aforesaid, has been served with said petition and on June, 3rd. 1940, filed his answer herein consenting to be made such party Defendant, and stating that he would investigate said judgment therein referred to, and would in due time file such report upon the same as might be appropriate when the facts are ascertained, and further stating that as such Executor he is willing that the lien of said judgment against the life interest owned by him individually in said property, shall stand against the fund to be derived from the sale of an undivided one-third interest owned by this estate in said property, in order to relieve said property of said lien.

3. Your petitioners respectfully represent that it is now proper for this Court to pass its order herein making said Alton R. Arnold, Executor of the Last Will and Testament of Armanella S. Arnold, a party defendant herein, in order that his right as such Executor in and to any portion of said purchase money may be determined by the future order of this Court.

Wherefore they pray that such an order may be passed herein.

And as in duty, etc.

Gordon S. Duvall,
Solicitor for Purchasers.

ORDER

Upon the foregoing petition, it is this 3rd day of June, 1940, by the Circuit Court for Anne Arundel County, In Equity, Ordered, that Alton R. Arnold, Executor of the Last Will and Testament of Armanella S. Arnold, deceased, be and he is hereby made a party defendant herein, with leave to assert the lien of the judgment mentioned in the petition filed by Frank M.Kleis and Anna L. Kleis, his wife, and filed herein on May 24th., 1940, against the fund to be derived from the sale of the one-third undivided interest of this estate in the property described in these proceedings, so that said property may be relieved of said lien, and the same shall stand against said fund.

Ridgely P. Melvin, Judge.

Petition of Anna L. Kleis, to be substituted as sole purchaser, and Order of Court Thereon.

Filed June 3rd., 1940.

To The Honorable, The Judge of Said Court:

The petition of Anna L. Kleis, respectfully represents unto your Honor:

1. That on April 22nd., 1940, a report of sale was filed herein by Alton R. Arnold, Trustee, appointed in this proceeding to make sale of the one-third absolute interest of this estate, consisting of a life estate and certain remainders, as appears from the proceedings in this cause, and said report of sale contained a report of a Private sale of said interest to Frank M. Kleis, and Anna L. Kleis, his wife, for $1170.00, which sale is about to be ratified herein.

2. Your petitioner respectfully represents that said report erroneously stated the names of said purchasers, as it was always the intent that said sale be reported only in the name of Anna L. Kleis, and not in the names of Frank M. Kleis, and Anna L. Kleis, his wife, which mistake occurred when your petitioner was asked the name of her husband, and the attorney drawing the contract of sale for said property erroneously supposed that the contract was to be made in this way, and the sale consequently was likewise so reported.

3. That your petitioner desires to be substituted herein as the sole purchaser, and the said Frank M. Kleis, her husband has consented to such substitution, such consent being attached hereto; and the said Alton R. Arnold, Trustee has likewise consented to such substitution.

Wherefore she prays that she may be substituted as the sole purchaser herein in the place and stead of herself and Frank M. Kleis.

And as in duty, etc.

Gordon S. Duvall,
Solicitor for Petitioner.

Anna L. Kleis,
Petitioner.

I, Frank M. Kleis, one of the parties in whose name the sale mentioned in the petition above, was reported, do hereby request and consent that Anna L. Kleis, be substituted in such report

of sale, as the sole purchaser, in the place and stead of herself and me; and I consent to said sale being ratified solely in her name.

Frank M. Kleis.

I, Alton R. Arnold, Trustee herein, do hereby consent that Anna L. Kleis be substituted as the sole purchaser of the interest in the property mentioned and described in the report of sale in this cause; and consent to said sale being ratified solely in her name.

Alton R. Arnold, Trustee.

ORDER

Upon the foregoing petition and consents, it is this 3rd day of June, 1940, by the Circuit Court for Anne Arundel County, In Equity, Ordered, that Anna L. Kleis, be substituted in this cause as the sole purchaser in the sale reported on April 22nd, 1940, by the Trustee herein, in the place and stead of Frank M. Kleis and Anna L. Kleis, his wife, who are reported as the original purchasers.

Ridgely P. Melvin, Judge.

Final Ratification of Sale -- Filed June 3rd., 1940.

Certificate of Publication Annapolis, Md., May 15, 1940

We hereby certify, that the annexed Nisi on Report of Private Sale Arnold et al vs. Farinholt et al. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of May, 1940. The first insertion being made the 25th day of April, 1940.

The Capital-Gazette Press, Inc,

By Alfaretta Friend.

ORDER

Ordered, This 3rd day of June, 1940, by the Circuit Court for Anne Arundel County, In Equity, that the sale of the life estate and remainders in and to a one-third undivided interest of all the parties to this cause in the fee simple property herein referred to, made and reported by Alton R. Arnold, Trustee, herein, be and the same is hereby finally ratified and confirmed, unto Anna L. Kleis, substituted purchaser, she having filed a petition to be substituted as sole purchaser, the other person reported as a joint purchaser, together with the Trustee herein, having joined in such request and this Court having passed its order on the 3rd day of June, 1940,substituting her as such sole purchaser; no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in this cause.

Ridgely P. Melvin,

Judge.

Margaret Drayton, James A. Drayton, her husband, Clara Haddocks, Richard A. Haddocks, her husband, Helen Henwood, Widow, Willis Carter, unmarried, vs. Carrie Green Burgess, Widow, Hattie Burgess, Peoples; et al. : No. 7889 Equity. In The Circuit Court for Anne Arundel County.

Mr. Clerk:

Please docket this suit and issue as within directed.

R. Tilghman Brice,111, Solicitor for Petitioners.

Bill of Complaint -- Filed Sept. 19" 1939.

To the Honorable, the Judges of said Court:

Your Orators complaining say:

First: That on or about the 26th day of June, 1936, Clinton Burgess of the City of Annapolis, State of Maryland, departed this life intestate.

Second: That in his lifetime, the said Clinton Burgess was the owner of two pieces of property in the City of Annapolis, State of Maryland, one being known as No. 83 Pleasant Street, Annapolis, Maryland, and the other being known as No. 80 Cathedral Street, Annapolis, Maryland; both of said properties having been conveyed to Clinton Burgess and Mary Ida Burgess, his wife, (said Mary Ida Burgess having predeceased the said Clinton Burgess on or about the 10th day of January, 1935) by James M. Munroe, Trustee, by Deed dated the 3rd. day of July, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 35, folio 420, a certified copy of which said Deed is filed herewith and prayed to be taken as a part hereof, marked "Plaintiffs' Exhibit No. 1".

Third: That the said Clinton Burgess left surviving him as his heirs at law, the following persons:

A sister, Ella Carter, widow, who departed this life on the 17th day of June, 1939, in the City of New Bedford, State of Massachusetts, leaving surviving her the following children:

Margaret Drayton, Clara Haddocks, Helen Henwood, Willis Carter, who, together with their respective husbands, are the Petitioners herein, the said Ella Carter having departed this life intestate, leaving no other children or grandchildren except as heretofore mentioned.

A brother, John Burgess. The said John Burgess having departed this life in the City of San Francisco, State of California, on or about the 22nd. day of October, 1937, leaving a Last Will and Testament, and in and by said last Will and Testament, he devised all of his property to Carrie E. Green, who later married the said John Burgess and is now known as Carrie E.Burgess, or Carrie Green Burgess, widow of John Burgess, one of the Defendants; a certified copy of said John Burgess' Will having been filed in the Orphans' Court of Anne Arundel County, State of Maryland, and Ancillary Letters of Administration and Notice to Creditors having been issued; a certified copy of said Will being filed herewith and prayed to be taken as a part hereof, and marked "Plaintiffs' Exhibit No. 2."

A niece, Hattie Burgess Peoples, widow.

A niece, Ella Burgess Jefferson, who intermarried with Carl Jefferson.

A niece, Naomi Burgess Johnson, who intermarried with Arthur Johnson.

A Niece, Louise B. Perry, who intermarried with Arthur Perry.

Children of a deceased brother, Willis Burgess.

A grandnephew, George Burgess, who intermarried with Lillian Burgess.

A grandniece, Dorothy Burgess Harris, infant, who intermarried with Raymond Harris.

A grandniece, Lauretta Burgess, infant.

A grandnephew, Joseph Burgess, Infant.

Children of a deceased nephew, Joseph Burgess, son of Willis Burgess, deceased, brother of Clinton Burgess.

Fourth: That the real estate mentioned herein is not susceptible of partition in kind between the heirs at law of Clinton Burgess, deceased, nor can it be divided among those in interest without material loss or injury, and that in order to make division of said interests, it will be necessary that said real estate be sold and the proceeds thereof be divided among the parties according to their several interests.

To the end, therefore:

1. That this Honorable Court may pass a Decree for the sale of the property herein mentioned, and that the money arising from such sale be divided among the parties according to their respective interests and rights.

2. That your Orators may have such other and further relief as their case and Equity may require.

May it please your Honors to grant unto your Orators the Writ of Subpoena directed to:

Hattie Peoples, whose address is 100 Clay Street, Annapolis, Maryland.

George Burgess, Camp Parole, Anne Arundel County, Maryland.

Lillian Burgess, Camp Parole, Anne Arundel County, Maryland.

Joseph Burgess, Infant, 163 Duke of Gloucester Street, Annapolis, Maryland.

commanding them to be and appear in this Honorable Court either in person or by solicitor on some certain date to be named therein to answer the premises and abide by and perform such Decree as may be passed herein.

And further, may it please your Honors to grant unto your Orators the Order of Publication giving notice to:

Carrie Green Burgess, Widow of and devisee under the Last Will and Testament of John Burgess, deceased, of No. 44 Winfield Avenue, San Francisco, California.

Ella Burgess Jefferson and Carl Jefferson ~~and Carl Jefferson,~~ her husband, Dorothy Burgess Harris, Infant, and Raymond Harris, her husband, and Lauretta Burgess, Infant, all of 1437 Eleventh Street, N. W., City of Washington, District of Columbia.

Naomi Burgess Johnson and Arthur Johnson, her husband, residing at No. 35 North Main Street, New Canaan, Connecticut.

Louise Burgess Perry and Arthur Perry, her husband, residing at No. 85 Harrishoff Street, Boston, Massachusetts.

all of whom are non-residents of this State, of the object and substance of this bill, warning them to be and appear in this Court in person or by solicitor on some day to be named therein to answer the premises and abide by and perform such Decree as may be passed herein.

And as in duty bound, etc.,

R. Tilghman Brice, III.
Solicitor for the Plaintiffs.

Margaret Drayton
James A. Drayton
Clara Haddocks
Richard A. Haddocks
Helen Henwood
Willis Carter

State of Massachusetts, County of Bristol, to-wit:

I Hereby Certify, That on this 25th day of August in the year nineteen hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Massachusetts, in and for the County aforesaid, personally appeared Margaret Drayton and James A. Drayton, her husband, Clara Haddocks and Richard A. Haddocks, her husband, Helen Henwood, Widow, and made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true as therein stated to be best of their knowledge and belief.

As witness my hand and Notarial Seal.

(Notarial Seal) Alfred J. Gomes

My commission expires Sept. 8, 1944. Notary Public.

State of North Dakota, County of Cass, ss:

On this 29th day of August A. D. 1939, before me personally appeared Willis Carter known to me to be the same person described in and who executed the above and foregoing instrument, and severally acknowledged that he executed the same.

(Notarial Seal) G. W. Jenson

My Commission expires March 20, 1941 Notary Public,Cass County,N.Dak.

"Plaintiff's Exhibit No. 1" -- Filed Sept. 19th., 1939.

This Deed, Made this 3rd day of July, in the year Nineteen hundred and twenty-eight by James M. Murnoe Trustee, of Annapolis, Maryland, of the first part, and Clinton Burgess and Mary Ida Burgess, his wife, of Annapolis, Maryland, of the second part witnesseth:

Whereas, by deed of even date herewith, the parties of the second part did convey unto the party of the first part the hereinafter mentioned property for the purpose of reconveying the same to them, the said Clinton Burgess and Mary Ida Burgess, his wife, as tenants by the entireties thereof.

Now, Therefore, In execution of the trust and confidence reposed in him under the aforesaid deed, the said James M. Munroe, Trustee, doth by these presents grant and convey unto the said Clinton Burgess and Mary Ida Burgess, his wife, as tenants by the entireties thereof, the property mentioned in the aforesaid deed, namely:

First all that lot of ground situate on Cathedral Street, in the City of Annapolis, Maryland, designated as Lot No. Three (3) on the plat thereof filed in the Equity case of James C. Bishop, vs. Rebecca Bishop and others, No. 707 Equity, in the Circuit Court for Anne Arundel County, which is fully and particularly described in the deed thereof, from Frank Rogers Ridout to said Clinton Burgess, dated June 18th, 1907, recorded among the Land Records, of said County in Liber G. W. No. 56, folio 310.

Second: All that lot of ground situate on Pleasant Street, in the City of Annapolis, Maryland, having a frontage thereon, of 19 feet and a depth therefrom of 86 feet, which said property is fully and particularly described in the deed thereof from George W. Pointer unmarried, to Mary Ida Pointer, now Mary Ida Burgess, dated June 9th, 1925, recorded as aforesaid in Liber W. M. B. No. 16, folio 33 etc.

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

To Have And to Hold the said property unto and to the proper use and benefit of the parties

of the second part, Clinton Burgess and Mary Ida Burgess, his wife, as tenants by the entireties, thereof.

Witness the hand and seal of said Trustee.

Test: James M. Munroe (Seal)

M. Elizabeth Brown. Trustee.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify, that on this 3rd day of July, in the year Nineteen hundred and twenty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James M. Munroe, Trustee, and acknowledged the aforegoing deed to be his act.

As Witness my hand and seal Notarial.

(Notarial Seal) Mary Elizabeth Brown

Recorded 3 July 1928 2:30 P. 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 420, one of the Land Record Books for Anna Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 1st day of February, 1935.

(Court Seal) Frank A. Munroe, Clerk.

"Plaintiffs' Exhibit No. 2" -- Filed Sept. 19" 1939.

IN THE NAME OF GOD, AMEN.

I, John Burgess, single, aged sixty-nine (69) years, of the City and County of San Francisco, State of California, being of sound and disposing mind and memory, and not acting under duress, menace, fraud, or undue influence of any person whatever, do make, publish and declare this my Last Will and Testament in the manner following, that is to say:

First: I direct that my body be decently buried with proper regard to my station and condition in life and the circumstances of my estate.

Second: I direct that my executor, hereinafter named, as soon as he has sufficient funds in his hands, pay my funeral expenses and the expenses of my last sickness.

Third: I give, devise and bequeath all the property of which I may die possessed, whether real, personal or mixed, whatsoever and wheresoever located, unto Carrie E. Green, aged forty-five (45) years, of said City and County of San Francisco.

Fourth: In case of any one claiming or pretending to claim to be an heir-at-law should establish such claim in any court of competent jurisdiction, to each such person, I give and bequeath the sum of ($1.00).

Fifth: I hereby nominate and appoint Harry Epstein, attorney at Law of San Francisco, the executor of this my Last Will and Testament and ask that he be allowed to act without bonds, and hereby revoke all former wills by me made. I also desire and hereby authorize that my executor be permitted to sell any property of whatever nature owned by me at the time of my death, without an Order of Court.

In Witness Whereof, I have hereunto set my hand and seal this 16th day of April, 1932.

John Burgess

The foregoing instrument consists of one (1) page besides this, was, at the date thereof, by the said John Burgess, signed, sealed and published as and declared to be his Last Will and Testament in the presence of us, who at his request and in his presence, and in the presence of each other, have subscribed our names as witnesses thereto.

Rose Schwartz

Residing at 3528 Mission St.
San Francisco, Calif.

Robert Faulk

Residing at 37 -A Winfield Ave.
San Francisco, Calif.

79506

The annexed instrument is a correct copy
of the original on file in my office.
Attest:
Certified May 5 - 1939
M. A. Van der Zee - County Clerk of San Francisco
and ex-officio Clerk of the Superior Court of the
State of California in and for the City and County
of San Francisco
By J. V. Farley
Deputy (Court Seal)

Endorsed
Filed
Sep. 28 - 1938
H. A. van der Zee, Clerk.
S. T. Hughes
Deputy Clerk.

Endorsed
Duplicate
Filed
Jan. 3 - 1939
H. A. van der Zee, Clerk.
By J. V. Farley
Deputy Clerk.

In The Superior Court of the State of California
In And For The
City and County Of San Francisco
Department No. 14 Probate.
Letters Testamentary

State of California, City and County of San Francisco, SS: No. 79506

The last Will of John Burgess, deceased, having been proved and recorded in the Superior Court of the State of California, in and for the City and County of San Francisco, Harry Epstein who is named therein as such, is hereby appointed Executor thereof.

Witness, H. A. van der See, Clerk of the Superior Court of
the State of California in and for the City and County of
San Francisco, with the Seal of said Court affixed.

(Court Seal)

Dated Jan 3 - 1939
By Order of the Court,
H. A. van der Zee, Clerk
By J. V. Farley Deputy Clerk

State of California City and County of San Francisco: ss.

I do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of California; and I will faithfully discharge the duties of Execut - of the Last Will and Testament of the above named deceased, according to law.

Subscribed and sworn to before me
Jan 3 1939
J. V. Farley
Deputy County Clerk.

J. Harry Epstein

The annexed instrument is a correct copy
of the original on file in my office

Attest:
Certified. Jan 3 1939
H. A. van der Zee, County Clerk of San Francisco and ex-officio to Clerk of the Superior Court of the State of California, in and for the City and County of San Francisco.

By J. V. Farley
Deputy

(Court Seal)

State of Maryland, Anne Arundel County

I, R. Glenn Prout, Register of Wills,and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Copy of the Last Will and Testament of John Burgess late of the State of California, deceased taken from Wills Liber W. M. H. 1 folio 425, 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 15th day of June in the year of our Lord, nineteen hundred and thirty-nine.

(Court Seal) R. Glenn Prout
Register of Wills for Anne Arundel Co.

Order of Publication --Filed Sept. 19" 1939.

The object of this suit is to procure a Decree for the sale of certain property in the City of Annapolis, State of Maryland, with the improvements thereon, being No. 83 Pleasant Street, Annapolis, Maryland, and No. 80 Cathedral Street, Annapolis, Maryland.

The Bill states that on or about the 26th day of June, 1936, Clinton Burgess departed this life intestate, leaving John Burgess, a brother, and Ella Carter, a sister, together with Hattie Burgess Peoples, Ella Burgess Jefferson, Naomi Burgess Johnson, Louise Burgess Perry, George Burgess, Joseph Burgess, Infant, Dorothy Burgess, Infant, and Lauratta Burgess, Infant, his heirs at law; John Burgess having departed this life in the City of San Francisco, State of California, on or about the 22nd day of October, 1937, leaving a Last Will and Testament, a copy thereof being duly filed in the Orphans' Court of Anne Arundel County, and in and by said Last Will and Testament, he devised all of his property to Carrie E. Burgess, his wife, the said Carrie E. Burgess also being known as Carrie Green Burgess; the said Ella Carter having departed this life in the City of New Bedford, State of Massachusetts, on the 17th day of June, 1939, intestate, leaving surviving her Margaret Drayton, Clara Haddocks, Helen Henwood and Willis Carter, her children and only heirs at law.

The Bill further states that the property therein mentioned is not susceptible of partition in kind among the heirs at law of Clinton Burgess, deceased, and can not be divided amongst those in interest without material loss and injury, and prays the Court to pass a Decree for the sale of said property and the proceeds of sale to be divided amonst the heirs at law of Clinton Burgess as their interest may appear, and that Carrie Green Burgess, Widow of John Burgess, Deceased, Ella Burgess Jefferson and Carol Jefferson, her husband, Dorothy Burgess Harris, Infant, and Raymond Harris, her husband, Lauratta Burgess, Infant, Naomi Burgess Johnson and Arthur Johnson, her husband, and Louise Burgess Perry and Arthur Perry, her husband, are non-residents

of the State of Maryland.

It is thereupon this 19th., day of September, 1939, Ordered by The Circuit Court for Anne Arundel County, in Equity, that the Plaintiffs by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County, one in each of four successive weeks before the 20th., day of October, 1939, giving notice to the absent Defendants of the object and substance of this Bill, warning them to be and appear in this Court in person or by solicitor on or before the 4th., day of November,next, to show cause, if any they have, why a Decree ought not be passed as prayed.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication on Order of Publication Filed Jan. 18th., 1940

Annapolis, Md., Jan. 17, 1940

We hereby certify, that the annexed Order of Publication - Drayton et al vs. Burgess et al No. 7889 Equity was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of November, 1939. The first insertion being made the 20th day of September, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend

Petition for appointment of Guardian ad litem for infant defendants, and Order of Court thereon. Order Nov. 10,1939. --Filed Nov. 10th., 1939.

To the Honorable, the Judges of said Court:

The Petition of the Plaintiffs in the above entitled case by R. Tilghman Brice, lll, their solicitory, respectfully shows:

That Dorothy Burgess Harris and Lauratta Burgess, minors, have been duly summoned to appear, and being infants, can not answer and defend this suit themselves.

Your Petitioner therefore prays your Honors to appoint a Guardian ad litem for said Infant Defendants to appear and answer for said Defendants.

And as in duty bound, etc.,

R. Tilghman Brice, lll,

Attorney for Plaintiffs.

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

I Hereby Certify, That on this 9th 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 County aforesaid, personally appeared R. Tilghman Brice, lll, Attorney for the Plaintiffs, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated.

Witness my hand and Notarial seal.

(Notarial Seal) Beatrice A. Velenovsky

My Commission expires May 5, 1941. Notary Public.

ORDER

Ordered by the Circuit Court for Anne Arundel County, in Equity, this 10th day of November, 1939, upon the foregoing Petition and Affidavit, that George E. Rullman be and he is hereby appointed Guardian ad litem to appear and answer for the Infant Defendants in the above entitled cause.

Ridgely P. Melvin, Judge.

Answer of George E. Rullman, Guardian ad litem for Dorothy Burgess Harris and Lauratta Burgess, Infants. -- Filed 14 Nov., 1939.

To The Honorable, The Judges of Said Court:-

The Answer of Dorothy Burgess Harris and Lauratta Burgess, infants, by George E. Rullman, their Guardian ad litem, duly appointed by a order of this Court, to the Bill of Complaint filed against them in this Court exhibited, shows:

That these Defendants, being infants, can not admit nor deny any of the matters and things alleged in said Bill, and submit their rights thereunder to the protection of this Court.

And, As in duty Bound, etc.

George E. Rullman,
Guardian ad litem.

Answer of Defendant, Joseph Burgess. --Filed Nov. 14, 1939.

To the Honorable, the Judges of said Court:

The Answer of Joseph Burgess to the Bill of Complaint filed in the above entitled case respectfully shows:

That he admits each and every the allegations in said Bill of Complaint except that portion of the Third Paragraph of said Bill of Complaint where it is alleged that he is an infant, whereas, this Defendant is not an infant but has arrived at the age of twenty-one (21) years.

And in further answer to said Bill of Complaint he admits all the other allegations of said Bill of Complaint and consents to the passage of a proper decree in the premises.

And as in duty bound, etc.,

Joseph F. Burgess.

Prayer for Decree pro confesso and leave to take testimony, and Order of Court thereon.

Order Nov. 14, 1939. Filed 14 Nov. 1939

To the Honorable, the Judges of said Court:

The Defendants, Hattie Burgess Peoples, George Burgess and Lillian Burgess having been duly summons to appear to the Bill of Complaint and having failed to appear thereto, and the non-resident Defendants, Carrie Green Burgess, Ella Burgess Jefferson and Carol Jefferson, Raymond Harris, Naomi Burgess Johnson and Arthur Johnson, Louise Burgess Perry and Arthur Perry, having been duly summoned by Order of Publication and having failed to appear or answer to the Bill of Complaint, the Infant Defendants, Dorothy Burgess Harris and Lauratta Burgess, having appeared and answered by their duly appointed Guardian ad litem, it is prayed that the Bill of Complaint be taken pro confesso against the said resident and non-resident defendants who have failed to appear and answer, and the Plaintiffs herewith pray that leave be granted to take testimony before one of the standing Examiners of this Court to support the allegations contained in the Bill of Complaint.

And as in duty bound, etc.,

R. Tilghman Brice,111,
Solicitor for Plaintiffs.

ORDER

It is thereupon, this 14th day of November, 1939, by the Circuit Court for Anne Arundel County, sitting in Equity, Adjudged, Ordered And Decreed that the Plaintiffs are entitled to relief in the premises and that a Decree pro confesso be entered against Hattie Burgess Peoples, George Burgess and Lillian Burgess, Carrie Green Burgess, Ella Burgess Jefferson and Carol Jef-

ferson, Raymond Harris, Naomi Burgess Johnson and Arthur Johnson, Louise Burgess Perry and Arthur Perry, and further because it does not appear to what relief the Plaintiffs are entitled, it is further Adjudged, Ordered and Decreed that leave be granted to the Plaintiffs to take testimony before any one of the Standing Examiners of this Court to support the allegations of the Bill of Complaint.

Ridgely P. Melvin, Judge.

Petition for appointment of Special Stenographer to take testimony and Order of Court thereon. Order Dec. 14,1939. --Filed Dec. 14th.,1939.

To the Honorable, the Judges of said Court:

The Petition of the Plaintiffs in the above entitled case by R. Tilghman Brice, 111, their solicitor, respectfully shows:

First: That the Defendants have been summoned and this Honorable Court has signed an Order authorizing the taking of testimony in support of the Bill.

Second: Your Petitioner has approached the Court Stenographer for the purpose of setting a day for the taking of this testimony, but the Court Stenographer advises your Petitioner that due to her regular legal Court work, she will be unable to take testimony in these proceedings for some time and suggested to your Petitioner that he Petition this Honorable Court to appoint a Special Stenographer for the taking of the testimony in these proceedings.

Therefore, your Petitioner prays this Honorable Court to appoint a Special Stenographer to take testimony in these proceedings before one of the Standing Examiners of this Court.

And as in duty bound, etc.,

R. Tilghman Brice,111,

Solicitor for Plaintiffs.

ORDER

Ordered by the Circuit Court for Anne Arundel County, in Equity, this 14 day of December, 1939, upon the foregoing Petition, that Laura R. Jickling be and she is hereby appointed Special Stenographer to take testimony in these proceedings before one of the Standing Examiners of this Court.

Ridgely P. Melvin, Judge.

Testimony Taken December 18, 1939 Two Exhibits -- Filed Dec. 26th., 1939.

Testimony on behalf of the Plaintiffs and Defendants taken before John S. Strahorn, Examiner, on December 18, 1939.

Present:

R. Tilghman Brice,111, Solicitor for Plaintiffs.

George E. Rullman, Guardian ad Litem.

John S. Strahorn, Examiner.

Laura R. Jickling, Special Stenographer.

Witnesses:

Charles F. Lee	Pages 1 and 2
James H. Murray	Pages 3 and 4
Hattie Burgess Peoples	Pages 5 to 9

Charles F. Lee, having been duly sworn, testified as follows:

By Mr. Brice:

Q. 1 State your name, address and occupation.

A. Charles F. Lee, Annapolis, Md.; real estate for thirty-one years.

Q. 2 Mr Lee, you have been in the real estate business in the City of Annapolis and Anne Arundel County? A. Yes.

Q. 3 Have you bought and sold real estate? A. Yes.

Q. 4 Are you familiar with the values of property in Annapolis and Anne Arundel County?

A. Yes.

Q. 5 Have you recently inspected the property of the late Clinton Burgess? A. I have.

Q. 6 One of these properties being 83 Pleasant Street and one 80 Cathedral Street, and described in the deed from James M. Munroe, Trustee, to Clinton Burgess and Ida Burgess, his wife, dated July 3, 1928, and recorded in Liber F. S. R. No. 35 folio 420, conveying these two properties?

A. Right.

Certified copy of the deed above referred to is filed with the Examiner as "Examiner's Exhibit No. 1."

Q. 7 Mr. Lee, what, in your opinion, is the fair market value of the property known as #83 Pleasant Street?

A. $600.00. It has a very dilapidated dwelling on it, and the principal value of the whole property is in the lot.

Q. 8 Mr. Lee, what, in your opinion, is the fair market value of #80 Cathedral Street?

A. $900.00.

Q. 9 Mr Lee, do you know whether or not this property can be divided in kind among the parties in interest?

A. No, it cannot.

Q. 10 The parties, plaintiff and defendant, some of them are outside the State of Maryland. As a matter of fact, a majority of them are, and some of them are infants. Do you feel that it would be to the best interests of all parties concerned that this property be sold?

A. I do.

Q. 11 And particularly to the best interests and advantage of the infants? A. I do.

In answer to the General Question, witness answered: "No".

Charles F. Lee.

James H. Murray, having been duly sworn, testified as follows:

By Mr. Brice:

Q. 1 State your name, address and occupation.

A. James H. Murray, Cumberstone, Maryland; Real Estate.

Q. 2 Mr. Murray, how long have you been in the real estate business? A. About twelve years.

Q. 3 Are you familiar with the values of real estate in Anne Arundel County and the City of Annapolis? A. I think so.

Q. 4 Have you recently inspected the property of the late Clinton Burgess, being #83 Pleasant Street and #80 Cathedral Street, in the City of Annapolis? A. I have.

Q. 5 Mr. Murray, what, in your opinion, is the fair market value of the property known as #83 Pleasant Street?

A . About $600.00.

Q. 6 What, in your opinion, is the fair market value of #80 Cathedral Street?

A. About $900.00.

Q. 7 Mr. Murray, do you know whether or not this property can be divided in kind amongst the parties entitled to interest therein?

A. No, it cannot.

Q. 8 Mr. Murray, I tell you that the parties, plaintiff and defendant, a majority of them are living outside the State of Maryland. Some of them are infants. Is it to the best interest and advantage of all parties concerned that this property be sold?

A. I think so.

In answer to the General Question, witness answered:

A. No, that's all.

James H. Murray.

Hattie Burgess Peoples, having been duly sworn, testified as follows:

By Mr. Brice:

Q. 1 State your name and address.

A. 100 Clay Street, Hattie Peoples.

Q. 2 Hattie, did you know Clinton Burgess?

A. Yes sir. I should know him, he's my uncle.

Q. 3 You are one of the defendants in this case?

A. Yes sir. I am his niece.

Q. 4 Hattie, when did Clinton die?

A. He died January 20, 1936, I think it was, - 1936 or 1938.

Q. 5 Hattie, was he married at that time or was his wife dead?

A. His wife was dead. She died the tenth day of January.

Q. 6 Do you know what year?

A. Year before he did. She died in January, 1935, and he died in June, 1936.

Q. 7 Do you know whether or not he left a Will?

A. No, he didn't. He had a Will at first. At his sickness, his last sickness, he made a Will to my sister and to a friend of his, but at the last sickness she didn't treat him like she should, and he went to Judge Munroe and tore the will up.

Q. 8 Did Clinton Burgess have any children?

A. No sir, he had some but they all is dead.

Q. 9 Did he have any brothers or sisters?

A. He had one sister living. She's dead now.

Q. 10 What was her name? A. Ella Carter.

Q. 11 Is she living? A. No sir, she's dead.

Q.12 Did she die before or after he did?

A. She died this last June gone.

Q.13 Was that June, 1939? A. Yes sir. This June, right here this year.

Q.14 Hattie, did she have any children?

A. Yes sir. She had three daughters and one son.

Q.15 Do you know what their names were?

A. One is named Margaret Drayton.

Q.16 What are the others' names, her daughters?

A. Margaret Drayton, Clara Haddocks and Helen Henwood.

Q.17 What was the son's name? A. One son - Willis Carter.

Q.18 Now what other brothers did Clinton Burgess have?

A. John Burgess, but he's deceased.

Q.19 He is dead? A. Yes, sir.

Q.20 Did he die before or after Clinton Burgess? A. He died after Clinton.

Q.21 Do you know where he died? A. He died out in California.

Q.22 Do you know whether or not he left a last will and testament?

A. I don't know anything about that. All I know is he died in California.

Certified copy of the Last Will and Testament of John Burgess, leaving all property to his wife, Carrie Green Burgess, filed with the Examiner as "Examiner's Exhibit No. 2."

Q.23 What other brothers were there? Did he have any brothers or sisters?

A. Not as I know of.

Q.24 Did he have any brothers or sisters dead?

A. Yes, he had three or four sisters dead.

Q.25 Did they leave any children? A. No indeedy, none at all.

Q.26 Did he have any brothers or sisters dead that had children?

A. Had one, but they is all deceased.

Q.27 Are the children deceased?

A. One sister had a daughter, but she died years ago.

Q.28 Now Hattie, how many brothers did Clinton Burgess have who died leaving children?

A. Didn't have any but my father, Willis Burgess.

Q.29 How many children did Willis Burgess have, living or dead?

A.. Hasn't but four living.

Q.30 What are their names? A. Louisa, Naomi, Ella and Hattie.

Q.31 Now how many children did he have who have died?

A. Now, you're too hard. I couldn't tell you that.

Q.32 Who was Joseph Burgess?

A. Which one, there was one junior and one senior. The senior is my brother.

Q.33 Did he have any children?

A. Yes sir. George is his son and Joe Burgess, Jr., and Lauretta Burgess and Dorothy B. Harris is his daughters.

Q.34 Do you know whether or not Margaret Drayton is married or single?

A. She is married.

Q.35 Do you know her husband's name?

A. No sir, never met her husband, but I think his name is Arthur, I got it on a paper here.

Q.36 Well, read it if you've got a memorandum.

A. Her husband's name is James Drayton.

Q.37 How about Clara Haddocks?

A. Her husband is named Richard A. Haddocks.

Q.38 How about Helen Henwood? A. She's a widow.

Q.39 How about Willis Carter? A. He is unmarried.

Q.40 How about you, are you married?

A. I am unmarried, my husband is dead.

Q.41 Ella Burgess Jefferson, has she got a husband?

A. Got one, but she ain't with him as I know of.

Q.42 What's her husband's name? A. Carroll Jefferson.

Q.43 How about Naomi Johnson? A. Arthur Johnson is her husband.

Q.44 How about Louise Perry? A. Arthur Perry.

Q.45 How about George Burgess? A. Lillian Burgess.

Q.46 Joseph Burgess? A. Unmarried.

Q.47 Dorothy Burgess Harris? A. Married.

Q.48 What's her husband's name? A. Raymond Harris.

Q.49 And Lauretta Burgess? A. Unmarried.

Q.50 What property did Clinton Burgess own when he died?

A. One on Cathedral Street and one on Pleasant Street.

Q.51 Is that property susceptible of partition in kind among the parties to this suit. I mean by that, can you divide the property up or will it have to be sold?

A. I know you got to sell it. Got to be sold.

Q.52 Couldn't divide that property up among all these people, could you? A. No.

Q.53 Now Hattie, is it to the best interest of these people, parties plaintiff and defendant, that the property be sold and the money divided among them?

A. Why sure.

In answer to the General Question, Witness answered "No sir."

Hattie Peoples

There being no other witnesses to be examined, and no further time being required, the within testimony is herewith closed and returned to the Court, this 26th day of December, 1939

Jno. S. Strahorn, (Seal)

Examiner.

Hattie Burgess Peoples, having been duly sworn, testified as follows:

By Mr. Brice:

Q. 8¼ Did Clinton Burgess' children that died leave any husbands or wives or children?

A. No indeedy. They were all children, then the oldest child died at 21 and was not married.

Q 8½ How about the other children?

A.. They died when they were babies.

Q. 31¼ Now you know who Willis Burgess was? A. My father.

Q. 31½ Did he have any children who have died leaving any children or husbands or wives except Joseph? A. No sir.

To the General question under the Rule, the witness says: No.

Hattie Burgess Peoples

Supplement to the testimony of the above witness taken before me on the 18th day of December, 1939, under Order of Court dated the 18th day of April, 1940, and now filed as a part of her testimony, this 30th day of April, 1940.

Filed April 30th.,1940. John S. Strahorn, Examiner.

Decree -- Filed January 18th., 1940

This Cause standing ready for hearing and being submitted for a Decree, the proceedings read and considered, it appearing to the Court that the property mentioned in these proceedings being one lot known as No. 83 Pleasant Street, Annapolis, Maryland, and the other being known as No. 80 Cathedral Street, Annapolis, Maryland, both of said properties having been conveyed to Clinton Burgess and Mary Ida Burgess, his wife, (said Mary Ida Burgess having predeceased the said Clinton Burgess on or about the 10th day of January, 1935) by James M. Munroe, Trustee, by

Deed dated the 3rd day of July, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 35, folio 420, is not susceptible of partition in kind, and it appearing to the Court that it is to the best interest and advantage of the Plaintiffs and Defendants to this suit that the property described and mentioned in these proceedings be sold, It Is Thereupon, This 18th day of January, 1940, Adjudged, Ordered and Decreed by the Circuit Court for Anne Arundel County, in Equity, that the property mentioned in these proceedings be sold, and that R. Tilghman Brice,111, be, and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and his surety or sureties, to be approved by this Court, or the Clerk thereof, in the penalty of Fifteen hundred 00/00 Dollars, conditioned for the faithful performance of the trust reposed in him by this Decree or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make said sale, having first given at least three weeks previous notice thereof by advertisement inserted in some newspaper published weekly or daily in Anne Arundel County, and such other notice as he may deem proper of the time, place, manner and terms of sale, which terms shall be one-half of the purchase money in cash on the day of sale, and the balance to be paid in full on ratification of sale, deferred payments to bear interest at the rate of six (6%) per cent per annum; taxes, insurance and all other assessments of every kind to be adjusted to day of sale; and as soon as may be convenient after such sale, or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale with an annexed affidavit of the truth thereof and of the fairness of such sales; and on obtaining the Court's ratification of such sales, and on the payment of the whole purchase money, 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 or estate to him her or them sold, free, clear and discharged from all claim of the parties hereto, Plaintiffs and Defendants, and those claiming by, from or under them, or either of them, and the said 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 commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged this trust; and it further appearing to the Court that Notice to Creditors have not been issued in Anne Arundel County, State of Maryland, in the estate of Ella Carter, it is Further Ordered and Decreed that the said R. Tilghman Brice,111, Trustee, give notice to creditors of Ella Carter to file their claims in these proceedings on or before the 19th day of February, 1940, by inserting said notice once a week for four successive weeks on or before the 16th day of February, 1940, in some newspaper published in Anne Arundel County.

Ridgely P. Melvin, Judge.

Notice to Creditors of Ella Carter. --Filed January, 18th, 1940.

By virtue of a Decree of the Circuit Court for Anne Arundel County, in Equity, dated the 18th day of January, 1940, in the above entitled case, Notice is hereby given to all persons having claims against Ella Carter, Deceased, to file the same in these proceedings, with vouchers therefor, on or before the 19th day of Feburary, 1940, otherwise, they may, by virtue of said Decree, be excluded from all benefit of the said estate of Ella Carter, Deceased.

R. Tilghman Brice,111,Trustee.

Trustee's Bond -- Filed and Approved this 18" day of January, 1940.John H. Hopkins,3rd.,Clerk.

Filed January, 18th., 1940

Know all Men by these Presents:

That we, R. Tilghman Brice,111, Trustee, of Annapolis, Anne Arundel County, Maryland, as principal, and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, 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, 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 18th day of January in the year of our Lord nineteen hundred and forty.

Whereas, the above bounden R. Tilghman Brice,111, Trustee, by virtue of a decree of the Honorable the Judge of the Circuit Court has been appointed trustee to sell properties known as Nos. 80 Cathedral Street, Annapolis, Maryland, and No. 83 Pleasant Street, Annapolis, Maryland, mentioned in the proceedings in the case of Margaret Drayton, et al., vs: Carrie Green Burgess, et al., No. 7889 Equity, in the Circuit Court for Anne Arundel County, now pending in said Court.

Now The Condition of the Above Obligation is Such, that if the above bounden R. Tilghman Brice,111, Trustee, 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 — R.Tilghman Brice,111,Trustee (Seal)

in the presence of (Corporate Seal) — Maryland Casualty Company,

Beatrice A. Velenovsky — By Chas. F. Lee of Chas.F.Lee & Co.,Agents.

Attest:

Marjorie Buys.

Report of Sale. -- Filed Feby. 13th.,1940.

To the Honorable, the Judges of said Court:

The Report of Sale of R. Tilghman Brice,111, Trustee under a Decree passed in the above entitled case to make sale of the property therein mentioned, respectfully shows:

That after having given bond with surety duly approved, he did, advertise the said property for sale on Tuesday, February 13, 1940, at 10:30 o'clock, A. M., by advertisement in the Evening Capital, a newspaper published daily at Annapolis, Maryland, for more than three successive weeks before the day of sale, and also by handbills which he caused to be posted on the premises offered for sale, and which he also caused to be posted at the Court House Door in the City of Annapolis, Maryland, and in pursuance of said notice, he did attend in person at the Court House Door in the City of Annapolis, Maryland, on Tuesday, February 13, 1940, at 10:30 o'clock,A.M., that being the time and place advertised for said sale, and did then and there offer said property to sale at public auction and sold the property firstly advertised, being No. 83 Pleasant Street, Annapolis, Maryland, to Charles M. Carlson, at and for the sum of Three Hundred and Fifty ($350.00) Dollars, the said Charles M. Carlson being then and there the highest bidder for the same; and sold the property secondly advertised, being No. 80 Cathedral Street, Annapolis, Maryland, to Simon Greenfield and Rose Greenfield, his wife, at and for the sum of Six Hundred and Sixty-eight ($668.00) Dollars, they being then and there the highest bidder for the said property; and he files herewith one of the handbills of the said sale upon which is endorsed a

certificate of the Auctioneer and of the purchasers as to the said sale.

All of which is respectfully submitted.

R. Tilghman Brice,111, Trustee

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

I Hereby Certify, That on this 13th day of February in the year nineteen hundred and forty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Tilghman Brice,111, Trustee under Decree in the above entitled cause, and made oath in due form of law that the matters and things set out in the foregoing Report of Sale are true as therein stated and that the said sale was fairly made.

As witness my hand and Notarial seal.

(Notarial Seal) Beatrice A. Velenovsky

Notary Public.

Advertisement of Sale ---George W. Scible, Auctioneer.

Trustee's Sale. Under and by virtue of a decree of the Circuit Court for Anne Arundel County, in equity, dated the 17th day of January, 1940, in a cause entitled: Margaret Drayton et al vs. Carrie Green Burgess, widow, et al, being No. 7889 Equity in said Court, the undersigned will offer at public sale to the highest bidder at the Court House door, in the City of Annapolis, State of Maryland, on Tuesday, February 13, 1940 at 10:30 o'clock A. M.

All those two pieces or parcels of ground situate in the City of Annapolis, Sixth Election District of Anne Arundel County, State of Maryland, the first thereof being known as No. 83 Pleasant street, Annapolis, Maryland, being improved by a frame dwelling house; and the second thereof being known as No. 80 Cathedral street, Annapolis, Maryland, and being improved by a frame dwelling, and being the same property conveyed to Clinton Burgess and Mary Ida Burgess, his wife, by James M. Munroe, Trustee, by deed dated the 3rd day of July, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 25, folio 420.

Terms of Sale: One-half of purchase price in cash on the day of sale, and the balance to be paid in full on ratification of sale; deferred payments to bear interest at the rate of six (6) per cent per annum.

Taxes, insurance and all other assessments to be adjusted to day of sale.

R. Tilghman Brice,111, Trustee.

Lee Building, Annapolis, Md.

I Hereby Certify, that I have this day sold the property described on the reverse side of this handbill at the Court House Door in the City of Annapolis, Maryland, on Tuesday, February 13, 1940, at 10:30 o'clock, A. M., the firstly described being No. 83 Pleasant Street, Annapolis, Maryland, to Charles M. Carlson at and for the sum of Three Hundred and Fifty ($350.00) Dollars he being the highest bidder for the said property; and the second thereof being No. 80 Cathedral Street, Annapolis, Maryland, to Simon Greenfield and Rose Greenfield, his wife, at and for the sum of Six Hundred and Sixty-eight ($668.00) Dollars, they being the highest bidder for the said property.

George W. Scible, Auctioneer.

I Hereby Certify that I have this day purchased the property firstly mentioned on the reverse side of this handbill, being No. 83 Pleasant Street, Annapolis, Maryland, at and for the sum of Three Hundred and Fifty ($350.00) Dollars and agree to comply with the terms of sale.

Charles M. Carlson, Purchaser.

I Hereby Certify that I have this day purchased the property secondly mentioned on the reverse side of this handbill, being No. 80 Cathedral Street, Annapolis, Maryland, at and for the sum of Six Hundred and Sixty-eight ($668.00) Dollars, and agree to comply with the terms of sale.

Simon Greenfield, Purchaser.

Rose Greenfield.

ORDER NISI

Ordered, this 13th., day of February, 1940, That the sale of the Real Estate mentioned in these proceedings made and reported by R. Tilghman Brice,111, Trustee, Be Ratified And Confirmed, unless cause to the contrary thereof be shown on or before the 16th., 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 16th., day of March next.

The report states that the amount of sales to be $1,018.00.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md.,February 13, 1940

We hereby certify, that the annexed Trustee's Sale - Drayton vs. Burgess was published in the Evening Capital, a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for four successive weeks before the 13th day of February, 1940. The first insertion being made the 22nd day of January, 1940.

The Capital-Gazette Press, Inc.

By H. L. Strange

Ceriificate of Publication

Annapolis, Md., Mar. 5, 1940

We hereby certify, that the annexed Order Nisi No. 7889 Equity - Sale - Margaret Drayton et al vs. Carrie Green Burgess et al 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 March, 1940. The first insertion being made the 14th day of February, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered by the Court, This 19th 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 the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Petition to take additional testimony and appoint special stenographer and Order of Court thereon. -- Filed April 17th., 1940.

To the Honorable, the Judges of said Court:

The Petition of R. Tilghman Brice, 111, Trustee in the above entitled case, respectfully shows:

That he has sold the property mentioned in the above entitled case and the sale has been finally ratified and confirmed by this Honorable Court.

That after the ratification of said sale, one of the attorneys examining the title for one of the purchasers of one of the properties has questioned the sufficiency of the testimony of one of the witnesses.

Therefore, your Petitioner prays this Honorable Court to pass an Order authorizing the taking of addition__ testimony before a Special Stenographer in that the Court Stenographer is busy with her Court duties.

And as in duty Bound, etc.,

R. Tilghman Brice,111, Trustee

Ordered by the Circuit Court for Anne Arundel County, in Equity, this 18th day of April, 1940, upon the foregoing Petition, that leave is hereby granted to R. Tilghman Brice,111, Trustee, for the taking of additional testimony in the above entitled case before one of the Standing Examiners of this Court, and that Beatrice A. Velenovsky is hereby appointed Special Stenographer to take the said testimony.

Ridgely P. Melvin, Judge.

Auditor's Report and Account -- Filed May 25th., 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. Margaret Drayton, et al. vs. Carrie Green Burgess, Widow, et al in ac. with R.Tilghman Brice, 111, Trustee.

To Trustee for commissions	$58.85	$
To Trustee for fee (Order of 5/14/40)	100.00	158.85
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	29.90	
Sheriff - costs	3.60	
Auditor - this account	18.00	61.50
To Trustee for Expenses, viz:		
Capital-Gazette Press - publication order of	52.00	
Capital-Gazette Press - advertising sale	22.00	
Capital-Gazette Press - handbills	5.50	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
Capital-Gazette Press - notice to creditors	5.00	
C. F. Lee & Co.,Agent - bond premium	10.00	
George W. Scible - auctioneer	15.00	
John S. Strahorn - examiner	8.00	
Laura R. Jickling - stenographer	4.00	
George E. Rullman - guardian ad litem	4.00	
Clerk of Court - certified copy of deed	1.00	
Register of Wills - certified copy of will	3.50	
Beatrice A. Velenovsky - notary fees	1.00	
One-half cost Federal revenue stamps	.75	
One-half cost State revenue stamps	.45	142.20

To Trustee for Taxes, viz:

To 1940 State & County taxes (80 Cathedral St. ($13.73-adj)	$ 1.65	$	
1939 City taxes (80 Cathedral St. ($10.49-adj)	6.59		
1940 State & County taxes (83 Pleasant St. ($15.72-adj)	1.89		
1939 City taxes (83 Pleasant St. ($12.01-adj)	7.48		17.61
To Trustee for Benefit Charges, viz:			
Water rent - 80 Cathedral St. ($10.50 adj)	8.52		
Water rent - 83 Pleasant St. ($10.40 adj)	8.87		17.39
To Trustee for Inheritance Taxes, viz:			
Register of Wills - 7½% collateral inheritance tax on $620.45, clear value for distribution ($1,018.00 less $397.55)			46.53
To Trustee for Expenses as Agent, viz:			
Repairs to buildings	2.28		
B. J. Wiegard, Agent - insurance premiums	5.00		
J. Brewer & Son, Agents - insurance Premium	14.50		
F. J. Huth - labor and material	4.50		
1939 State & County taxes (#80 Cathedral)	13.50		
1939 State & County taxes (#83 Pleasant)	15.45		
Water rent - #80 Cathedral St.	10.50		
Water rent - #83 Pleasant St.	10.50		76.23
Balance in hand for distribution -$847.60			
Distributed as follows:			
To Carrie Green Burgess - one-third	282.53		
To Margaret Drayton - one-twelfth	70.63		
To Clara Haddocks - one-twelfth	70.63		
To Helen Henwood - one-twelfth	70.63		
To Willis Carter - one-twelfth	70.64		
To Hattie B. Peoples - one-fifteenth	56.50		
To Ella B. Jefferson - one-fifteenth	56.51		
To Naomi B. Johnson - one-fifteenth	56.51		
To Louise B. Perry - one-fifteenth	56.51		
To George Burgess - one sixtieth	14.12		
To Dorothy B. Harris - one sixtieth	14.13		
To Lauretta Burgess - one-sixtieth	14.13		
To Joseph Burgess - one-sixtieth	14.13	$847.60	
		$1,367.91	
Cr. Feb. 13, 1930 Proceeds of Sale - #83 Pleasant St.		$350.00	
Proceeds of Sale - #80 Cathedral St.		668.00	$1,018.00

Amounts brought forward	$1,367.91		$1,018.00
Interest on deferred payment #83 Pleasant St.		.82	
Refund fire insurance primium "		2.50	
Interest on deferred payment #80 Cathedral St.		2.39	
Refund fire insurance premium "		8.70	14.41
Rents collected by Trustee			335.59

ORDER NISI

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

John H. Hopkins, 3rd.,
Clerk.

Certificate of Publication Annapolis, Md., June 26, 1940.

We hereby certify, that the annexed Order Nisi - Auditor's Acct. - Drayton vs. Burgess - Eq. 7889 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 26th day of June, 1940. The first insertion being made the 25th day of May, 1940.

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

In the Circuit Court for Anne Arundel County

Ordered by the Court, this 27th day of June, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,
Judge.

Anne Leonora Pumphrey, et al	:	No. 7827 Equity
vs.	:	In The Circuit Court For
Louis Edgar Pumphrey, Sr.	:	Anne Arundel County.
	:	

Petition -- Filed May 23rd., 1939.

To The Honorable, The Judges of Said Court:-

Your Petitioners as above set --- forth, by Harlan and Harlan, their Solicitors, respectfully represents unto your Honors:

First: That the said Anne Leonora Pumphrey, Katherine Regina Pumphrey, Virginia Lee Pumphrey, Louis Edgar Pumphrey, Jr., and Robert Lee Pumphrey are the children of Louis Edgar Pumphrey, Sr., the said Defendant, and that your Petitioner, Anne Willson Pumphrey, is the wife of the said Defendant and mother of the said children.

Second: That your Petitioner, Anne Leonora Pumphrey, is of age and that the remaining children as above set forth are minors.

Third: That Osborne S. Pumphrey, father of the Defendant Louis Edgar Pumphrey, Sr., and the grandfather of all of your Petitioners except Anne Willson Pumphrey, their mother, died intestate on the third day of February, 1915, seized and possessed of certain real estate known as the "Pumphrey Home Farm," lying and being in the Third Election District of Anne Arundel County, State of Maryland, near Marley Station, and containing 301.69 acres of land, more or less, according to a recent survey and plat thereof by E. V. Coonan and Company, dated February 24,1939, and filed herewith and prayed to be taken as a part thereof and marked "Plaintiffs' Exhibit No. 1." Eq

Fourth: That the said Osborne S. Pumphrey left surviving him four children, namely, Leonora R. Pumphrey, Robert Lee Pumphrey, Charles B. Pumphrey, and the Defendant, Louis Edgar Pumphrey, Sr.

Fifth: That the said Leonora R. Pumphrey died unmarried, testate, on the 21st day of December, 1917, leaving a last Will and Testament in which she devised her interest in the "Home Place" to Louis Edgar Pumphrey Sr. for life, with a remainder to his children, a certified copy of which said Will being filed herewith and prayed to be taken as a part hereof, and marked "Plaintiffs' Exhibit No. 2."

Sixth: That Robert Lee Pumphrey died unmarried, testate, on the 21st day of July, 1934, leaving a Last Will and Testament in which he devised all of his property to his heirs, they being Charles B. Pumphrey and the Defendant, Louis Edgar Pumphrey, Sr., a certified copy of said Robert Lee Pumphrey's will being filed herewith and prayed to be taken as a part hereof, and marked "Plaintiffs' Exhibit No. 3."

Seventh: That the said Charles B. Pumphrey, a widower and without children, died testate on the 11th day of November 1938, and in and by his Last Will and Testament devised his interest in the "Home Place" to Louis Edgar Pumphrey, Sr., the Defendant, a certified copy of the Will of the said Charles B. Pumphrey being filed herewith and prayed to be taken as a part hereof, and marked "Plaintiffs' Exhibit No. 4."

Eighth: That therefore, title to the "Pumphrey Home Farm" vested as follows: an undivided three-quarters interest in Louis Edgar Pumphrey, Sr., in fee-simple, together with a life estate in a one-quarter undivided interest, and the said children and all after born children of the said Louis Edgar Pumphrey, Sr., have a vested remainder in an undivided one-quarter inter-

est in said "Home Farm", subject to the life estate of the said Louis Edgar Pumphrey, Sr.,

Ninth: That the new Baltimore and Annapolis dual highway known as "The Governor Ritchie Highway", and the cut-off of Lipin's Corner and the Mountain Road, has recently been constructed through this property and has subdivided said farm into three separate tracts which makes it possible to subdivide said farm and sell certain portions of the same in lots or small tracts.

Tenth: Because of the interest of the said minors and after born children, the sale of the said farm in lots or small tracts would at the present time necessitate individual equity proceedings each time a parcel was sold in order to give a good title to the purchaser, and this would involve considerable trouble and great expense.

Eleventh: That it would be advantageous to all of the parties concerned and beneficial to the existing children and after born children if your Petitioners, the children of the said Louis Edgar Pumphrey, Sr., could sell their vested remainder in the said undivided one-quarter interest in said farm to their father, Louis Edgar Pumphrey, Sr., the said Defendant, so that complete title would be vested in him.

Twelfth: That all parties properly interested have been joined in this proceeding.

Therefore, your Petitioners pray this Honorable Court to pass an order authorizing and directing:

(1) That the interest of your Petitioners be sold to the Defendant, Louis Edgar Pumphrey, Sr., at a fair price for same.

(2) That a Trustee be appointed to convey the interest of the said children and any after born children to the Defendant, Louis Edgar Pumphrey, Sr.

(3) That the said Trustee be authorized to accept the purchase money and invest the same under the jurisdiction of this Honorable Court until the death of the said Louis Edgar Pumphrey, Sr., at which time all unborn children, if any, will be ascertained.

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

May it please your Honors to grant unto your Petitioners the Writ of Subpoena directed against Louis Edgar Pumphrey residing at Marley Station, commanding him to be and appear in this Court on some certain day to be named herein and answer the premises and abide by such Decree as may be passed herein.

And as in duty bound, etc.

Anne Willson Pumphrey
Individually and as next friend
Anne Leonora Pumphrey
Catherine Regina Pumphrey
Virginia Lee Pumphrey

Joseph Harlan,
Solicitor.

I assent to proceedings and waive service of Writ of Subpoena and have a copy of this petition.

Filed May 23" 1939.

Louis E. Pumphrey

(Exhibit No. 1 (Plat) filed in papers in this case.)

Exhibit No. 2 -- Last Will and Testament of Leonore R. Pumphrey -- Filed May 23rd., 1939.

I , Leonore R. Pumphrey of Anne Arundel County, Maryland, do make this my Last Will and Testament in the manner following, that is to say.

After the payment of all my just debts and funeral expenses, I give devise and bequeath

my estate as follows.

First, I give and bequeath unto my brother Charles B. Pumphrey the sum of One hundred dollars.

Second, I give and bequeath unto my friend Clara Greenfield Lamb the wife of C. S. Lamb the sum of three hundred dollars.

Third, I give and bequeath unto James Howell Robinson the son of Lizzie L and Welham T. Robinson the sum of One hundred dollars.

Fourth: I give and bequeath unto Alberta Cager colored- the wife of George Cager the sum of Fifty dollars.

Fifth: I give and bequeath unto my executor hereinafter named or if he cannot serve to my administrator with the Will annexed the sum of Two hundred dollars to be used by him for the improvement by the erection of a suitable monument to the members of the family, of my family burial lot in Cedar Hill Cemetery known as Lot 191 and 192 in Section H.

Sixth: I give devise and bequeath unto my brother Louis Edgar Pumphrey my undivided half interest and estate in the land at the home farm at Marley Station on the Annapolis and Baltimore Short Line Railway in Anne Arundel County consisting of three hundred and forty acres of land of which my late father died seized and possessed and which he intended should be equally devided between me and my said brother to be held by my said brother Louis Edgar Pumphrey for the term of his natural life with full use and enjoyment thereof, and after his death, I give and devise said property unto his children who shall survive him and the children of his deceased children if any, who shall take their deceased parents share per stirpes and not per capita; and in the event of my said brother Louis Edgar Pumphrey dieing without leaving descendants living at that time, I give and devise said land unto my two brothers Robert Lee Pumphrey and Charles B. Pumphrey, and if either or both of said brothers be dead at that time to the living descendants of my brothers, and in the event that either brothers, ~~in the event that either brother~~ shall die without leaving issue said property shall pass to the surviving brothers or his descendants if he be then dead.

Seventh: All the rest and residue of my property including my old laces shawl jewelry pictures silver and china at my residence and all my interest in my mother's property not exhausted in paying the legacies hereinafter provided and all other property real or personal or any interest thereon of which I may become possessed at the time of my death I give devise and bequeath unto my brother Robert Lee Pumphrey to be held by him as his own or to be disposed of in part as he may I think I would desire.

I constitute and appoint my brother Robert Lee Pumphrey to be the executor of this my last Will and Testament and as I have the utmost confidence in his integrity I direct that he shall not be required to give bond except as it may be required by law.

In Testimony whereof I have hereunto subscribed my name and affixed my seal this eighth day of January One thousand Nine hundred and Sixteen.

Leonora R. Pumphrey (Seal)

Signed Sealed published and declared by the above named testator 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.

Geo. Dobbin Penniman

Henry A. Rowland

Geo. D. Penniman, Jr.

Anne Arundel County, Ss:

On the 22" day of January, 1918 came Robert Lee Pumphrey and made Oath in due form of law, that he does not know of any Will or Codicil of Leonore R. Pumphrey late of said County, deceased, other than the above instrument of writing, and that he received the same from Charles B. Pumphrey and this day delivered the same to the Register of Wills for probate, and that the deceased departed this life on or about the 21st day of December, 1917.

Sworn to in open Court

Test: Oden B. Duckett
Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 22nd day of January, 1918 came George Dobbins Penniman, one of the subscribing witnesses to the aforegoing last Will and Testament of Leonore R. Pumphrey late of said County, deceased, and made oath in due form of law, that he did see the Testatrix sign and seal this Will; that he heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with Henry A. Rowland and Geo. D. Penniman Jr. the other subscribing witnesses thereto, now beyond the jurisdiction of this Court subscribed their names as witnesses to this Will in her presence, at her request and in the presence of each other. And the said Penniman further makes oath that he is familiar with the handwriting of Henry A. Rowland and Geo. D. Penniman, Jr two of the subscribing witnesses to the Will of Leonore R. Pumphrey deceased, the said two witnesses now beyond the jurisdiction of this Court, and cannot be had, having seen their handwriting often and he verily believes that the signatures of said Henry A. Rowland and Geo. D. Penniman Jr. as they appear on the said Will as attesting witnesses thereto, now offered for probate, are the true and genuine signatures of the said Henry A. Rowland and Geo. D. Penniman, Jr.

Sworn to before Test: Oden B. Duckett
Reg of Wills for Anne Arundel County

In the Orphans' Court of Anne Arundel County

The Court after having carefully examined the above last Will and Testament of Leonore R. Pumphrey, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 22" day of Jany., 1918, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Leonore R. Pumphrey, deceased.

Filed Jany 22" 1918. Judges (James Cusack, C. J.; Lemon Beall, A.J.)

State of Maryland, Anne Arundel County

I, R. Glenn Prout, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Leonore R. Pumphrey late of said County deceased together with proof and probate thereof taken from Wills Liber O. B. D. 2 folio 34, 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 10th day of April in the year of our Lord, nineteen hundred and thirty-nine.

(Court Seal) R. Glenn Prout

Register of Wills for Anne Arundel County.

Exhibit No. 3 - Certified Copy Last Will and Testament of Robert L. Pumphrey,Filed May 23" 1939.

In the Name of God, Amen! I Robert L. Pumphrey being of sound mind and memory but knowing the uncertainty of human life, do now make and publish this my last will and testament, that is to say:-

To my heirs according to the laws of the State of Maryland.

Robert L. Pumphrey (Seal)

Signed, Sealed, published and declared by the said Robert L. Pumphrey the testator, as and for his last will and testament; and we, at his request and in his presence and in the presence of each other, have hereto subscribed our names as witnesses thereto this ____ day of May 25 A. D. 1911.

Frank Blacklock (Seal)

Samuel M. Ottenheimer (Seal)

Anne Arundel County, Ss:

On the 31st day of July, 1934 came W. H. Schwatka, Secretary Scottish Rites Masons and made Oath in due form of law, that he does not know of any Will or Codicil of Robert L. Pumphrey late of said County, deceased, other than the above instrument of writing, and that he received the same from his records of which I have the custody,

Testator departed this life on the 21st day of July, 1934.

Sworn to before the subscriber,

Test: Geo. T. Cromwell

Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 31st day of July, 1934 came Samuel M. Ottenheimer, one of the subscribing witnesses to the aforegoing last Will and Testament of Robert L. Pumphrey late of said County, deceased, and made oath in due form of law, that he did see the Testator, Robert L. Pumphrey sign and seal this Will; that he heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of his apprehension, of sound and disposing mind, memory and understanding; and that h__ together with Frank Blacklock subscribed his name as witnesses to this Will in his presence, at his request and in the presence of each other. Sworn to before the subscriber

Test: Geo. T. Cromwell

Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 31st day of July, 1934, came W. H. Schwatka, Secretary Scottish Rites Masons, and made oath in due form of law that he is familiar with the handwriting of Frank Blacklock one of the attesting witnesses to the last Will and testament of Robert L. Pumphrey late of said County deceased, and he verily believes that the signature of the said Frank Blacklock as so written, is the true and genuine signature of said Frank Blacklock who is now dead.

Sworn to before the subscriber.

Geo. T. Cromwell

Register of Wills

In the Orphans' Court of Anne Arundel County

The Court after having carefully examined the above last Will and Testament of Robert L.

Pumphrey, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 31st day of July, 1934, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Robert L. Pumphrey, deceased.

Judges { Maynard Carr, C. J.
Owain E. Owens, A. J.
William B.Elliott, A. J.

Petition For Letters of Administration.

To the Honorable, the Judges of the Orphans' Court of Anne Arundel County.

In the Matter of the Estate of Robert L. Pumphrey, deceased.

The petition of Charles B. Pumphrey and Louis E. Pumphrey, brothers,(relationship to deceased) respectfully showeth: That Robert L. Pumphrey a resident of Anne Arundel County, State of Maryland, departed this life at Marley in said County on the 21st day of July, 1934, leaving a Last Will and Testament that has been <u>been</u> admitted by this Court, but naming no Executor; that the decedent left surviving him the following heirs, viz:

Name	Address	Age
Charles B. Pumphrey	Glen Burnie, Md. R. F. D.	Adults
Louis E. Pumphrey		

That the decedent left real estate as follows (state approximate Value) $8,000.00

That the decedent left personal property including debts due him as follows (state approximate value) 500.00 as far as known at this time.

Therefore, your petitioners applies for letters of Administration c.t.a. upon the personal estate of the said decedent and offers Corporate Surety as suret___.

Anne Arundel County, State of Maryland, to wit:

Personally appeared Charles B. & Louis E. Pumphrey, Petitioners named in the above application and being duly sworn according to law did depose and say that the matters and things set forth in the aforegoing petition are true to the best of their knowledge, information and belief.

Sworn and subscribed before me this 31st day of July, 1934.

Geo. T. Cromwell
Register of Wills for Anne
Arundel County.

Charles B. Pumphrey

Louis E. Pumphrey

State of Maryland, Anne Arundel County

I, R. Glenn Prout, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Robert L. Pumphrey late of said County deceased together with proof and probate thereof taken from Wills Liber G. T. C. 1 Folio 489, 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 20th day of April in the year of our Lord, nineteen hundred and thirty-nine.

(Court Seal) R. Glenn Prout

Register of Wills for Anne Arundel County

Exhibit No. 4 Certified Copy Last Will and Testament of Charles B. Pumphrey.

Filed May 23rd.1939.

I, Charles B. Pumphrey, of Glenburnie, Anne Arundel Co., Maryland, being of sound and disposing mind, memory and understanding, do hereby make, publish and declare this instrument of writing to be my Last Will and Testament, hereby revoking all other Wills or Codicils to Wills heretofore executed by me.

First: I desire my Executor, hereinafter named, as promptly as possible after my death, to pay all of my just debts, expenses of my last illness and funeral expenses.

Second: Unto Percy M. Williams, who has been raised by me and now resides on my farm, I give, devise and bequeath, absolutely, free and clear of all encumbrances, the house in which he now lives, together with two (2) acres of ground immediately adjacent to said house and a legal easement over the present roadway leading from the State road into the said house in which he lives; and in addition to the above, I bequeath unto the said Percy M. Williams, absolutely, the sum of Two thousand ($2,000.00) Dollars.

Third: I give, devise and bequeath, absolutely, to Estelle Arnold, of Glenburnie, Anne Arundel County, Maryland, mortgage and note which I will hold at the time of my death to secure or the Trustees of the Magothy Methodist Episcopal Church a loan to the Magothy Methodist Episcopal Church, which is located on the Mountain Road near Lipin's Corner, Anne Arundel County, Maryland.

Fourth: I give, devise and bequeath the sum of One Thousand ($1000.00) Dollars unto Addison Spencer, of Glenburnie, Anne Arundel County, Maryland, colored man who has worked for me for many years, said bequest being in recognition of his long and faithful service, and provided he be living at the time of my death.

Fifth: I hereby give, devise and bequeath unto my brother, Lewis E. Pumphrey, of Glenburnie, Anne Arundel County, Maryland, my farm located on the Annapolis Road at Lipin's Corner, Anne Arundel County, Maryland, subject to the devise and bequest hereinbefore made to Percy M. Williams in the second paragraph of this my Will.

Sixth: All the rest, residue and remainder of my estate, real, personal and mixed, I give, devise and bequeath unto my brother, Lewis E. Pumphrey.

Seventh: It is my desire that all collateral inheritance taxes or other taxes which may attach to the bequests made in paragraphs second, third and fourth of this Will, be paid from the general funds of my estate and not by the individual devisees.

Eighth: I hereby nominate and appoint my brother, Lewis E. Pumphrey, to be the Executor of this Will, and request that he be excused from giving bond for the faithful performance of his duties. In Testimony Whereof, I have hereunto subscribed my name and affixed my seal, this 2nd day of October, in the year Nineteen hundred and thirty-eight.

Charles B. Pumphrey (Seal)

Signed, Sealed, Published and Declared by Charles B. Pumphrey, the above named Testator, as and for his Last Will and Testament, who, at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses thereto.

Charles O. Mount 2500 Baltimore Trust Bldg., Balto., Md.

William H. Fiege 611 Wyanoke Ave., Balto., Md.

Anne Arundel County, Ss:

On the 16th day of November, 1938 came Lewis E. Pumphrey and made Oath in due form of law, that he does not know of any Will or Codicil of Charles B. Pumphrey late of said County, deceased,

other than the above instrument of writing, and that he received the same from Testators safe deposit box in the First National Bank of Baltimore to which he had joint access. Charles B. Pumphrey departed this life on the 11th day of November, 1938.

Sworn to before the subscriber. Test: Lucy S. Holladay

Register of Wills for Anne Arundel Co.

Anne Arundel County, Ss:

On the 16th day of November, 1938 came Charles O. Mount one of the subscribing witnesses to the aforegoing last Will and Testament of Charles B. Pumphrey late of said County deceased, and made oath in due form of law, that he did see the Testator, Charles B. Pumphrey sign and seal this Will; that he heard him publish, pronounce and declare the same to be his last Will and Testament , that at the time of his so doing he was, to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with William H. Fiege subscribed their names as witnesses to this Will in his presence, at his request and in the presence of each other.

Sworn to before the subscriber

Test: Lucy S. Holladay

Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On this 16th day of November A. D. 1918 personally appeared Charles O. Mount who on oath says that he is well acquainted with William H. Fiege and that affiant knows his handwriting, having often seen him write; that after examining the signature of William H. Fiege on the paper writing purporting to be the last Will and Testament of Charles B. Pumphrey deceased, late of Anne Arundel County, Maryland, affiant declares the same to be in the handwriting of said William H. Fiege and it is well known to affiants that said William H. Fiege is too ill to be seen.

_____

_____

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

Lucy S. Holladay,

Register of Wills for Anne Arundel County.

In the Orphans' Court of Anne Arundel County:

The Register of Wills after having carefully examined the above last Will and Testament of Charles B. Pumphrey late of said County deceased, and also the evidence adduced as to its validity, orders and decrees this 16th day of November, 1938, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Charles B. Pumphrey, deceased,

Under the power conferred upon the Register of Wills by Section 348 of Article 93.

Lucy S. Holladay

Register of Wills for Anne Arundel County.

State of Maryland, Anne Arundel County:

I,R. Glenn Prout, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Charles B. Pumphrey late of said County deceased together with proof and probate thereof taken from Wills Liber

W. M. H. 1 Folio 359, which is one of the records filed, recorded and Kept in the office of Register of Wills for Anne Afundel County.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of said Court this 12th day of April in the year of our Lord, nineteen hundred and thirty-nine.

(Court Seal) R. Glenn Prout

Register of Wills for Anne Arundel County

Answer of Louis Edgar Pumphrey, Sr., to Bill of Complaint. -Filed June 14" 1939.

To the Honorable, the Judges of said Court:

The Answer of Louis Edgar Pumphrey, Sr., to the Bill of Complaint heretofore filed in this Court, respectfully shows:

That he admits each and every allegation in said Bill of Complaint and as a further answer to said Bill of Complaint, this Respondent, believing that the sum of Five Thousand ($5,000.00) Dollars is a sum in excess of the actual value of his children's interest in the tract of land mentioned in said Bill of Complaint, is willing to pay to said children or such Trustee or Trustees as may be appointed under the prayer of said Bill of Complaint, the said sum of Five Thousand ($5,000.00) Dollars for the interest of the said children, and this Respondent consents to the immediate passage of a proper Decree.

And as in duty bound, etc.,

R. Tilghman Brice,111, Louis Edgar Pumphrey,

Solicitor for Defendant. Defendant.

Testimony on behalf of the Plaintiffs and Defendants, June 16th., 1939. Filed June 29,1939

Present:-

Mr. Joseph R. Harlan, Attorney for the Plaintiffs.

Mr. R. T. Brice, 111, Attorney for the Defendants.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

.....Agreement of Counsel to waive signatures.

Witnesses:-

R. Tilghman Brice,111, ----------2 to 3

Louis E. Pumphrey, ---------- 4 to 7

Charles Lewis Pumphrey, ---------- 8 to 9

T. Carroll Worthington, ---------- 10.

R. Tilghman Brice, 111, a witness of lawful age, being first duly sworn, deposes and says:-

(Harlan).

1. State your name, residence and profession?

A. R. Tilghman Brice,111, Attorney-at-Law, Lee Building,Annapolis, Md.

2. Did you examine the title to this farm in question in this proceeding?

A. Yes I did sometime last Fall.

3. Will you, in your own words, tell the Court the general outline of the title and who are the present owners of the said farm.

A. A part of this farm was conveyed to Joseph Pumphrey in 1752 and contained 200 acres known as "Part of Piney Grove." Joseph Pumphrey re-patented this tract as "Joseph's Addition" an took

in vacant land in the amount of 265 acres. He sold to his son, Rezin Pumphrey 65 acres. Joseph Pumphrey died in 1786 and by his Will left or devised the 200 acres known as "Joseph's Addition" to Edward Pumphrey. Rezin Pumphrey re-patented his tract of 65 acres and took in a total of 160 acres known as "Rezin's Supply", and in 1783 conveyed 99 acres of "Rezin's Supply" to Edward Pumphrey. Edward Pumphrey thereafter held 299 acres, the same being the tract as recently surveyed by Coonan and Co. as containing 301.69 acres, shown by Plat Exhibit A.
Edward Pumphrey died in 1823 leaving a last will and testament devising 150 acres of "Joseph's Addition" and 99 acres of "Rezin's Supply" to Charles Pumphrey. Charles Pumphrey died intestate in 1832 leaving as his only heir at law, Osborne S. Pumphrey, father of the defendant, Louis Edgar Pumphrey. Osborne S. Pumphrey acquired in 1871 under a deed of partition with John E.J. Pumphrey, et al., 107½ acres of which about 50 acres is now included within the lines of the aforesaid survey, Exhibit A, made by Coonan. Title to the tract mentioned in these proceedings vested in Osborne S. Pumphrey as follows:-

1. As an heir at law of his father, Charles Pumphrey; "Rezin's Supply" containing 99 acres; "Joseph's Addition" 150 acres, and John E. J. Pumphrey's deed of 50 acres above referred to.

Osborne S. Pumphrey died intestate in 1915 leaving the following children and heirs at law:-

Charles B. Pumphrey, Robert Lee Pumphrey, Louis E. Pumphrey (the defendant), Leonora Pumphrey.

Leonora Pumphrey died December 21st, 1917 leaving a last will and testament, certified copy thereof filed in these proceedings as Exhibit B. And in and by said last will and testament left or devised her interest in "The Home Farm" to Louis E. Pumphrey for life with a remainder to the children of Louis E. Pumphrey.

Robert Lee Pumphrey died July 21st.,1934 leaving a last will and testament filed in these proceedings as Exhibit C. And in and by said last will and testament devised all of his property to his heirs at law who were his two brothers, Louis E. Pumphrey and Charles B. Pumphrey. Charles B. Pumphrey died November 11th, 1938 leaving a last will and testament filed in these proceedings as Exhibit D.

And by said last will and testament left his property to the defendant, Louis E. Pumphrey.

Therefore, title to the tract of land in these proceedings is vested as follows:-

A 3/4 interest vested in Louis E. Pumphrey, the defendant.

A 1/4 undivided interest in the children of Louis E. Pumphrey, subject to a life estate in Louis E. Pumphrey.

Do you think it is advantageous and beneficial to the children and to all parties concerned that Louis E. Pumphrey obtain complete title in himself of this property?
A. I should say "Yes" in the event the remainder is now vested in the minor children of Mr. Louis E. Pumphrey subject to his life estate, and in order to have a good and marketable title it would be necessary to bring separate Equity proceedings each time an offer was made for any portion of the property.

To the general question under the rule the witness says:-
A. No. Signatures waived by agreement of counsel.

Louis E. Pumphrey, the defendant named in this proceeding, being first duly sworn, on

behalf of the Plaintiff, says:-

(Harlan).

1. State your name, residence and occupation?

A. Louis E. Pumphrey, Glenburnie Post Office, Anne Arundel County, State Road Inspector.

2. What is your wife's name? A. Anne Willson Pumphrey.

3. How many children do you have? A. Five.

4. Name them, please?

A. Anne Leonora Pumphrey, Katherine Regina Pumphrey, Virginia Lee Pumphrey, Louis Edgar Pumphrey, Jr. Robert Lee Pumphrey.

5. Will you state their ages, please.

A. Anne Leonora Pumphrey born November 27th,1917
Katherine Regina Pumphrey born February 25th, 1920
Virginia Lee Pumphrey born June 22nd, 1922
Louis E. Pumphrey, Jr. born November 1925
Robert Lee Pumphrey born November 17th, 1927.

6. What day were you married to Anne Willson Pumphrey? A. November 22nd, 1916.

7. You desire to buy the children's interest in the tract of land known as "The Pumphrey Home Farm" is that correct? A. Yes.

8. Will you tell the Court what you are offering for the children's interest in the property?

A. I am offering the sum of Five Thousand Dollars to the children for their interest, so that they will have $1,000 a piece though I think this $5,000 is more than the market value for their 1/4 remainder interest.

9. Who was your father? A. Osborne Stallings Pumphrey.

10. When did your father die? A. About the 3rd day of February, 1915.

11. Did your father leave a will? A. No, he left no will.

12. When your father died, will you name your brothers and sisters living at that time?

A. Charles B. Pumphrey, Leonora Pumphrey, Robert Pumphrey, and myself, Louis E. Pumphrey. He left no other children and all were of age.

13. Was your mother living? A. No.

14. Are any of your brothers and sisters now living? A. No.

15. Did your sister Leonora Pumphrey leave a will? A. Yes.

..... Now offered as Exhibit B with testimony.

16. Did your brother Robert Lee Pumphrey leave a will? A. Yes.

..... Now offered as Exhibit C with testimony.

17. Did your brother Charles B. Pumphrey leave a will? A. Yes.

..... Now offered as Exhibit D with testimony.

18. What property did your father leave that was known as "The Home Farm", where is it located and approxomately how many acres?

A. It is located at Marley station on the B. and A. Shortline Railroad, the station id practically in the center of it, and it contained according to the last survey that was made, 301 acres.

19. Have you had a recent survey made of this tract?

A. Had a survey made in January or February of 1939.

20. Who made that? A. Coonan of Baltimore.

21. I show you this blue print and ask you if that is the Plat of the Pumphrey Farm involved

in these proceedings? A. This is absolutely.

..... Filed as Examiner's Exh. A. with testimony.

22. When your sister, Leonora died was she married? A. No sir she never married.

23. When your brother Robert died was he married? A. No sir he never married.

24. When your brother Charles died was he married?

A. He was but his wife had been dead twelve or fifteen years, probably longer than that.

25. Did any of your brothers have any children? A. No sir.

26. What is this tract of land involved here used for at the present time?

A. Nothing at all, it is where I am living.

27. Are you farming portions of it?

A. Not a particle, have not farmed for 14 years.

28. How much of it is cleared land?

A. At the present time I don't think four acres.

29. What's on the rest of it?

A. Growth of young pine and oak. Fourteen years ago I went with the State Road Commission and ceased to farm the place and during that time it has grown up in this young pine and oak, no timber on it, timber been practically cut off.

30. Does the new dual highway from Baltimore to Annapolis and the cut off to Lipin's Corner intersect this farm?

A. Yes.

31. Do you think that due to this highway going through there that some portions of it might be sold? A. I think so.

32. With the children's interest involved do you think it could be sold easily?

A. It could be sold at a sacrifice and a great deal of trouble, very little section that would be sold and it would be necessary to go into Court and have the title established, have to engage lawyers and give bonds, and I don't know what you would not have to do, and that means every little lot to be sold would have that same proceeding to go through.

33. You think it highly beneficial to the children and every one concerned that you get the complete title yourself?

A. I feel it would be to have it that way because lots of would be buyers would be afraid to go through with the procedure, and even after all settled up would be some question as to the legality of the title, and it would simplify it a great deal if the title could be turned over in my hands due to that fact.

NO CROSS EXAMINATION.

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

A. No. Signature waived.

Charles Lewis Pumphrey, a witness of lawful age, being first duly sworn, deposes and says;- (Harlan).

1. State your name and residence?

A. Charles Lewis Pumphrey, Riveria Beach, Anne Arundel Co., Md.

2. What is your occupation? A. Real Estate.

3. Are you any relation to the parties to this suit? A. Not to my knowledge.

4. How long have you been in the real estate business? A. Since 1921.

5. You are thoroughly familiar with values of farm property in Anne Arundel County? A.Yes.

6. Have you examined this particular tract of land in question as shown on the plat filed as Exhibit A? A. Yes.

7. You heard Mr. Louis E. Pumphrey's testimony that he was offering $5,000 for the children's 1/4 remainder interest in the property? A. Yes.

8. Do you think that that is a fair price for their interest?

A. I consider it a very liberal price for their interest.

9. Any improvements on this property?

A. Yes, there is the main dwelling, three other dwellings of poor type tenant houses rented at present time, three outbuildings and store which is used as a dwelling had the name of "store" a few years ago. The dwelling is a frame house that has drop siding weather board, two story, living room, dining room, kitchen and hall on first floor. It is an old type of house.

10. Do you think it would be beneficial to the children and to all parties concerned to have Mr. Louis E. Pumphrey have the complete title to the farm?

A. The property has possibilities for future sale in individual locations, and the present condition of the title handicaps the sale of the property due to the minor children involved, so it would be best.

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

A. No.

NO CROSS EXAMINATION.

Dignature waived.

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

1. State your name and residence?

A. T. Carroll Worthington, 236 Main st., Annapolis, Md.

2. What is your occupation? A. Real estate and insurance broker.

3. How many years have you been engaged in the business of real estate? A. Five years.

4. Are you familiar with the values of property in Anne Arundel County? A. I am.

5. Have you made an inspection of this farm in question? A. I have.

6. You heard Mr. Louis E? Pumphrey's offer of $5,000 for the children's 1/4 remainder interest in this farm? A. I did.

7. Will you tell the Court whether you think that is a fair offer?

A. I think it is in excess of the fair value for the 1.4 remainder interest.

8. Do you think it would be to the advantage and benefit of the children and every one concerned, for Mr. Louis E. Pumphrey to acquire complete title to this property?

A. I do.

NO CROSS EXAMINATION.

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

A. No. Signature waived.

No Further testimony is desired on behalf of the Defendants says Mr. Brice, Attorney.

There being no other witnesses to be examined, no further testimony desired on behalf of

the Plaintiff, or the Defendant, this testimony is now closed, and at request of the Attorneys for both Plaintiffs and Defendants, is returned to the Court.

Witness my hand and seal this 29th day of June, 1939.

Jno. S. Strahorn, (Seal)
Examiner.

Decree and Order of Sale. August 2,1939. --Filed 1" August, 1939.

The Matter of the Petition of Anne Leonora Pumphrey, individually, and Katherine Regina Pumphrey, Virginia Lee Pumphrey, Louis Edgar Pumphrey, Jr., Robert Lee Pumphrey, by Anne Willson Pumphrey, their mother and next friend, and Anne Willson Pumphrey, filed in the above entitled cause, asking that their interest in the property described in these proceedings and shown on the plat by E. V. Coonan & Company, and containing 301.69 acres of land, more or less, be sold to Louis Edgar Pumphrey, Sr., said cause having been submitted to the Court and the proceedings read and considered, and it appearing that proof has been taken as to the value, quantity and condition of the said property, and the Court having considered all of the circumstances as set forth in the Petition and Testimony taken as aforesaid, deeming it to the best interest and advantage of the said Petitioners to sell their interest in the said real estate to Louis Edgar Pumphrey, Sr., at and for the sum of Five Thousand ($5,000.00) Dollars, which has been offered by the said Louis Edgar Pumphrey, Sr., for the interest of the said Plaintiffs, it appearing to the Court that the sum of Five Thousand ($5,000.00) Dollars being the fair value of their interest in the said property, It Is Thereupon, this 2nd. day of August, 1939, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED, that the interest of Anne Leonora Pumphrey, Katherine Regina Pumphrey, Virginia Lee Pumphrey, Louis Edgar Pumphrey, Jr., Robert Lee Pumphrey, and Anne Willson Pumphrey, in the real estate mentioned in these proceedings be sold at private sale to Louis Edgar Pumphrey, Sr., at and for the sum of Five Thousand ($5,000.00) Dollars, and that R. Tilghman Brice 111, and Joseph Harlan be and they are hereby appointed Trustees to convey by a good and sufficient Deed, all of the right, title, interest and estate of the said Anne Leonora Pumphrey, Katherine Regina Pumphrey, Virginia Lee Pumphrey, Louis Edgar Pumphrey, Jr., Robert Lee Pumphrey, and Anne Willson Pumphrey, and any after born children of the said Louis Edgar Pumphrey, Sr., to Louis Edgar Pumphrey, Sr., upon the payment of the full purchase price to the said Trustees hereinabove mentioned, and not before; but before the said Trustees make said sale or enter into their duties as such Trustees they shall first file with the Clerk of this Court a bond to the State of Maryland in the penalty of the sum of Five Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any further Order or Decree in the premises; and upon receipt of the said proceeds of sale, said Trustees shall bring the proceeds thereof into this Honorable Court to be held subject to the further order of this Court; provided, nevertheless, that before the above Decree and Order of Sale shall become final in its nature and the said sale finally ratified and confirmed, the Clerk of this Court shall insert in the Evening Capital, a newspaper printed and published in the City of Annapolis, Anne Arundel County, Maryland, as is published in the cases of Trustees making private sale of real estate under Decree of this Honorable Court, thereby giving notice in each of three successive weeks, on or before the 4th day of September, 1939, next, to anyone concerned, that the aforesaid sale by the said Trustees, will be finally ratified and confirmed unless cause to the contrary be shown on or before the 11th day of September, 1939.

Ridgely P. Melvin, Judge.

ORDER NISI

Ordered, this 2nd day of August, 1939, That the sale of the property mentioned in these proceedings made and reported by R. Tilghman Brice 3rd and Joseph Harlan, Trustees, Be Ratified And Confirmed, unless cause to the contrary thereof be shown on or before the 11th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of September next.

The report states that the amount of sales to be $5,000.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Sept. 15, 1939

We hereby certify, that the annexed Order Nisi - 7827 Eq. - Pumphrey was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of September, 1939. The first insertion being made the 3rd day of August, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered By The Court, This 22nd day of Sept., 1939 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.

Ridgely P. Melvin, Judge.

Trustee's Bond---Filed and Approved this 21st., day of September, 1939. John H. Hopkins,3rd. Clk

Know all Men by these Presents:

That We R. Tilghman Brice, 3rd., of the City of Annapolis, State of Maryland, and Joseph Harlan of the City of Baltimore, State of Maryland, Trustees, as Principal, and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand ($5000.00) Dollars, to be paid to the said State, or its certain attorney; to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 20th day of September in the year of our Lord nineteen hundred and thirty-nine.

Whereas, the above bounden R. Tilghman Brice, 3rd., and Joseph Harlan, Trustees by a virtue of a decree of the Honorable the Judge of the Circuit Court has been appointed trustees to sell real estate and receive and hold proceeds mentioned in the proceedings in the case of Anne Leonora Pumphrey, et al, vs. Louis Edgar Pumphrey, Sr., No. 7827 Equity now pending in said Court.

Now The Condition Of The Above Obligation Is Such, that if the above bounden R. Tilghman Brice, 3rd., and Joseph Harlan do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Beatrice A. Velenovsky

Beatrice A. Velenovsky

Joseph Harlan (Seal)

R. Tilghman Brice,111,(Seal)

(Corporate Seal)

Maryland Casualty Company,
By Charles F. Lee of
Charles F. Lee & Co., Agts.

Petition of Trustees to submit account to Auditor, and Order of Court thereon.

Filed February 12th., 1940.

To the Honorable, the Judges of said Court:

The Petition of R. Tilghman Brice,111, and Joseph Harlan, Trustees in the above entitled case, respectfully shows:

That by virtue of a Decree of this Court in the above entitled case, passed on the second day of August, 1939, they did sell and convey the property mentioned in these proceedings to Louis Edgar Pumphrey, Sr., at and for the sum of Five Thousand ($5,000.00) Dollars, which said sum of Five Thousand ($5,000.00) Dollars they have received and the same is on deposit in The Farmers National Bank of Annapolis.

Therefore, your Petitioners pray this Honorable Court to pass an Order authorizing and directing that these proceedings be submitted to the Auditor to state an account, allowing to the said Trustees such sums as they shall produce proper vouchers therefor.

And as in duty bound , etc.,

R. Tilghman Brice,111, Trustee.

Joseph Harlan, Trustee.

ORDER

Ordered by the Circuit Court for Anne Arundel County, in Equity, this 13th day of February, 1940, upon the foregoing Petition, that these proceedings be submitted to the Auditor for an accounting of the proceeds of the abovementioned sale, allowing the said Trustees such sums as they shall produce proper vouchers therefor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account -- Filed February 24th., 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. Anne Leonora Pumphrey, et al vs. Louis Edgar Pumphrey, Sr. in ac. with R. Tilghman Brice, 111, and Joseph Harlan, Trustees

To Trustees for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	$10.00	$
Defendant's Solicitor's Appearance fee	10.00	
Clerk of Court - costs	26.35	
Auditor	9.00	55.35
To Trustees for Expenses, viz:		
Capital-Gazette Press - Order nisi on report of sale	5.00	
Capital-Gazette Press - Order nisi on auditor's acct.	5.00	
C. F. Lee & Co. - bond premium	35.00	
John S. Strahorn - examiner	8.00	
Register of Wills - certified copies	7.50	
Juliet D. Strahorn - stenographer	5.00	
Notary fee	.50	66.00

To Amount brought forward	$	$ 121.35
To R. Tilghman Brice,111, and Joseph Harlan, Trustees for children of Louis E. Pumphrey, Sr.,this balance subject to further order of Court		$4,960.00
		$5,081.35

Cr. Aug. 2, 1939

Proceeds of Sale	$5,000.00
Purchaser's contribution to expenses of these proceedings	81.35
	$5,081.35

ORDER NISI

Ordered, This 24th., 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 26th., 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 26th., day of March next.

John H. Hopkins, 3rd.
Clerk.

Certificate of Publication — Annapolis, Md., April 6, 1940

We hereby certify, that the annexed Order Nisi - Auditor's Acct. - Pumphrey - Eq. 7827 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of March, 1940. The first insertion being made the 29th 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 18 day of April, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,
Judge.

In The Matter of the Sale of the Mortgaged Real Estate of Shelby L. Cox and Harriet C. Cox, his wife, (Present owners Joseph M. Brady and Thomas A. Fairlie)	:	No. 7796 Equity. In The Cirtuit Court For Anne Arundel County.

Mr. Clerk:

Please docket the above entitled suit, record the within assignment and file the within mortgage.

William J. McWilliams, Assignee

Mortgage -- Filed April 15th., 1939.

This Mortgage, Made this eleventh day of March, in the year nineteen hundred and thirty-seven (1937), by and between Shelby L. Cox and Harriet C. Cox, his wife, parties of the first part, hereinafter called mortgagors, and Fred W. Horton, party of the second part, hereinafter called mortgagee, all of City of Washington, District of Columbia, Witnesseth:-

Whereas, the said mortgagors have this day received by way of loan an advance in the sum of One Hundred and Sixty-Three Dollars$(163.00), and as evidence of said indebtedness have passed to the said mortgagee, their joint promissory note of even date herewith in the amount of $163.00, payable five years from date hereof, with interest thereon at the rate of six per cent per annum, payable at maturity of this mortgage. The mortgagee hereby agrees that the mortgagors may make payments on account of the principal debt at any time during the continuance of this mortgage, interest to cease as to the amount so prepaid from the date of such payment.

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

Now, Therefore, This Mortgage Witnesseth:- That for and in consideration of the premises and the sum of One Dollar ($1.00), paid by the 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 that lot or parcel of land stiuate, lying and being in the Second Election District of Anne Arundel County, Maryland, being known and designated as Lot No. 13, of Block R, Section 1, shown on a map entitled "Southaven," recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 4, folio 36.

Subject, however, to the conditions and restrictions contained in a deed of restrictions recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 159, folio 36.

Being the identical property which was conveyed to the parties of the first part hereof by Tidewater Shores, Inc., by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County prior hereto.

Subject to a first mortgage of $1250.00 held against said property by the Annapolis & Eastport Building Association, from the above named Mortgagors, dated and left for record among the aforesaid Land Records simultaneously with these presents.

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 One Hundred and Sixty-three 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 heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues charges, mortgage debt and interest, the said Mortgagors, for themselves, 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 George E. Rullman, his Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale whall 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 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 George E. Rullman, 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 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 One Hundred Sixty-three 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: Shelby L. Cox (Seal)

Laura R. Jickling Harriet C. Cox (Seal)

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this eleventh day of March, in the year nineteen hundred and thirty-seven (1937) before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Shelby L. Cox and Harriet C. Cox, his wife, the Mortgagors named in the aforegoing Mortgage and each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared G. Edward Moul, Agent of the within named mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and further, that he is duly authorized to make this acknowledgement.

Witness my hand and Notarial Seal.

(Notarial Seal) Laura R. Jickling,
Notary Public.

For value received, I hereby assign the aforegoing mortgage to the W. M. Thomas Lumber Company. Witness my hand and seal this 15th day of October, 1938.

Witness: Fred W. Horton (Seal)

Muriel Griner

Received for Record 21st.,day of Oct. 1938, at 2:55 o'clock P. M. and same day recorded in Liber F. A. M. No. 159, Fol. 479, Land Records of Anne Arundel County.

Frank A. Munroe, Clerk.

For Value Received, the W. M. Thomas Lumber Company does hereby assign the within mortgage and the debt secured thereby to Berkeley L. Simmons , his heirs and assigns, without recourse. Witness the name of the W. M. Thomas Lumber Company by its President, attested by its Secretary, and its corporate seal affixed hereto, this 6th day of February, 1939.

Test: John M. Thomas, W. M. Thomas Lumber Company

Secretary (Corporate Seal) W. M. Thomas, President.

Received for Record 8 day of Feby. 1939, at 2-30 o'clock P. M. and the same day recorded in Liber F. A. M. No. 159, Fol. 479, Land Records of Anne Arundel County.

John H. Hopkins, 3rd.,
Clerk.

For Value Received, I hereby assign the within mortgage and the debt secured thereby to William J. McWilliams, Attorney at Law, for the purpose of foreclosure.

In Witness Whereof, I have hereunto set my hand and seal this 6th day of April, 1939.

Witness: Mildred R. Mayo Berkeley L. Simmons (Seal)

Received for Record 15 day of April, 1939, at 11 o'clock A. M. and the same day recorded in Liber F. A. M. No. 159, Fol. 479, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Assignee's Bond --Filed & Approved this 8th day of May 1939. John H. Hopkins, 3rd.,Clerk.

Know All Men by These Presents:

That we, William J. McWilliams of the City of Annapolis, State of Maryland, as Principal, and the Fidelity and Casualty 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 One Thousand Dollars ($1000.00) 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 6th day of May, in the year of our Lord, Nineteen Hundred and Thirty-nine.

Whereas, the above bounden William J. McWilliams by virtue of the power contained in a mortgage from Shelby L. Cox and Harriet C. Cox, his wife to Berkley L. Simmons bearing date the 11th day of March, 1937, and recorded among the mortgage records of Anne Arundel County in Liber F. A. M. No. 159 Folio 477 and duly assigned to the said William J. McWilliams 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 William J. McWilliams 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 William J. McWilliams (Seal)

in presence of (Corporate Seal) Fidelity and Casualty Company of New York

June L. Smith By Annie Laurie Wiegard

Attorney-in-fact

Statement of the Mortgage Claim -- Filed May 9" 1939

Statement of the mortgage claim of Berkeley L. Simmons under the mortgage to him from Shelby L. Cox and Harriet C. Cox, his wife, dated the 11" day of March, 1937 and recorded among the Land Records of Anne Arundel County in Liber F. A. M. #159, folio #477, said mortgage having been in default since 2" day of March, 1939.

Principal amount of mortgage	$163.00
Interest from March 11, 1937 to May 9,1939	21.15
	$184.15

Berkeley L. Simmons

Dist. of Col. SS:

I Hereby Certify that on this 8th day of May, 1939, before me the subscriber, a Notary Pub-

lic of District of Columbia in and for the District of Columbia aforesaid, personally appeared Berkeley L. Simmons and made oath in due form of law that the foregoing is a true statement of the amount remaining due him on his mortgage claim, described herein, and that he has not received any security or any satisfaction therefore other than the deed of mortgage in said statement mentioned.

As Witness my hand and notarial seal.

(Notarial Seal) Harvey R. Oliver

My Commission expires: July 31, 1943.

Assignee's Report of Sale -- Filed May 11th., 1939.

To The Honorable, The Judges of Said Court:

The Report of Sale of William J. McWilliams, 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 Shelby L. Cox and Harriet C. Cox, his wife, dated the 11 day of March, 1937 and recorded among the Land Records of Anne Arundel County in Liber F. A. M. #159, folio #477, the said William J.McWilliams, 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 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 Tuesday, May 9th, 1939, at 12:00 o'clock, noon, 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 William J. McWilliams, Assignee as aforesaid, then and there sold the said property, subject to the legal operation and effect of a prior mortgage to the Annapolis and Eastport Building and Loan Association, dated March 11, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A. M. #144, folio #448, the terms and conditions of which were announced at the time of sale, to T. Jordan Dorsey for the sum of Three Hundred and Fifty Dollars, he being at that figure the highest bidder therefor, the said property being the following:

All that lot or parcel of land situate, lying and being in the Second Election District of Anne Arundel County, Maryland, being known and designated as Lot No. 13 of Block "R", Sectional, shown on a map entitled "Southhaven", recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. #4, folio #36.

2. And the said Assignee further reports that he has received from the purchaser the deposit of $100.00 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 $100.00 will be required at the time of sale and the balance in cash upon the final ratification of sale. Taxes and insurance to be adjusted to the date of sale."

Respectfully submitted,

William J. McWilliams,

Assignee.

State of Maryland, County of Anne Arundel, SS:

I Hereby Certify that on this 9th day of May, 1939, before me the subscriber, a Notary

Public of the State of Maryland in and for the County aforesaid, personally appeared William J. McWilliams, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

As Witness my hand and notarial seal.

(Notarial Seal) Elisabeth S. Ridgely

My Commission Expires May 5, 1941. Notary Public.

Advertisement of Sale George W. Scible, Auctioneer. McWilliams & Duckett, Attorneys-at-Law, Annapolis, Md.

Assignee's Sale of valuable Improved Property located at Southhaven, Anne Arundel County, Maryland. By virtue of the power and authority contained in a mortgage from Shelby L. Cox and Harriet C. Cox, his wife, recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 159, folio No. 477, and duly assigned to William J. McWilliams for the purpose of foreclosure (default having occurred thereunder) the undersigned assignee will sell at public auction at the Court House door, Annapolis, Anne Arundel County, Maryland, on Tuesday, May 9th., '39 at 12:00 o'clock noon the following property:

All that lot or parcel of land situate, lying and being in the Second Election District of Anne Arundel County, Maryland, being known and designated as Lot No. 13 of Block R, Section 1, shown on a map entitled "Southhaven," recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 4, folio No. 36.

The property is subject to the conditions and restrictions contained in a deed of restrictions recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 159,folio No. 36.

The property has since been conveyed to Joseph M. Brady and Thomas A. Fairlie, who are the present owners.

The property is improved by a four-room, frame cottage on a brick foundation with log siding and has electric lights, running water, lavatory, inside toilet, and a shower on the rear porch. Both front and rear porches are screened. The house is equipped with a new pyrofax gas range and an electric refrigerator.

The property is sold subject to the legal operation and effect of a prior mortgage to the Annapolis and Eastport Building and Loan Association, dated March 11, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 144 folio No. 448, the terms and conditions of which will be announced at the time of sale.

Terms of Sale:- A deposit of $100 will be required at the time of sale and the balance in cash upon the final ratification of sale, Taxes and insurance to be adjusted to the date of sale.

William J. McWilliams,Assignee.

I Hereby Certify that I have this 9th day of May, 1939, sold the within described property to T. Jordan Dorsey at and for the sum of Three Hundred and Fifty and no/100 he being at that figure the highest bidder therefore; and I hereby further certify that said sale was fairly made.

Geo. W. Scible, Auctioneer.

I, T. Jordan Dorsey hereby certify that I, have this 9th day of May, 1939, purchased the within described property from William J. McWilliams, Assignee, at and for the sum of Three Hundred and Fifty and no/100 Dollars and I hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

T. Jordan Dorsey. (Seal)

Order Nisi

Ordered, this 11th., day of May,1939, that the sale of the property mentioned in these

proceedings made and reported by William J. McWilliams, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 12th., day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th., day of June next.

The report states that the amount of sales to be $350.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., June 7, 1939

We hereby certify, that the annexed Order Nisi - Sale - Shelby L. Cox and wife Equity No. 7796 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 June, 1939. The first insertion being made the 12th day of May, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend, Clerk.

Ordered By The Court, This 22nd day of January, 1940, 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.

Ridgely P. Melvin, Judge.

Petition to Substitute Purchaser and Order of Court Thereon --Filed January 22" 1940.

To The Honorable, The Judges of Said Court:

The petition of William J. McWilliams, Assignee in the above entitled proceedings, respectfully represents unto your Honors:

1. That on the 9th day of May, 1939, your Petitioner sold the property mentioned in the above entitled proceedings to T. Jordan Dorsey for the sum of $350.00 subject to a prior mortgage to the Annapolis and Eastport Building and Loan Association, all of which will more fully appear by reference to the report of sale filed by your Petitioner on May 11, 1939.

2. That since that date the said T. Jordan Dorsey, purchaser, has sold said property to David F. O'Connor.

3. That in view of the fact that said sale has not yet been ratified and no deed has as yet passed from your Petitioner, as Assignee, to the said purchaser, your Petitioner is desirous of having the said David F. O'Connor substituted as purchaser in lieu of said T. Jordan Dorsey.

Wherefore may it please this Honorable Court, to pass an order authorizing the substitution of David F. O'Connor in lieu of T. Jordan Dorsey as purchaser of the property sold in the above entitled proceedings.

And as in duty bound, etc.

William J. McWilliams, Assignee

ORDER

Upon the aforegoing Petition it is this 22nd day of January, 1940, by the Circuit Court for Anne Arundel County in Equity Ordered that the name of David F. O'Connor be and it is hereby substituted for the name of T. Jordan Dorsey as purchaser of the property mentioned in the aforegoing proceedings and the said William J. McWilliams, Assignee, is further authorized to convey the aforesaid property to the said David F. O'Connor upon the compliance by him with the

terms of sale.

Ridgely P. Melvin, Judge.

I hereby consent to the passage of the aforegoing Order.

T. Jordan Dorsey.

Petition to Dismiss Exceptions and Order of Court Thereon. --Filed January 22" 1940.

To The Honorable The Judges of Said Court:

The petition of T. Jordan Dorsey, purchaser of the property sold in the above entitled proceedings, respectfully represents unto your Honors:

1. That on or about the 12th day of June, 1939, your Petitioner filed exceptions to the ratification of the sale made in the above entitled proceedings.

2. That on or about the 13th day of June, 1939, your Petitioner applied for and obtained permission of Court to file amended exceptions.

3. That on or about the 19th day of June, 1939, your Petitioner filed said amended exceptions to said sale.

4. That your Petitioner now desires to dismiss said exceptions and consents to the immediate ratification of said sale.

Wherefore, may it please this Honorable Court to pass an order authorizing your Petitioner to dismiss the aforesaid exceptions.

And as in duty bound, etc.

T.Jordan Dorsey, Petitioner.

ORDER

Upon the aforegoing Petition it is this 22 day of January, 1940, by the Circuit Court for Anne Arundel County in Equity Ordered that the Petitioner T. Jordan Dorsey be and he is hereby authorized to dismiss the aforesaid exceptions and consent to the immediate ratification of said sale.

Ridgely P. Melvin, Judge.

Auditor's Report and Account --Filed February 2nd., 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 Shelby L. Cox and wife (Present owners, Joseph M. Brady and Thomas A. Fairlie in ac. with William J. McWilliams, Assignee.

To Assignee for fee	$25.00	$
To Assignee for commissions	24.00	49.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	12.80	
Auditor	9.00	31.80
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	27.00	
Capital-Gazette Press - handbills	5.50	

To 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	
George W. Scible -	auctioneer	11.00	
B. J. Wiegard, Agent -	bond premium	10.00	
Notary fees		1.00	
One-half State and Federal	stamps revenue	.45	$65.70
To Berkeley L. Simmons, mortgagee - in full for mortgage claim			184.15
To Joseph M. Brady and Thomas A. Fairlie, present owners, - this balance			33.48
			$364.13

Cr. May 9, 1939

Proceeds of Sale	$350.00
Refund 1939 taxes	14.13
	$364.13

ORDER NISI

Ordered, This 2nd., 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 5th., 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 5th., day of March next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Mar. 5.,1940

We hereby certify, that the annexed Order Nisi - No. 7796 Equity Auditor's Acct. - Shelby L. Cox 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 March, 1940. The first insertion being made the 3rd 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 8th day of March, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,

Judge.

In The Matter of the Sale of the Mortgaged : No. 7822 Equity.
Real Estate of James Nater and Mary Nater, : In The Circuit Court for
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.

Mortgage --Filed May 13th., 1939. (State stamps $.40)

This Mortgage, Made this seventeenth day of September, in the year nineteen hundred and thirty-seven, between James Nater and Mary Nater, 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 Mortgagors being the holders of seven shares of unredeemed stock of said Association and a member thereof, have received from it an advance of Three Hundred And Fifty dollars, which is the full par value of said seven shares of stock when fully paid up and completed, in the contemplation of the object and purposes of said Association, and in order to secure the full payment of said seven 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 James Nater and Mary Nater, his wife, do hereby grant and convey unto the said Annapoli_ and Eastport Building Association, its successors and assigns,

All these two lots of ground situate in the Second Election District of Anne Arundel County, Maryland, on the southwest side of the State Road leading from Annapolis to Parole, and fronting thereon 60 feet and having a depth therefrom of 120 feet, designated as lots Nos. 31 and 32 on the plat filed in Plat Book G. W. No. 1 Section 3 folio 225, of Anne Arundel County.

Being the lots of ground which were conveyed to the said James Nater by Charles M. Carlson and Addie F. Carlson, his wife, et al, by deed dated July 31, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 9 folio 449.

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 One and 75/100 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 Three hundred fifty dollars, and to pay as interest on said advanced sum on every Saturday night during said period, the further weekly sum of six cents on each of said shares of stock, the said weekly interest of six cents ceasing on each share only when the par value thereof (fifty dollars) clear of all losses and liabilities, fines and penalties, shall have been repaid.

To pay all ground rent, taxes and assessments of all kinds for which the hereby mortgaged property now is or may hereafter become liable when payable.

To pay all fines and penalties that may be imposed on the said Mortgagors by the said Association in accordance with its charter, constitution and by-laws, which are made a part of this mortgage, for failure to pay each and every of said weekly sums at the time limited, or perform any other obligation required of them hereunder, or under said constitution and by-laws, and to keep the buildings on said lot of ground insured against loss or damage by fire to at least the amount of Three Hundred and fifty dollars, and have the policy of insurance so endorsed or assigned that the same shall enure to the benefit of said mortgagee, its successors or assigns, in the event of loss or damage, to the extent of its or their claim hereunder.

The said weekly payments shall continue to be made as herein specified, and the covenants shall remain in force until the aggregate of the weekly sums aforesaid paid by said mortgagors, during the continuance of this mortgage, exclusive of all fines, penalties and liabilities imposed hereunder, shall amount to the said advanced sum and the interest chargeable thereon.

And it is agreed that until default be made in the premises, the said mortgagors may use and occupy the hereby mortgaged property.

But if default be made in the payment of any of the said weekly sums of money, 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: James Nater (Seal)

Laura R. Jickling Mary Nater (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this seventeenth day of September, 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 James Nater and Mary Nater, 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 and Eastport Building Association of the City of Annapolis, Maryland, a body corporate, hereby assigns the aforegoing mortgage and the debt thereby secured to George E. Rullman, for purposes of foreclosure, this 11th day of May, 1939.

Attest: (Corporate Seal) The Annapolis & Eastport Building

Tilden O. Atwell Association of the City of Annapolis

Secretary-Treasurer. Maryland,

By T. Roland Brown, President.

Received for Record 13 day of May, 1939, at 10-35 o'clock A. M. and the same day recorded in Liber J. H. H., No. 170, Fol. 222, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Statement of Mortgage Debt. --Filed May 13" 1939.

Annapolis, Md., May 13, 1939.

James Nater, To The Annapolis & Eastport Bldg. Assn., Dr.

To amount of loan	$350.00
To interest	7.22
Total	$357.22

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 13th day of May, 1939, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Tilden O. Atwell, Secretary-Treasurer of the Annapolis & 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 this 13th day of May, 1939. John H. Hopkins, 3rd., Clerk.

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 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, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this eleventh day of May, in the year of our Lord nineteen hundred and thirty-nine.

Whereas, the above bounden George E. Rullman, by virtue of a power contained in a mortgage from James Nater and Mary Nater, his wife, to The Annapolis and Eastport Building Association, of the City of Annapolis, Maryland, dated September 17, 1937, and recorded in Liber F. A. M. No. 170 folio 220 etc., one of the Land Record Books of Anne Arundel County, Maryland, is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein; and

Whereas, such default has occurred and the said George E. Rullman is about to execute the power vested in him in said mortgage.

Now The Condition of the Above Obligation is Such, that if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of (Corporate Seal)
Ruby W. Chaney

George E. Rullman, (Seal)
Maryland Casualty Company
Per Charles F. Lee of
Charles F. Lee & Co., Agts.

Assignee's Report of Sale -- Filed June 8" 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 James Nater and Mary Nater, his wife, dated the 17th day of September, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 170 folio 220, 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 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, June 6th., 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 Seven Hundred Dollars ($700.00), he being at that figure the highest bidder therefor, the said property being the following:

All those two lots of ground situate in the Second Election District of Anne Arundel County, Maryland, on the southwest side of the State Road leading from Annapolis to Parole, and fronting thereon 60 feet and having a depth therefrom of 120 feet, designated as Lots Nos. 31 and 32 on the plat filed in Plat Book G. W. No. 1 Section 3 folio 225, of Anne Arundel County. Being the lots of tround which were conveyed to the said James Nater by Charles M. Carlson and Addie F. Carlson, his wife, et al, by deed dated July 31, 1925, and recorded among the aforesaid Land Records in Liber W. M. B. No. 9 folio 449.

(2). And the said Assignee further reports that he has received from the purchaser the deposit of $200.00 required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

"Terms of Sale: A deposit of $200.00 will be required of the purchaser on the day of sale, and the balance of the purchase money, with interest thereon at the rate of six per cent. per annum, to be paid in cash upon final ratification of sale.
Taxes to be adjusted to the day of sale."

Respectfully submitted,

George E. Rullman, Assignee.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this sixth day of June, 1939, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

Witness my hand and Seal Notarial.

(Notarial Seal) Ruby W. Chaney,
Notary Public.

Advertisement of Sale -- George W. Scible, Auctioneer

Assignee's Sale of valuable Real Estate situated at Parole, Anne Arundel County, Maryland. Under and by virtue of the power of sale contained in a mortgage from James Nater and Mary Nater, his wife, dated the 17th day of September, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 170 folio 220, 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, June 6, 1939 at 11 o'clock A. M., all of the property described in said mortgage; namely:

All those two lots of ground situate at Parole, in the Second Election District of Anne Arundel County, Maryland, on the southwest side of the States Road leading from Annapolis to Parole and fronting thereon 60 feet and having a depth therefrom of 120 feet, designated as Lots Numbered 31 and 32 on the plat filed in Plat Book G. W. No. 1 Section 3 folio 225, of Anne Arundel County. Being the lots of ground which were conveyed to the said James Nater by Charles M. Carlson and Addie F. Carlson, his wife, et al. by deed dated July 31, 1925, and recorded among the aforesaid Land Records in Liber W. M. B. No. 9, folio 449.

Said lots of ground are improved by a frame bungalow.

Terms of Sale: A deposit of $200.00 will be required of the purchaser on the day of sale, and the balance of the purchase money, with interest thereon at the rate of six per cent per an num, 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, Maryland.

June 6, 1939.

I hereby certify that I have this 6th day of June, 1939, sold the within described property to Charles F. Lee at and for the sum of Seven Hundred Dollars ($700.00), he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Geo. W. Scible , Auctioneer.

I hereby certify that I have this 6th day of June, 1939, purchased the within described property from George E. Rullman, Assignee, at and for the sum of Seven Hundred Dollars ($700.00), and I hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

Test: Charles F. Lee,

Ruby W. Chaney Purchaser.

ORDER NISI

Ordered, this 8th day of June, 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 10th day of July, 1939; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 10th day of July, 1939.

The Report states the amount of sales to be Seven Hundred Dollars ($700.00).

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., July 7, 1939

We hereby certify, that the annexed Order Nisi - James Nater and Mary Nater, his wife, No.7822 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 10th day of July, 1939. The first insertion being made the 9th day of June, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

ORDER

Ordered by the Circuit Court for Anne Arundel County, in Equity, this 12 day of July, 1939, that the sale made and reported by George E. Rullman, Assignee, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause: and it is hereby further Ordered that the said Assignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account. -- Filed July 24th., 1939.

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted. Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of James Nater and wife in ac. with George E. Rullman, Assignee.

To Assignee for fee	$50.00	$
To Assignee for commissions	44.00	94.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	11.85	
Auditor	9.00	30.85
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	21.00	
Capital-Gazette Press - handbills	5.50	
Capital- Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - Order nisi on Auditor's acct.	5.00	
Clerk of Court - recording assignment	.75	
Chas. F. Lee & Co. - bond premium	10.00	
George W. Scible - auctioneer	11.00	
Ruby W. Chaney - notary fees	1.00	59.25
To Assignee for Taxes, viz:		
1939 State and County taxes ($19.09-adj)		7.99
To Assignee for Benefit charges, viz:		
Annapolis Water Co. - water rent (adj.)		1.17
To Annapolis & Eastport Building Ass'n,		
mortgagee - in full for mortgage claim		357.22
To James Nater, mortgagor - this balance		152.42
		$702.90

Cr. June 6, 1939

Proceeds of Sale	$700.00
Interest on deferred payment	2.90
	$702.90

ORDER NISI

Ordered, This 24th day of July, 1939, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 25th day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of August next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Aug. 28, 1939

We hereby certify, that the annexed Order Nisi - Auditor's Acct. - James Nater & wf. No. 7822

Equity was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of August, 1939. The first insertion being made the 25th day of July, 1939.

The Capital-Gazette Press, Inc.

By A. Friend.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 28 day of August, 1939, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

In the Matter of the Sale of the Mortgaged	:	No. 7816 Equity.
Real Estate of James B. Stockett and wife.	:	In The Circuit Court for
	:	Anne Arundel County.

Mr. Clerk:

Please docket this case, record assignments, and file original mortgages.

Eugene P. Childs, Assignee.

Mortgage -- Filed May 2nd. 1939.

(No title examination 5/11/34 E.P.C. P.

This Mortgage, Made this 11th day of May in the year nineteen hundred and thirty-four, by and between James B. Stockett and Emma V. Stockett, his wife, hereinafter called Mortgagors and J.Irving King, hereinafter called Mortgagee, all of Anne Arundel County in the State of Maryland,

Witnesseth, Whereas James B. Stockett and Emma V. Stockett, his wife, the said mortgagors are indebted unto J. Irving King in the full and just sum of Two thousand dollars ($2,000.00) 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 (3) years after date, as well as their six other promissory notes for Sixty Dollars ($60.00) 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 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 party of the second part unto the parties 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 that tract or parcel of land situated in the Second Election District of Anne Arundel County, and described as follows:

It being the identical property which was granted and conveyed unto the said mortgagors by W. Meade Holladay and wife by deed dated July 14, 1913 and recorded among the land record books of Anne Arundel County in Liber G. W. No. 99 folio 186, and in said deed described as

containing one hundred and sixty-six and forty-two hundredths acres (166.42) of land, more or less. Excepting However, the following lots or tracts of land which have been conveyed by the said James B. Stockett and wife; Deed to Edward C. King and wife dated February 10, 1925 and recorded among the land records of Anne Arundel County in Liber W. N. W. No. 103 folio 430, and in said deed described as containing 42.8 acres of land, more or less; Deed to Oden E. Tucker and wife dated August 19, 1930 and recorded among the aforesaid land records in Liber F. S. R. No. 89 folio 6, and in said deed described as containing one (1) acre of land, 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 Two thousand dollars ($2,000.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the 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 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 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 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 two thousand ($2,000.00) to be effected thereon, Dollars, and to cause the policy/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: James B. Stockett (Seal)

F. Wilhelmina Pettebone Emma V. Stockett (Seal)

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this 11th day of May in the year nineteen hundred and thirty-four before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James B. Stockett and Emma V. Stockett, his wife the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared J. Irving King, 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.

For value received I do hereby assign the within mortgage to Eugene P. Childs for the purpose of foreclosure.

Witness my hand and seal this 1" day of May, 1939.

Witness: Dorothy M. Trench. J. Irving King (Seal)

Received for Record 2 of May, 1939, at 3 o'clock P. M. and the same day recorded in Liber W.M.B. No. 125, Fol. 43, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Mortgage -- Filed May 2nd., 1939.

This Mortgage, made this 14 day of July, in the year nineteen hundred and thirteen, by James B. Stockett and Emma V. Stockett, his wife, of Anne Arundel County and the State of

Maryland, parties of the first part, and Egbert J. Kelly, of County and State aforesaid, party of the second part,

Witnesseth, Whereas the said Egbert J. Kelly has this day lent unto the said parties of the first part Thirty Five Hundred Dollars, which said sum is to be repaid, with interest, three years from the day of the date hereof, and for said sum the said James B. Stockett and Emma V. Stockett, his wife, have this day passed to the said Egbert J. Kelly their joint and several promissory note, of even date herewith, for Thirty Five Hundred Dollars, and is payable to his order three years after date, and for the interest to accrue thereon have likewise passed their six other joint and several promissory notes, of even date herewith, for One Hundred and Five Dollars, each, and are payable to his order in six, twelve, eighteen, twenty four, thirty and thirty six months after date respectively.

And for the purpose of securing the payment of said debt and interest this mortgage is executed.

Now Therefore This Mortgage Witnesseth that in consideration of the premises and the sum of One Dollar the said James B. Stockett and Emma V. Stockett, his wife, do grant and convey unto Egbert J. Kelly, his heirs and assigns, all that tract of land situate in Anne Arundel County that is described as follows, that is to say:

Being all that tract of land containing one hundred and sixty six and forty two/one hundredths acres more or less that was conveyed to James B. Stockett/Jr. and Emma V. Stockett, his wife, by W. Meade Holladay and wife, by deed of even date herewith, said deed to be recorded among the Land Records of Anne Arundel County prior hereto.

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

To Have And To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Egbert J. Kelly, his heirs and assigns forever.

Provided that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Thirty Five Hundred Dollars, and all interest thereon accrued, when and as the same may be due and payable and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said 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 Egbert J. Kelly, his personal representatives and assigns, or Bruner R. Anderson, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns,and which sale shall be made in the manner following; viz: upon giving twenty day's 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 per-

sonal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of Twenty Dollars and a commission to the party making sale of said property equal to the 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 personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage, to keep insured, in some good company satisfactory to the said Mortgagee, his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty Five Hundred Dollars, and to cause the policy to be effected thereon, to be so framed or indorsed, 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: J. B. Stockett Jr., (Seal)

Juliet D. Strahorn Emma V. Stockett, (Seal)

State of Maryland, Anne Arundel County, To Wit:

I hereby certify, that on this 22nd. day of July, 1913, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared James B. Stockett and Emma V. Stockett, his wife, and each acknowledged the aforegoing Mortgage to be their respective act.

At the same time also personally appeared Bruner R. Anderson, Agent of the within named Mortgagee, and made oath in due form of law that the consideration set forth in the aforegoing Mortgage is true and bona fide as therein set forth, and that he is the Agent of the said Mortgagee.

Witness my hand and Notarial Seal.

(Notarial Seal) Juliet D. Strahorn,

Notary Public.

For Value received I hereby assign the within mortgage to Bruner R. Anderson

Witness my hand and seal this 12 day of April 1918

Witness: Egbert J. Kelly (Seal)

G. W. Livingston

Received for Record 30 day of April 1918, at __ o'clock M. and same day recorded in Liber G.W. No. 99 Folio 189 Land Records of Anne Arundel County.

George Wells, Clerk.

For value received I hereby assign the within mortgage to Egbert J. Kelly and Mairetta Kelley his wife and the survivor of them

Witness my hand and seal this 13th day of April 1918

Witness: G. W. Livingston Bruner R. Anderson, (Seal)

Received for Record 30 day of April 1918, at __ o'clock M. and same day recorded in Liber G. W. No. 99 Folio 189 Land Records of Anne Arundel County.

George Wells, Clerk.

For value received we hereby assign the within Mortgage to J. Irving King without recourse to me

Witness our hands and seals this 22nd day of August 1936

Witness: B. R. Anderson Egbert J. Kelly (Seal)

Marietta Kelly (Seal)

Received for Record 25 day of August 1936, at 1:35 o'clock P. M. and samd day recorded in Liber G. W. No. 99, Fol. 189, Land Records of Anne Arundel County,

Frank A. Munroe, Clerk.

For value received I do hereby assign the within mortgage to Eugene P. Childs for purpose of foreclosure.

Witness my hand and seal this 1st day of May 1939.

Witness: Dorothy M. Trench. J. Irving King, (Seal)

Received for Record 2 day of May 1939, at 3 o'clock P. M. and the same day recorded in Liber G. W. No. 99, Fol. 189, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk

Advertisement -- Filed May 2nd., 1939.

Assignee's Sale of Valuable Farm Property Situated in the Second Election District of Anne Arundel County

At the request of the Mortgagee, and by virtue of powers of sale contained in two mortgages, one from James Benjamin Stockett and wife to Egbert J. Kelly, dated July 14th 1913 and recorded in Liber G. W. No. 19, folio 187, which mortgage has been assigned to J. Irving King, and one from James Benjamin Stockett and wife to J. Irving King, dated May 11th 1934 and recorded in Liber W. M. B. No. 125, folio 41, both of which mortgages have been assigned to the undersigned for the purpose of foreclosure, the undersigned assignee will offer at public sale at the Court House Door in the City of Annapolis, Maryland, on Saturday, May 27th, 1939 at Eleven O'clock A. M.

All of that property mentioned in said mortgages, containing One Hundred twenty-five acres of land, more or less, and improved by frame dwelling house (shingled) containing 6 rooms, three tobacco barns, one tenant house, stable and corn house.

This property is situated about three miles North of Davidsonville, and is on State Road leading from Davidsonville to Defense Highway. School bus and mail route pass said property and the same is convenient to church, store and Post Office.

Terms of Sale: Five Hundred ($500.00) dollars will be required of purchaser on day of sale, balance to be paid in cash on or by December 31st 1939 deferred payment to be secured to the satisfaction of the undersigned. Possession will be given January 1st 1940, all taxes, liens and charges to be adjusted as of December 31st, 1939.

Eugene P. Childs, Assignee.

Statement of Mortgage Claim -- Filed May 3rd., 1939.

Mortgage from James B. Stockett and wife to J. Irving King dated May 11th, 1934

Principal	$2,000.00
Interest 5-11-37 to 12-31-39 (31 1/2 mo)	315.00
	$2,315.00

Mortgage from James B. Stockett and wife to Egbert Kelly, dated July 14, 1913 and assigned to J. Irving King

Balance of Principal	$1,000.00	
Interest 7-14-37 to 12-31-39 (29 1/2 mo)	147.50	
		$1,147.50
Total		$3,462.50

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 1st day of May 1939 before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared J. Irving King and made oath in due form of law that the above statement of Mortgage Claim is true to the best of his knowledge and belief as of the date of settlement, December 31st., 1939.

Witness my hand and seal this 1st day of May, 1939.

(Notarial Seal) Dorothy M.Trench,
Notary Public.

Bond Approved & filed this 5th., day of May, 1939 -- John H. Hopkins, 3rd., Clerk.

Know All Men By These Presents:

That we, Eugene P. Childs, Assignee 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 Five thousand Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this fourth day of May, in the year of our Lord nineteen hundred and thirty nine.

Whereas, the above bounden Eugene P. Childs, Assignee by virtue of the power contained in mortgages from James Benjamin Stockett and wife to Egbert J. Kelly and wife, July 14,1913 and recorded in Liber G. W. No. 19 folio 187 and one to J. Irving King dated on the 11 day of May, 1934 and recorded among the mortgage records of Anne Arundel County in Liber W. M. B. No. 125 Folio 41 and assigned to Eugene P. Childs May 1, 1939, said assignments recorded in Liber G. W. No. 99 folio 189 and W. M. B. No. 125 folio 43, and the said Eugene P. Childs as Assignee is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition of the Above Obligation is Such, That if the above bounden 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: (Corporate Seal) — American Bonding Company of Balto.
Dorothy M. Trench — By Eugene P. Childs,Attorney
Attest: Myrtle Sturm, Agent

Report of Sale -- Filed May 29" 1939.

To the Honorable the Judges of said Court:

The Report of Sale of Eugene P. Childs, Assignee of the two Mortgages filed in these proceedings, respectfully shows:

That under and by virtue of powers of sale contained in two mortgages, one from James Benjamin Stockett and wife to Egbert J. Kelly, dated July 14th 1913 and recorded in Liber G. W. No. 99, folio 187, which mortgage has been assigned to J. Irving King, and one from James Benjamin Stockett and wife to J. Irving King, dated May 11 th 1934 and recorded in Liber W. M. B. No. 125, folio 41, both of which mortgaged have been assigned to Eugene P. Childs, Assignee of the aforesaid mortgages 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 mortgages described at public auction, at the Court House Door in the City of Annapolis, Maryland on Saturday, May 27th 1939 at eleven o'clock A. M. and then and there sold the said property to Alfred D. Teunis at and for the sum of Eight Thousand ($8,000) Dollars being at that figure the highest bidder therefor, said property being the following: It being the identical property which was granted and conveyed unto the said mortgagors by W. Meade Holladay and wife, by deed dated July 14, 1913 and recorded among the land record books of Anne Arundel County in Liber G. W. No. 99, folio 186, and in said deed described as containing one hundred sixty-six and forty-two hundredths acres (166.42) of land, more or less. Excepting, However, the following lots or tracts of land which have been conveyed by the said James B. Stockett and wife, deed to Edward C. King and wife, dated February 10th 1925 and recorded among the land records of Anne Arundel County in Liber W. N. W. No. 103, folio 430, and in said described as containing 42.8 acres of land, more or less; deed to Oden E. Tucker and wife, dated August 19, 1930 and recorded among the aforesaid land records in Liber F. S. R. No. 89, folio 6, and in said deed described as containing one (1) acre of land, more or less.

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: Five hundred ($500.00) dollars will be required of purchaser on day of sale, balance to be paid in cash on or by December 31st 1939, deferred payment to be secured to the satisfaction of the undersigned. Possession will be given January 1st 1940, all taxes, liens and charges to be adjusted as of December 31st 1939.

Respectfully submitted,

Eugene P. Childs, Assignee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 27th day of May 1939 before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Eugene P. Childs, Assignee in the above Report of Sale, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

(Notarial Seal.) Dorothy M. Trench,
Notary Public.

Assignee's Sale of Valuable Farm Property situated in the Second Election District of Anne Arundel County.

At the request of the Mortgagee, and by virtue of power of sale contained in two mortgages, one from James Benjamin Stockett and wife to Egbert J. Kelly, dated July 14th, 1913, and recorded in Liber G. W. No. 19, folio 187, which mortgage has been assigned to J. Irving King, dated May 11th, 1934, and recorded in Liber W. M. B. No. 125, folio 41, both of which mortgages have been assigned to the undersigned for the purpose of foreclosure, the undersigned assignee will offer at public sale at the Court House Door in the City of Annapolis, Maryland , on Saturday, May 27th, 1939, at Eleven O'clock, A. M.,

All of that property mentioned in said mortgages, containing One Hundred Twenty-Five acres of land, more or less, and improved by frame dwelling house (shingle) containing 6 rooms three tobacco barns, one tenant house, stable and corn house.

This property is situated about three miles North of Davidsonville, and is on State Road leading from Davidsonville to Defense Highway. School bus and mail route pass said property and the same is convenient to church, store and Post Office.

Terms of Sale: Five Hundred ($500.00) dollars will be required of purchaser on day of sale, balance to be paid in cash on or by December 31st, 1939. Deferred payment to be secured to the satisfaction of the undersigned. Possession will be given January 1st, 1940, all taxes liens, and charges to be adjusted as of December 31st, 1939.

Eugene P. Childs, Assignee.

Annapolis, Maryland, May 27th, 1939.

This is to certify that I have this 27th day of May in the year 1939 sold the property described by said advertisement in the Second Election District of Anne Arundel County and more particularly described by said advertisement, to Alfred D. Teunis at and for the sum of Eight thousand $8000.00 Dollars he being then and there the highest bidder for said property.

Witness: Wm. H. Moss & Co.

Eugene P. Childs. By Thomas O. Gott, Auctioneer.

Annapolis, Maryland, May 27th, 1939

I hereby certify that I Alfred D. Teunis have this 27th day of May in the year 1939 purchased from Eugene P. Childs, Assignee, the property situated in the Second Election District of Anne Arundel County, about three miles North of Davidsonville, and described more particularly by said advertisement, at and for the sum of Eight Thousand ($8,000.00) Dollars and do hereby agree to comply with the terms of sale.

Witness: Alfred D. Teunis,

Eugene P. Childs Purchaser.

ORDER NISI

Ordered, this 29" day of May, 1939, That the sale of the property, made and reported by Eugene P. Childs, Assignee, Be Ratified And Confirmed, unless cause to the contrary thereof be shown on or before the 30" 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 30" day of June next.

The report states that the amount of sales to be Eight Thousand ($8,000) Dollars

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., July 7, 1939

We hereby certify, that the annexed Order Nisi - Sale - James B. Stockett and wife - No. 7816 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 June, 1939. The first insertion being made the 1st day of June, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered By The Court, This 26th day of January 1940 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 April 25th., 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 James B. Stockett and wife in ac. with Eugene P. Childs, Assignee

To Assignee for commissions	$270.00	$
To Assignee for fees named in mortgages	70.00	340.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	16.35	
Auditor	18.00	44.35
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	18.00	
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 assignments	1.50	
Wm. H. Moss & Co. - auctioneer	15.00	
American Bonding Co. - bond premium	20.00	
One-half Federal Revenue stamps	4.00	
One-half State revenue stamps	4.00	
Dorothy M. Trench - notary fees	1.00	73.50
To Assignee for Taxes, viz:		
1933 State and County taxes	105.15	
1934 State and County taxes	235.10	
1938 State and County taxes	150.88	
1939 State and County taxes	151.57	642.70

To J. Irving King, Mortgagee - in full for mortgage claim	$	$3,462.50
To The J. F. Johnson Lumber Co. - judgment creditor - in full (#321 Trials Jan. Term,1934)		406.74
To County Trust Corporation of Maryland - judgment creditor - in full (Mag. Dockett F. S. R. No. 7 folio 100)		138.08
To Wm. G. and John A. Meredith, trading as Meredith Supply Co.- judgment creditor- in full (Mag.Dockett F. S. R. No. 7 folio 159)		106.97
Balance in hands of Assignee for distribution to unsecured creditors-$2,785.16; pro rata distribution at the rate of .896893%; as follows:		
To J. Irving King - on account unsecured claim of $2,813.51		2,523.42
To I. M. Chaney- on account unsecured claim of $291.83		261.74
		$8,000.00
Cr. May 27, 1939 Proceeds of Sale		$8,000.00

ORDER NISI

Ordered, This 25th., day of April, 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 27th., 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 27th., day of May next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., May 27, 1940

We hereby certify, that the annexed Order Nisi, No. 7816 Eq. - Aud. Acct. Stockett was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of May, 1940. The first insertion being made the 2nd day of May, 1940.

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

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 25 day of June, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

In the Matter of the Sale of Mortgaged	:	No. 7958 Equity.
Real Estate of Levi Grey and Rachel	:	In the Circuit Court for
Grey, his wife.	:	Anne Arundel County.

Order to docket suit. -- Filed March 13th.,1940.

Mr. Clerk:

Please docket this suit and file the original mortgage.

Benjamin Michaelson,

Attorney-named-in-mortgage.

This Mortgage, Made this 11th day of September in the year nineteen hundred and thirty-four, by and between Levi Grey and Rachael Grey, his wife, parties of the first part, mortgagors and Benjamin Michaelson, party of the second part, mortgagee, all of Anne Arundel County, State of Maryland.

Whereas, the said parties of the first part are justly indebted unto the said party of the second part in the full and just sum of Three Hundred and Fifty Dollars ($350.00), which sum they have agreed to pay sixteen months from the date hereof with interest thereon at the rate of six percent per annum and as evidencing said indebtedness the said parties of the first part have passed unto the said party of the second part their joint and several promissory note of even date herewith for the principal sum of Three Hundred and Fifty Dollars ($350.00), payable sixteen months from the date hereof with interest thereon at the rate of six percent per annum, and said mortgagors have further agreed to pay said principal and interest in monthly sums of Twenty-five Dollars ($25.00) each and every month, beginning with the date hereof and continuing monthly thereafter until said principal and interest are fully paid, and

Whereas it was a condition precedent to the granting of said loan that these presents should be executed for the purpose of securing the prompt payment of said principal and interest at the time limited for the payment of the same.

Now Therefore, This Mortgage Witnesseth: That for and in consideration of the premises and the sum of One Dollar the said Levi Grey and Rachael Grey, his wife, do hereby grant and convey unto the said Benjamin Michaelson, his heirs and assigns in fee simple all that lot or parcel of land situated in the Seventh Election District of Anne Arundel County and described as follows:

Beginning for said lot at a stone, a boundary of the lands formerly owned by Robert Simmons, Churchton to Sudley, and also northwest of the road leading from said stone standing about northwesterly from the turn of the public road leading from said road through the lands of Robert Simmons and run South 47° 45', east 7 perches, to a peg in the middle of the aforesaid public road, thence with said road North 33°, 30' East 24 perches, thence North 14° 30' East 12-2/5 perches, to a post on the north side of said road, said post a boundary of the lands sold by Robert Simmons to Charles Simmons, thence leave said road and run with said lands South 49° West 25-76/100 perches to a stone, thence South 11° 5' West 10-66/100 to the place of beginning, containing one acre, two rods and fourteen square perches of land more or less.

And being the same property which was conveyed to the said Levi Grey by Benjamin Offer and Eliza Offer, his wife, by deed dated May 26,1909 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. ____ folio ___, prior to the recording of this mortgage.

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 Benjamin Michaelson his heirs and assigns forever.

Provided, that if the said Levi Grey and Rachael Grey, his wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Three Hundred and Fifty Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Levi Grey and Rachael Grey, his wife, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments public dues, charges, mortgage debt and interest, the said Levi Grey and Rachael Grey, his wife, 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 Benjamin Michaelson, his personal representative or assigns, or Benjamin Michaelson 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 personal representatives or assigns may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Thirty-five dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his 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 the sale under orders or decrees of the Circuit Court for ____ _____ 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 Benjamin Michaelson, 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 Levi Grey and Rachael Grey, 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 Three Hundred And Fifty Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, 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: Levi X (his mark) Grey (Seal)

Naumana Smith

Rachel X (her mark) Grey (Seal)

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this 11th. day of September in the year nineteen hundred and 34 before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Levi Grey and Rachael Grey, his wife, the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Benjamin Michaelson, 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) Mary M. Munroe,
Notary Public.

Statement of mortgage debt. -- Filed March 14" 1940.

Rachel Grey and Levi Grey, Dr.

To Benjamin Michaelson.

3/14/40	Balance on principal of mortgage	$243.38
	Interest to date	15.22
	Total	$258.60

Certified Correct:

Benjamin Michaelson, Mortgagee.

Bond, Filed and Approved this 1st. day of April 1940,John H. Hopkins,3rd.,Clerk.

Know All Men By These Presents, That We, Benjamin Michaelson, Attorney-named-in-mortgage, 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 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 First day of April, Nineteen Hundred and Forty

Whereas, by virtue of a power of sale contained in a mortgage from Levi Grey and Rachael

Grey, his wife, to Benjamin Michaelson bearing date on or about the 11th day of September Nineteen Hundred and Thirty-four the said Benjamin Michaelson, Attorney-named-in-mortgage is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Benjamin Michaelson, Attorney-named-in-mortgage, is about to execute said power and make sale of the property described as aforesaid in said mortgage.

Now The Condition Of The Above Obligation Is Such, That if the above bounden Benjamin Michaelson, Attorney-named-in-mortgage, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness: Benjamin Michaelson (Seal)

Lina Johnson (Corporate Seal) Eagle Indemnity Company

By: Benjamin Michaelson,

Attorney-in-fact.

Report of Sale and Order Nisi, thereon. --Filed April 11th., 1940.

To the Honorable, the Judge of said Court:

The report of Benjamin Michaelson, Attorney-named-in-mortgage, to make sale of certain real estate herein mentioned, respectfully shows:

That, whereas by a certain mortgage from Levi Grey and Rachael Grey, his wife, dated September 11, 1934, and recorded among the Land Records of Anne Arundel County in Liber W. M.B. No. 131, folio 72, said Benjamin Michaelson, attorney-named-in-mortgage, was authorized to sell the property in said mortgage described in case of default in any of the covenants of said mortgage, and whereas default having occurred thereunder, the said Benjamin Michaelson, attorney-named-in-mortgage, after giving bond with security for the faithful performance of his trust, and after having complied with all the other pre-requisites as required by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for at least three successive weeks before the day of sale, did, under and by virtue of the power of sale contained in said mortgage, and pursuant to said notice, attend at the Court House door in the City of Annapolis, Maryland, Saturday, April 6, 1940, at Eleven o'clock A. M. and then and there proceed to sell said property in a manner following, that is to say:

The said attorney-named-in-said-mortgage, offered at public sale to the highest bidder the property mentioned and described in said mortgage, particularly described as follows:

Beginning for said lot at a stone a boundary of the lands formerly owned by Robert Simmons, said stone standing about northwesterly from the turn of the public road leading from Churchton to Sudley, and also northwest of the road leading from said road through the lands of Robert Simmons and run South 47 degrees 45 minutes East 7 perches to a peg in the middle of the aforesaid public road; thence with said road north 33 degrees 30 minutes East 24 perches, thence North 14 degrees 30 minutes East 12 2-5 perches to a post on the north side of said road, said post a boundary of the land sold by Robert Simmons to Charles Simmons, thence leave said road and run with said lands south 49 degrees west 25 76/100 perches to a stone, thence south 11 degrees 5 minutes west 10 66-100 perches

to the place of beginning, containing one acre, two rods and fourteen square perches of land, more or less. Being the same property which was conveyed to the said Levi Grey by Benjamin Offer and Eliza Offer, his wife, by deed dated May 26, 1909, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 131, folio 71.

And the said attorney sold the above described property to Thomas C. Simmons and Laura J. Simmons, his wife, of Harwood, Anne Arundel County, Maryland, for the sum of Seven Hundred and Fifteen Dollars ($715.00), they being at that sum the highest bidders therefor, and said purchasers made a deposit of Two Hundred Dollars ($200.00) on account of the purchase price and have agreed to comply with the terms of sale by making payment of balance of the purchase price in cash upon ratification of sale by the Court.

Respectfully submitted.

Benjamin Michaelson,

Attorney-named-in-mortgage.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 10th day of April, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson, attorney-named-in-mortgage, and duly acknowledged the aforegoing Report of Sale to be true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) Lina Johnson,

Notary Public.

Advertisement of Sale George W. Scible, Auctioneer.

Mortgagee's Sale of valuable Property situated in the Seventh Election District of Anne Arundel County, Maryland

Under and by virtue of the power of sale contained in a mortgage from Levi Grey and Rachael Grey, his wife, dated September 11, 1934, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 131, folio 72, default having occurred in said mortgage, the undersigned, as attorney named in said mortgage, will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, on Sat.,April 6, 1940 at Eleven o'clock A. M. All the property in said mortgage described, being one acre, two rods and fourteen square perches of land, more or less, and improvements situated in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for said lot at a stone, a boundary of the lands formerly owned by Robert Simmons, said stone standing about northwesterly from the turn of the public road leading from Churchton to Sudley, and also northwest of the road leading from said road through the lands of Robert Simmons and run south 47 degrees 45 minutes east 7 perches to a peg in the middle of the aforesaid public road, thence with said road north 33 degrees 30 minutes east 24 perches, thence north 14 degrees 30 minutes east 12 2-5 perches to a post on the north side of said road, said post a boundary of the land sold by Robert Simmons to Charles Simmons, thence leave said road and run with said lands south 49 degrees west 25 76/100 perches to a stone, thence south 11 degrees 5 minutes west 10 66-100 perches to the place of beginning, containing one acre, two rods and fourteen square perches of land, more or less. Being the same property which was conveyed to the said Levi Grey by Benjamin Offer and Eliza Offer, his wife, by deed dated May 26, 1909,

and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 131, folio 71.

Said property is improved by a frame dwelling.

Terms of Sale: A deposit of $200.00 will be required by the purchaser at the time of the sale, and the balance of the purchase money with interest thereon at the rate of 6 per cent per annum to be paid in cash upon final ratification of sale.

Taxes and other expenses to be adjusted to the day of sale.

Signed: Benjamin Michaelson,
Attorney named in Mortgage.

Purchaser's Agreement.

I Hereby Certify that we have this 6th day of April, 1940, purchased the property mentioned in these proceedings from Benjamin Michaelson, Attorney-named-in-mortgage, for the sum of Seven Hundred Fifteen Dollars, and we hereby agree to comply with the terms of sale.

Witness our hands and seals.

Test: Thomas C. Simmons (Seal)

Benj. Michaelson Laura J. Simmons (Seal)
Purchasers.

Auctioneer's Certificate.

I Hereby Certify that I have this 6th day of April, 1940, sold the property mentioned in these proceedings to Thomas C. Simmons and Laura J. Simmons for the sum of Seven Hundred Fifteen Dollars, they being at that price the highest bidders therefor.

Witness my hand and seal.

Test: Geo. W. Scible,

Benj. Michaelson Auctioneer.

ORDER NISI

Ordered, this 11th., day of April, 1940, That the sale of the Real Estate mentioned in these proceedings made and reported by Benjamin Michaelson-attorney-named-in-mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 13th.,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 13th., day of May next.

The report states the amount of sale to be $715.00

John H. Hopkins,3rd., Clerk.

Certificate of Publication Annapolis, Md., May 14, 1940.

We hereby certify, that the annexed Order Nisi 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 13th day of May, 1940. The first insertion being made the 18th day of April, 1940.

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

Ordered By The Court, This 16 day of May, 1940 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account. -- Filed June 6th., 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 Levi Grey and Wife in ac. with Benjamin Michaelson, Attorney.

To Attorney for fee	$35.00	$
To Attorney for commissions	44.96	79.96
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	11.85	
Auditor	9.00	30.85
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	37.00	
Capital-Gazette Press - handbills	5.50	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
George W. Scible - auctioneer	11.00	
Eagle Indemnity Co. - Premium on bond	10.00	
Benj.Michaelson,Agent - 1939 insurance premuim	5.50	
Lina M. Johnson - notary fee	.50	
One-half Federal revenue stamps	.50	
One-half State revenue stamps	.40	80.40
To Attorney for Taxes, viz:		
1938 State and County taxes - balance	10.10	
1939 State and County taxes	26.14	
1940 State and County taxes ($26.42-adj)	7.04	43.28
To Benjamin Michaelson, mortgagee - in full for mortgage claim filed		258.60
To Levy Grey, mortgagor - this balance		226.21
		$719.30

Cr.	Apr. 6, 1940	Proceeds of Sale	$715.00
		Interest on deferred payment	4.30
			$719.30

ORDER NISI.

Ordered, This 6th., day of June, 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 8th day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of July next.

John H. Hopkins,3rd., Clerk.

Certificate of Publication Annapolis, Md., July 29, 1940

We hereby certify, that the annexed O. N. - Aud. acct. - Levy Grey #7958 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 July, 1940. The first insertion being made the 13th day of June, 1940.

The Capital-Gazette Press, Inc.

By H. L. Strange

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 30 day of July, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

Cary D. Hall, Jr., Assignee	:	No. 7961 Equity.
vs.	:	In The Circuit Court for
William G. Dujardin, and Marie Josefine Dujardin, his wife.	:	Anne Arundel County.

Eq

Order to Docket Case. -- Filed March 28" 1940

Mr. Clerk:

Please docket the above entitled cause and file as an exhibit the mortgage from William G. Dujardin and Marie Josefine Dujardin, his wife, to Cityco Realty Company of Baltimore City, dated January 25, 1936, and recorded in Liber F. A. M. No. 247, folio 429, etc., now by mesne assignment vested in Cary D. Hall, Jr., Assignee, for the purpose of foreclosure.

Cary D. Hall, Jr.

Attorney for Complainant.

Short Assignment of Mortgage-- Filed March 28th., 1940.

This Mortgage, Made this 25th day of January in the year nineteen hundred and thirty-six, by and between William G. Dujardin and Marie Josefine Dujardin, his wife, Mortgagors of Anne Arundel County, in the State of Maryland, of the first part, and the Cityco Realty Company of Baltimore City, a body corporate, duly incorporated under the laws of the State of Maryland, Mortgagee, of the second part.

Whereas the said Mortgagors are justly indebted unto the said Mortgagee in the full and just sum of Thirteen Hundred and Forty ($1340.00) Dollars, same being a part of the purchase money of the hereinafter described property, which they have agreed to pay at the rate of Fifteen ($15.00) Dollars per month, accounting from this date; from which installments are to be deducted the taxes, insurance and interest on this mortgage, at the rate of six per cent, and the remainder is to be credited to the principal.

Now This Mortgage Witnesseth, that in consideration of the premises and the sum of One

Dollar, the said Mortgagors do grant and convey unto the said Mortgagee, its successors and assigns, in fee simple, all that lot or parcel of ground situate and lying in Anne Arundel County, aforesaid, and described as follows:

Beginning for the same at the East corner of Mountain Road, as now laid out Forty feet wide, and Forest Drive
/as now laid out Thirty feet wide, as shown on the Revised recorded plat of Bodkin Plains, hereinafter referred to; thence Southeasterly, along the Northeast side of Mountain Road, on a curve to the right, Three Hundred and Seventy-two One-Hundredths (300.72) feet; thence still along the Northeast side of Mountain Road, South Sixty-three degrees One minute East, Three Hundred and Seventy and Twenty-five One-Hundredths (370.25) feet to the Northwest side of Lot Number 129; thence North Twenty-six degrees Sixteen minutes East, along the Northwest side of Lot Number 129, Five Hundred and Thirty-seven and Five-tenths (537.5) feet; thence more Northeasterly, along the Northwest side of Lot Number 118, - Five Hundred and Sixty-five (565) feet, more or less, to the Southwest side of Lake Avenue; thence still more Northeasterly, across Lake Avenue, Thirty (30) feet to the West corner of Lot Number 87; thence Northeasterly, along the Northwest side of Lot Number 87, - Five Hundred and Ninety (590) feet, more or less, to the Easternmost outline of the entire property heretofore conveyed to the Cityco Realty Company of Baltimore City by John B. Gray and Mary R. Gray, his wife, by deed dated January 2nd, 1919 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 9 Folio 291 etc; thence running and binding on said outline North Four degrees Fifteen minutes West, Three Hundred and Sixty (360) feet to the Southwest side of Lot Number 264; thence running and binding on said Southwest side of Lot Number 264, North Fifty-five degrees Thirty-seven minutes West, Eight Hundred and Ninety-five and Four-One-Hundredths (896.04) feet to the Southeast side of Forest Drive; thence running and binding on the Southeast side of Forest Drive, South Twenty-five degrees Forty-nine minutes West, Eight Hundred and Twenty-five and Eighty-four One-Hundredths (825.84) feet and South Twenty-six degrees Sixteen minutes West, Twelve Hundred and Sixty-eight and Three-tenths (1268.3) feet to the place of beginning. Containing thirty-four acres of land, more or less, and being lots numbers 75 to 86, 116, 117, 130 to 136, 209 to 215, 265 to 268 all inclusive, together with that portion of the bed of Lake Avenue running through said tract, as laid out on the Revised plat of Bodkin Plains, subdivided by the Cityco Realty Company of Baltimore City and recorded among the Land Records of Anne Arundel County on September 29th., 1934 in Plat Book F. S. R. No. 4 Folio 18, and

Being the same lot of ground described in a Deed of even date herewith from the said Cityco Realty Company of Baltimore City to the said William G.Dujardin and Marie Josefine Dujardin, his wife, and recorded or intended to be recorded prior hereto among the Land Records of Anne Arundel County.

It Is Understood that the conveyance of the property herein described shall automatically cause this mortgage to be in default.

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, its 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 Thirteen Hundred and Forty, ($1340.00) 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, its successors or assigns, or Lawrence Perin, its Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, its successors or assigns,may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Twenty-five dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this Mortgage, whether the same shall have 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, its successors or assigns, or Lawrence Perin, its said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said 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, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand ($1000.00) 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, its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors and assigns.

Witness the hands and seals of the said Mortgagors.

Test: William G. Dujardin (Seal)

Joseph C. Cook Marie Josefine Dujardin (Seal)

State of Maryland, Baltimore City, To Wit:

I Hereby Certify, that on this 25th day of January in the year nineteen hundred and thirty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William G. Dujardin and Marie Josefine Dujardin, his wife, the Mortgagors named in the aforegoing Mortgage, and each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Edward H. Colburn, Vice-President of the Cityco Realty Company of Baltimore City, -- 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) Joseph C. Cook,

Notary Public.

For Value Received the Cityco Realty Company of Baltimore City hereby assigns all its right, title and interest in and to the within mortgage to Joseph Cook.

Witness the corporate seal of the said Cityco Realty Comapny of Baltimore City and the signature of John J. Hurst, Jr., its President this 30th day of December, 1936.

Witness: (Corporate Seal) Cityco Realty Company of Baltimore City

Anna L. Rivers By John J. Hurst, Jr.

Written by: M.F.T. -- A.E.R.-1/14/36. President.

Received for Record 20 day of Feby. 1937, at 9-30 o'clock A. M., and same day recorded in Liber F. A. M., No. 147, Fol 431, Land Records of Anne Arundel County.

Frank A. Munroe, Clerk.

For value received, I hereby assign the above mortgage to Cary D. Hall, Jr., for the purpose of foreclosure.

Witness my hand and seal this 7 th day of March, 1940.

Test: Joseph C. Cook (Seal)

Mary Louise Michael

Received for Record 28 day of March, 1940, at 11 o'clock A. M., and the same day recorded in Liber F. A. M. No. 147, Fol 431, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Statement of Mortgage Claim -- Filed April 17th., 1940.

Statement of the Mortgage Claim of Joseph C. Cook, assignee mortgagee, and Cary D. Hall, Jr., assignee for purpose of foreclosure under the mortgage from William G. Dujardin and Marie Josefine Dujardin, his wife, to the Cityco Realty Company of Baltimore City,dated the twenty-fifth day of January, 1936, and recorded among the Land Records of Anne Arundel County in Liber

F. A. M. No. 147, Folio 429, etc., and thereafter assigned at the foot thereof to Joseph C. Cook and thereafter assigned at the foot thereof to Cary D. Hall, Jr., for the purpose of foreclosure, and now filed in these proceedings.

To amount of mortgage debt	$1340.00
By payments on account of principal	126.21
to amount due on principal,	$1213.79
To interest from January 25, 1940, to April 19, 1940, (date of Sale)	16.98
Total amount due	$1230.77

Joseph C. Cook

Cary D. Hall, Jr.

State of Maryland, City of Baltimore, Sct:

I Hereby Certify, that on this 16th day of April, in the year nineteen hundred and forty, before me, the subscriber a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Joseph C. Cook and Cary D. Hall, Jr., respectively the assignee the plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As Witness my hand and Notarial Seal.

(Notarial Seal) Robert J. MacGregor,

Notary Public.

Bond -- Filed and Approved this 17th., day of April, 1940. John H. Hopkins, 3rd.,Clerk.

Know All Men By These Presents:

That we, Cary D. Hall, Jr., of Baltimore, Maryland as principal, and the Fidelity and Casualty Company of New York, a corporation duly organized under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand ($2,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, 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 15th day of April, in the year of our Lord Nineteen Hundred and Forty.

Whereas, the above bounden Cary D. Hall, Jr., Assignee by virtue of the power contained in a mortgage from William G. Dujardin and Marie Josefine Dujardin to Cityco Realty Company bearing date the twenty-fifth day of January, 1936, and recorded among the Land records of Anne Arundel County in Liber F. A. M. No. 147, Folio 429 and assigned at the foot thereof to Joseph C. Cook and thereafter to Cary D. Hall, Jr., 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 Cary D. Hall, Jr. do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and

virtue in law.

In Testimony Whereof, the above bounden Cary D. Hall, Jr. has hereto set his hand and seal and the said corporation has caused these presents to be duly signed by its attorney, attested by its attorney, the day and year first herein above written.

Signed, sealed and delivered Cary D. Hall, Jr. (Seal)

in the presence of (Corporate Seal) The Fidelity and Casualty Company of New York.

Mary Louise Michael

Attest: By Franklin C. VanPelt,Attorney.

C. Robert Bullock, Attorney.

Report of Sale -- Filed April 25" 1940.

To The Honorable, The Judge of Said Court:

The report of sale of Cary D. Hall, Jr., Assignee of the mortgage from William G. Dujardin and Marie Josefine Dujardin, his wife, to the Cityco Realty Company of Baltimore City dated January 25, 1936, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 147, folio 429, etc., and now by mesne assignment vested in said Cary D. Hall, Jr., for the purpose of foreclosure, by an assignment recorded at the foot thereof, respectfully shows:

That after giving bond with approved surety, and after giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a weekly newspaper published in Anne Arundel County for more than three successive weeks before the sale, he did, pursuant to said notice, attend at the Court House door in the City of Annapolis in said County, as described in the handbill attached to this report, on Friday, April 19, 1940, at 11:00 o'clock A. M. and then and there proceeded to sell said property mentioned in these proceedings and as described in the aforesaid mortgage filed in this Court and as described in said advertisement, at public sale and sold the same to Samuel B. Slaughter and Bertha E. Slaughter, his wife, for the sum of Fifteen Hundred and Fifty Dollars ($1550.00), it being the highest bid therefor, and the said Assignee, named in the said mortgage filed in these proceedings, files herewith a copy of the said handbills which is identical with the said advertisement, and the purchasers' agreement on the reverse side thereof, and the auctioneer's certificate, and prays that they be taken as a part hereof, all of which is respectfully submitted.

And as in duty bound, etc.

Cary D. Hall, Jr.

Assignee named in mortgage.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 23rd day of April, in the year nineteen hundred and forty, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Cary D. Hall, Jr., Assignee named in mortgage, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal) Robert J. MacGregor,

Notary Public.

Advertisement of Sale -- Thos.O. Gott, Auctioneer.

Cary D. Hall, Jr.,Attorney-at-Law, 1222 Fidelity Bldg.,Baltimore, Md.

Assignee's Sale of valuable Fee Simple Property

By virtue of the power and authority contained in a mortgage from William G. Dujardin and Marie Josefine Dujardin, his wife, to Cityco Realty Company of Baltimore City, dated January 25,1936, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 147, folio 429, etc., and now by mesne assignments vested in Cary D. Hall, Jr., assignee, for the the undersigned, as assignee, will offer at public sale (default having occurred), purpose of foreclosure, at the Court House door, in the City of Annapolis, Maryland, on Friday, April 19, 1940 at 11 o'clock A. M. the property situated in Anne Arundel County and described as follows:

Beginning for the same at the east corner of Mountain Road, as now laid out forty feet wide, and Forest Drive, as now laid out laid out thirty feet wide, as shown on the revised recorded plat of Bodkin Plains, hereinafter referred to; thence southeasterly along the northeast side of Mountain Road, on a curve to the right, three hundred and seventy-two one-hundredths (300.72) feet; thence still along the northeast side of Mountain Road south sixty-three degrees one minute east, three hundred and seventy and twenty-five one-hundredths (370.25) feet to the northwest side of Lot Number 129; thence north twenty-six degrees sixteen minutes east along the northwest side of Lot Number 129, five hundred and thirty-seven and five, tenths (537.5) feet; thence more northeasterly along the northwest side of Lot Number 118, five hundred and sixty-five (565) feet, more or less, to the southwest side of Lake avenue; thence still more northeasterly across Lake avenue thirty (30) feet to the west corner of Lot Number 87; thence northeasterly along the northwest side of Lot Number 87, five hundred and ninety (590) feet, more or less, to the easternmost outline of the entire property heretofore conveyed to the Cityco Realty Company of Baltimore City by John B. Gray and Mary R. Gray, his wife, by deed dated January 2nd, 1919, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 9, folio 291, etc; thence running and binding on said outline north four degrees fifteen minutes west three hundred and sixty (360) feet to the southwest side of Lot Number 264; thence running and binding in said southwest side of Lot Number 264, north fifty-five degrees, thirty-seven minutes west, eight hundred and ninety-five and four one-hundredths (985.04) feet to the southeast side of Forest Drive; thence running and binding on the southeast side of Forest Drive, south twenty-five degrees forty-nine minutes west, eight hundred and twenty-five and eighty-four one-hundredths (825.84) feet and south twenty-six degrees sixteen minutes west, twelve hundred and sixty-eight and three-tenths (1268.3) feet to the place of beginning. Containing thirty-four acres of land, more or less, and being Lots Numbers 75 to 86, 116, 117, 130 to 136, 209 to 215, 265 to 268; all inclusive, together with that portion of the bed of Lake avenue running through said tract, as laid out on the Revised Plat of Bodkin Plains, sub-divided by the Cityco Realty Company of Baltimore City and recorded among the Land Records of Anne Arundel County on September 29th, 1934, in Plat Book F. S. R. No. 4, folio 18.

Improvements consisting of a five-room frame bungalow, a garage, woodshed and chicken houses.

Terms of Sale: Cash on ratification of sale. A deposit of $300.00 on the date of sale will be required on the purchaser at the time of the sale. Balance of the purchase money to bear interest from the date of sale at the rate of six per cent per annum. Taxes, insurance and all other liens and expenses to be adjusted as of the date of sale.

For further particulars, apply to:

Cary D. Hall, Jr., Assignee.

I Hereby Certify that I have sold the within described property at Mortgagee's sale on this nineteenth day of April, 1940, to Samuel B. Slaughter and Bertha E. Slaughter, his wife, being then and there the highest bidders for the same, which sale was conducted at the Court House door on said date at 11:00 o'clock A. M., and I further certify that the said sale was fairly made.

Witness my hand and seal this 19th day of April, 1940.

Wm. H. Moss & Co. (Seal)
Auctioneer.
By Thomas O. Gott.

Mr. Cary D. Hall Jr.,Assignee, April 19, 1940

We hereby agree to pay the balance of purchase money of property described on reverse side hereof, sold April, 19, 1940 at public auction for $1550.00

Three Hundred Dollars being paid at this date.

Witness:

Thomas O. Gott

Samuel B. Slaughter

Bertha E. Slaughter.

ORDER NISI

Ordered, this 25th., day of April, 1940, That the sale of the property mentioned in these proceedings made and reported by Cary D. Hall, Jr., Assignee named in Mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 27th., 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 27th., day of May, next.
The report states that the amount of sales to be $1550.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., May 21, 1940

We hereby certify, that the annexed Order Nisi was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of May, 1940. The first insertion being made the 2nd. day of May, 1940.

The Capital-Gazette Press, Inc.

By A. Friend.

Ordered By The Court, This 31st day of May, 1940, 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 June 26th., 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. Cary D. Hall, Jr., Assignee, vs. William G. Dujardin and Marie Josefine Dujardin, his wife in ac. with Cary D. Hall, Jr., Assignee.

To Assignee for fee	$25.00	$
To Assignee for commissions	78.54	103.54

To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	$10.00	$
Clerk of Court	14.10	
Auditor	9.00	33.10
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	42.00	
Capital-Gazette Press - handbills	5.50	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
Clerk of Court - recording assignment	.75	
Wm. H. Moss & Co. - auctioneer	11.00	
Fidelity & Casualty Co. - bond premium	10.00	
One-half Federal revenue stamps	1.00	
One-half State revenue stamps	.80	
R. J. MacGregor - notary fees	.50	81.55
To Assignee for Taxes, viz:		
1940 State and County taxes ($56.05-adj)		16.90
To Joseph C. Cook, assignee of mortgage,		
in full for mortgage claim		1,230.77
To Wm. G. Dujardin and Marie Josefine		
Dujardin, mortgagors - this balance		92.47
		$1,558.33

Cr.	Apr. 19, 1940	Proceeds of Sale	$1,550.00
		Interest on deferred payment	8.33
			$1,558.33

ORDER NISI

Ordered, This 26th., day of June, 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 27th 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 27th day of July next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., July 17, 1940.

We hereby certify, that the annexed Order Nisi - Aud. Acct. - Dujardin #7961 Eq. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 27th day of July, 1940. The first insertion being made the 27th day of June, 1940.

The Capital-Gazette Press,Inc.
By H. L. Strange.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 30 day of July, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

In The Mattor of the Sale of the Mortgaged Real Estate of Raymond I. Philips and Charlotte F. Philips, his wife.	:	No. 7964 Equity. In The Circuit Court For Anne Arundel County.

Mr. Clerk:

Please docket this suit, and file original mortgage, mortgage note and statement of mortgage debt.

George E. Rullman,
Attorney named in Mortgage.

Mortgage -- Filed April 8th., 1940.

This Mortgage, Made this 16th day of August, in the year nineteen hundred and thirty-eight (1938), by and between Raymond I. Philips and Charlotte F. Philips, his wife, of Anne Arundel County, State of Maryland, parties of the second part, hereinafter called mortgagors, and the County Trust Company of Maryland, a body corporate of the State of Maryland, party of the second part, hereinafter called mortgagee, Witnesseth:-

Whereas, the said mortgagors have this day received by way of loan from the said mortgagee an advance in the sum of Twenty-Five Hundred, Fifty and 00/100 Dollars ($2550.00), and as evidence of said indebtedness, the said mortgagors have passed to the said mortgagee their joint promissory note of even date herewith, in the amount of $2550.00, payable six months after date hereof, with interest thereon at the rate of six per cent per annum, payable monthly. And the said parties hereto hereby agree that the said mortgagors shall pay to the said mortgagee the sum of not less than Forty Dollars ($40.00), per month, said payment to be applied first to the payment of interest, and the balance then to be applied on account of the principal debt; interest to cease as to the amount so paid on account of the principal debt from the date such payment is made and received.

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

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

All those three lots of ground situate on the southwest side of Glenwood Avenue, Cedar Park, in the Second Election District of Anne Arundel County, Maryland, designated as Lots Nos. 30, 32 and 34, of Block "B", on the Plat of Cedar Park, which Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book G. W. No. 1, folio 26; said lots having a total frontage on Glenwood Avenue of 99 feet, with a uniform depth therefrom of 132 feet.

Being the identical property which was conveyed to the said Raymond I. Philips and Charlotte F. Philips, his wife, by County Corporation of Maryland, by deed of even date herewith, and intended to be recorded among the Land Records of Anne Arundel County immediately prior to these presents.

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, its successors and assigns, forever.

Provided, that if the said mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Twenty-five Hundred and Fifty Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said mortgagors, their heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said mortgagors, for themselves, 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, its successors or assigns, or George E. Rullman, its Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their/heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notices by said Mortgagee, its successors, or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Twenty-five dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the 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 or 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, its successors or assigns, or George E. Rullman, 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 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, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-five Hundred fifty Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors and assigns.

Witness the hands and seals of said Mortgagors.

Test: Raymond I. Philips (Seal)

Granville Lee Meredith Charlotte F. Philips (Seal)

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this 16th day of August, in the year nineteen hundred and thirty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Raymond I. Philips and Charlotte F. Philips, his wife, the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared George E. Rullman, the Attorney 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; and further, that he is duly authorized to make this acknowledgment.

Witness my hand and Notarial Seal.

(Notarial Seal) Granville Lee Meredith

Notary Public.

Statement of Mortgage Debt. --Filed April 8th., 1940.

Note -- $2550.00 August 16th., 1938

Six months after date we promise to pay to the order of County Trust Company of Maryland Twenty-Five Hundred and Fifty and 00/100 Dollars Payable $40.00 monthly, including interest at 6% per annum.

Value Received, Raymond I. Philips

Secured by Mortgage of Even Date. Charlotte F. Philips

Raymond I. Philips and Charlotte F. Philips, his wife

To County Trust Company of Maryland

To Balance due on Mortgage debt	$2,351.71
To interest to April 30, 1940	64.27
Total	$2,415.98

Dennis J. Thompson, Cashier.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 6th day of April, in the year 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Dennis J. Thompson, Cashier of the County Trust Company of Maryland, 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 this 9th., day of April, 1940, John H. Hopkins, 3rd., Clerk.

Know All Men By These Presents, That we, George E. Rullman, of Anne Arundel County, Maryland, as principal and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this sixth day of April, in the year of our Lord 1940.

Whereas, the above bounden, George E. Rullman by virtue of the power contained in a mortgage from Raymond I. Philips and Charlotte F. Philips, his wife, to County Trust Company of Maryland, bearing date the sixteenth day of August, 1938, and recorded among the land records of Anne Arundel County in Liber F. A. M. No. 188 Folio 84 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition of the Above Obligation is Such, that if the above bounden George E. Rullman 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, George E. Rullman, has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered — George E. Rullman, (Seal)

in the Presence of (Corporate Seal) — National Surety Corporation

Granville Lee Meredith. — By Wm. M. Murray,

As to Surety — Attorney in fact.

Rose M. Bausch

Report of Sale -- Filed May 1st. 1940.

To The Honorable, The Judges of Said Court:

The Report of Sale of George E. Rullman, Attorney named in Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Raymond I. Philips and Charlotte F. Philips, his wife, dated August 16, 1938, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 188, folio 84, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Rullman, as Attorney named in Mortgage, 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 by public auction at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, April 30, 1940, at 11:30 o'clock, A. M., and then and there sold the said property to the County Trust Company of Maryland, at and for the sum of Twenty-Five Hundred Dollars ($2500.00), it being then and there the highest bidder therefor, said property being described as follows:

All those three lots of ground situate on the southwest side of Glenwood Avenue, Cedar Park, in the Second Election District of Anne Arundel County, Maryland, designated as Lots Nos. 30, 32 and 34, of Block "B" on the plat of Cedar Park, which plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book G. W. No. 1, folio 26; said lots having a total frontage on Glenwood Avenue of 99 feet, with a uniform depth therefrom of 132 feet.

Being the identical property which was conveyed to the said Raymond I. Philips and Charlotte F. Phillips, his wife, by County Corporation of Maryland, by deed dated August 16, 1938, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 188, folio 82.

And the said Attorney named in Mortgage further reports that he has received from the said purchaser a deposit as required by the terms of said sale, and also has received the Purchaser's Agreement to comply with the terms of sale, which are as follows:

"Terms of Sale:- A deposit of $300.00 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 and public charges to be adjusted to day of sale."

Respectfully submitted,

George E. Rullman,

Attorney named in Mortgage.

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

I hereby certify that on this 1st day of May, in the year 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George E. Rullman, Attorney named in 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 said sale was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) Granville Lee Meredith

Notary Public.

Advertisement of Sale. -- Thomas O. Gott, Auctioneer.

Attorney's Sale of valuable Real Estate situate in Cedar Park, Second Election District of Anne Arundel County, Maryland, improved by a frame six-room dwelling.

Pursuant to and by virtue of the power of sale contained in a mortgage from Raymond I. Philips and Charlotte F. Philips, his wife, dated August 16, 1938, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 188, folio 84, I will offer at public sale at the Court House door, in the City of Annapolis, Maryland, on Tuesday, April 30, 1940 at 11:30 o'clock A. M., the following described property, to wit:

All those three lots of ground situate on the southwest side of Glenwood avenue, Cedar Park,

in the Second Election District of Anne Arundel County, Maryland, designated as Lots Nos. 30, 32 and 34 of Block "B" on the plat of Cedar Park, which plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book G. W. No. 1, folio 26; said lots having a total frontage on Glenwood avenue of 99 feet, with a uniform depth therefrom of 132 feet.

Being the identical property which was conveyed to the said Raymond I. Philips and Charlotte F. Philips, his wife, by County Corporation of Maryland, by deed dated August 16, 1938, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 188, folio 82.

Terms of Sale: A deposit of $300.00 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 and public charges to be adjusted to day of sale.

George E. Rullman,
Attorney Named in Mortgage,
Lee Building, Annapolis, Md.

Auctioneer's Certificate.

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, April 30, 1940, the within described property, and then and there sold the same to the County Trust Company of Maryland, at and for the sum of Twenty-Five Hundred Dollars ($2500.00), it being then and there the highest bidder therefor.

Witness: Thomas O. Gott,

Granville Lee Meredith. Auctioneer.

Purchaser's Agreement

I hereby certify that I, on behalf of the County Trust Company of Maryland, did purchase at public acution at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, April 30, 1940, the within described property, at and for the sum of Twenty-five Hundred Dollars ($2500.00), and hereby agree to comply with the terms of sale as herein set forth.

Witness: County Trust Company of Maryland

Granville Lee Meredith David B. Jenkins

Vice President.

Vice President.

ORDER NISI

Ordered, this 1st., day of May, 1940, That the sale of the real estate mentioned in these proceedings, made and reported by George E. Rullman, Attorney named in Mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 3rd., day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd., day of June next.

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

John H. Hopkins,3rd., Clerk.

Certificate of Publication Annapolis, Md., June 1st., 1940

We hereby certify, that the annexed Order Nisi -- Sale - R. I. Philips # 7964 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 3rd day of June, 1940. The first insertion being made the 2nd day of May, 1940.

The Capital-Gazette Press, Inc.

By H. L. Strange.

Ordered By The Court, This 5th day of June, 1940 that the sale made and reported by the Attorney named in Mortgage aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account -- Filed June 18th., 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 Raymond I. Philips and Wife in ac. with George E. Rullman, Attorney named in mortgage.

To Attorney for fee	$25.00	
To Attorney for commissions	107.50	$132.50
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	12.70	
Auditor	9.00	31.70
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	21.00	
Capital-Gazette Press - handbills	5.50	
Capital-Gazette Press -report of sale order nisi on	5.00	
Capital-Gazette Press -auditor's acct. order nisi on	5.00	
Thomas O. Gott - auctioneer	15.00	
National Surety Co.,bond premium	12.00	
One-half Federal revenue stamps	1.25	
One-half State revenue stamps	1.25	
Granville L. Meredith - notary fees	1.00	67.00
To Attorney for Taxes, viz:		
1939 State and County taxes (Lot #30)	3.13	
1939 " " " "(Lots #32&34)	61.25	
1940 " " " "($64.14-adj)	20.38	84.76
To County Trust Co. of Maryland, mortgagee this balance on account mortgage claim		2184.04
		$2,500.00

Amount of mortgage claim filed	$2,415.98
Cr. Amount allowed as above	2,184.04
Balance subject to decree in personam	$ 231.94

Cr. Apr. 30, 1940 Proceeds of Sale $2,500.00

Order Nisi

Ordered, This 18th., day of June, 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 19th., 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 19th., day of July next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., July 22, 1940

We hereby certify, that the annexed Order Nisi - Aud. Acct. - R. I. Philips # 7964 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 19th day of July, 1940. The first insertion being made the 19th., day of June, 1940.

The Capital-Gazette Press, Inc.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 24 day of July, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,

Judge.

John W. Moulden Wm. H. Moulden : No. 3181 Equity

vs. : In the Circuit Court For

Elizabeth Moulden, et al. : Anne Arundel County.

Bill of Complaint -- Filed 30 April, 1909.

To The Honorable The Judges of Said Court:-

The plaintiffs respectfully show:-

First:- That a certain William Moulden, late of Anne Arundel County departed this life about two years ago, intestate, leaving a tract of land in the Eighth Election District of Anne Arundel County, consisting of about eighteen acres and improved by a dwelling house and other buildings thereon and leaving surviving him a widow, a defendant, the widow now a very aged person about eighty years old and the following children and grand-children, namely:-

First:- the plaintiffs John W. and William H. Moulden.

Second: The defendants Richard, Joseph, Jacob and Georgiana, his sons and daughter, and the defendants, Mary Ellen and Ida Elizabeth, children of the deceased daughter Elizabeth who had intermarried with a certain Jacob Cutchimber, and the defendant Jacob Cutchimber the surviving husband of the said Elizabeth. Eq

That all the parties are of the full age of twenty-one years except the defendants Mary Ellen and Ida Elizabeth, the said Mary Ellen will be twenty years of age on the seventh of July next, and the said Ida Elizabeth will be eighteen years of age on the twenty-seventh of May next. The said Mary Ellen is a married woman having lately intermarried with the defendant Jesse Taylor, that the said Elizabeth Cutchimber died intestate leaving the said surviving husband, Jacob, and the two children Mary Ellen and Ida Elizabeth, her only heirs- at-law, but that the whereabouts of the said Jacob Cutchimber is unknown and has been unknown to the parties to this suit for the past twenty years and it is now unknown whether he is living or dead.

Second -- That the aforesaid tract of eighteen acres of land is not susceptible of any advantageous partition amongst the parties entitled thereto, by reason of the large number of parties interested therein and the small quantity of land and the situation thereof so that it would be to the interest and advantage of all parties concerned to have the said land sold and the proceeds of sale divided amongst the parties entitled thereto.

To the end, therefor,

1st:- That the land mentioned in these proceedings might be sold for partition amongst the parties entitled thereto,

2d:- That the plaintiffs might have such other and further relief as their cause and equity might entitle them to,

May it please the Court to grant unto the plaintiffs a writ of sub-poena to be directed to the defendants, all of whom reside in Anne Arundel County except the defendant Jacob Cutchimber who resides in the City of Baltimore and the defendants Ida Elizabeth Cutchimber, Mary Ellen Taylor and Jesse Taylor, her husband who reside in St. Marys County, commanding them and each of them to be and appear in this Court by some certain day to be therein named to answer the premises and show cause, if any they may have why the relief herein prayed should not be granted.

And as in duty, etc.,

James M. Munroe,

Solr. for pltff.

Answer of Richard E. Moulden, Priscilla Moulden, his wife, Wm. H. Moulden, Elizabeth Moulden his wife, Jacob Moulden, Rosa, his wife, Georgiana Alton, Louis, her husband, Joseph Moulden and Virginia, his wife. -- Filed 7" June, 1909.

To The Honorable The Judges of Said Court: -

The answer of Richard E. Moulden, Priscilla Moulden, his wife, Jacob Moulden, Rosa Moulden, his wife, Georgiana Alton, Louis Alton, her husband, Joseph Moulden, Virginia Moulden, his wife, to the Bill of Complaint in this case respectfully shows:-

First:- They admit the allegations of the Bill of Complaint and consent to the passage of a decree for the sale of the real estate in these proceedings mentioned for the purpose of partition amongst the parties entitled thereto according to their respective interest therein.

And as in duty, etc.,

Witness:

Wilson S. Weems

As to Richard E.,Priscilla,
Jacob & Rosa Moulden and Georgiana
& Louis Alton.

his
Richard E. X Moulden
mark
her
Priscilla X Moulden
mark
his
Jacob X Moulden
mark
her
Rosa X Moulden
mark
her
Georgiana X Alton
mark
Louis Alton
his
Joseph X Molden
mark
her
Virginia X Molden
mark

Test:-
As to Joseph & Virginia
Moulden,
Elizabeth Leatherbury.

State of Maryland, Anne Arundel County, Sct:-

I hereby certify that on this 28th., day of May in the year nineteen hundred and nine, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County, personally appeared the above named Richard E. Moulden, Priscilla Moulden, his wife, Jacob Moulden, Rosa Moulden, his wife, William H. Moulden, Elizabeth Moulden, his wife, Georgiana Alton, Louis Alton, her husband, and each acknowledged the foregoing answer to be their respective answer in the above entitled case, to the intent that the same might be duly filed in the Circuit Court for Anne Arundel County.

Wilson S. Weems,
Justice of the Peace.

State of Maryland, Anne Arundel County, Sct:-

I hereby certify that on this 9th day of June in the year nineteen hundred and nine, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared the above named Joseph Moulden, and Virginia Moulden his wife, and each acknowledged the aforegoing answer to be their answer in the above entitled case to the intent that the same might be filed in the Circuit Court for Anne Arundel County.

Witness my hand and notarial seal.

(Notarial Seal) Elizabeth Leatherbury,
Notary Public.

Answer of Elizabeth Moulden to Bill of Complaint. -- Filed 7" June, 1907.

To the Honorable The Judges of said Court:

The answer of Elizabeth Moulden, widow of William Moulden respectfully shows:-

That she assents to the sale of the property mentioned in these proceedings, clear of

her dower therein agreeing to accept in lieu of her dower such a proportion of the proceeds of sale as she might be entitled thereto under the rules of this Honorable Court.

And as in duty, etc.,

her
Witness: Elizabeth X Moulden.
mark

Wilson S. Weems

State of Maryland, Anne Arundel County, Sct:-

I hereby certify that on this 25 day of May in the year nineteen hundred and nine, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County, personally appeared the above named Elizabeth Moulden and acknowledged the foregoing answer to be her answer in the above entitled case, to the intent that the same might be duly filed in the Circuit Court for Anne Arundel County.

Wilson S. Weems,

Justice of the Peace.

Answer of Mary Ellen Taylor, Jesse Taylor, her husband, -- Filed 7th June, 1909.

To The Honorable The Judges of Said Court:-

The answer of Mary Ellen Taylor and Jesse Taylor, her husband respectfully shows:-

That they admit the allegations of the Bill of Complaint and consent to the passage of a decree for the sale of the real estate mentioned in these proceedings for the purpose of partition amongst the parties entitled thereto.

And as in duty, etc.,

Mary Taylor(Ellen)

Jessie Taylor

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

I hereby certify that on this 29th day of May in the year nineteen hundred and nine, before me the subscriber, a Justice of the Peace of the State of Maryland in and for St. Marys County, personally appeared the above named Mary Ellen Taylor and Jesse Taylor, her husband and each acknowledged the aforegoing answer to be their answer in the above entitled case, to the intent that the same might be filed in the Circuit Court for Anne Arundel County.

J. Harry Bedford, Justice of

the Peace in & for St.Marys Co., Md.

Petition for leave to dismiss Bill of Complaint as to Jacob Cutchimber. Filed 24"July, 1909.

To The Honorable The Judges of Said Court:-

The plaintiffs respectfully show that one Jacob Cutchimber who is a party, defendant to this suit has been unheard of for the past twenty years by any of the parties to this suit and that the presumption of law is that he is dead. In any event his interest in the property, if living, would be so slignt as to constitute practically no cloud upon the title of the property and under the circumstances the plaintiffs pray leave of the Court to dismiss the Bill of Complaint as to the said Jacob Cutchimber.

And as in duty, etc.,

James M. Munroe,

Solcr. for pltff.

Ordered by the Circuit Court for Anne Arundel County this day of July in the year nineteen hundred and nine upon the foregoing petition that leave be and is hereby granted to dismiss the Bill of Complaint in this case as to the defendant Jacob Cutchimber.

Petition and order for Notice by Publication to Jacob Cutchimber. Filed 5"August,1909

To The Honorable The Judges of Said Court:-

The plaintiffs respectfully show that one Jacob Cutchimber, who is a party, defendant to this suit has been unheard of for the past twenty years by any of the parties to this suit and it is unknown to them whether the said Jacob Cutchimber be living or dead.

That the said Jacob Cutchimber is a non-resident of the State of Maryland and has not resided therein for a long number of years past to the best of the knowledge and belief of the plaintiffs, and the plaintiffs accordingly pray leave to give to the said Jacob Cutchimber, if living, notice of the substance of the Bill of the Complaint and the object of this suit by publication as is provided in case of a non-resident defendant.

And as in duty, etc.,

James M. Munroe,

Solicitor for plaintiffs.

Ordered by the Circuit Court for Anne Arundel County this 5- day of August in the year 1909 upon the foregoing petition that notice be published in accordance with the prayers of the foregoing petition by giving to the said Jacob Cutchimber notice of the object of this suit and of the substance of the Bill of Complaint in this case as is provided in case of non-resident defendants.

Jas. R. Brashears.

Order of Publication -- Filed 9th. August, 1909

The object of this suit is to procure a decree for the sale of certain lands lying in Anne Arundel County, of which a certain William Molden, late of Anne Arundel County, Maryland, died, seized and possessed intestate, said lands lying in the Eighth Election District of said County, consisting of about eighteen acres of land and improved by a dwelling house and other outbuildings. The Bill states that the said William Molden left surviving him a widow, Elizabeth Molden and the following children,- John W., William H., Richard, Joseph, Jacob and Georgiana, also two grand-children, Mary Ellen and Ida Elizabeth children of a deceased daughter, Elizabeth Cutchimber, the said Elizabeth being survived by her husband Jacob Cutchimber. That said Jacob Cutchimber is a non-resident of the State of Maryland, if living, but that it is unknown whether he be living or dead and that he has not been heard of by his family for the past twenty years; that the said property is not susceptible of any advantageous partition between the parties entitled thereto and accordingly prays for a decree for the sale thereof for partition., It is thereupon ordered by the Circuit Court for Anne Arundel County in Equity, this 9th day of August in the year 1909, that the plaintiffs by causing a copy of this order to be inserted in some news-paper published in Anne Arundel County once in each of four sucessive weeks before the 10th day of September, 1909, give notice to the said Jacob Cutchimber of the object and substance of the Bill of Complaint in this case thereby warning him to appear in this Court in person or by attorney on or before the 30th day of September next to show cause if any he may have why a decree ought not to be passed as prayed.

Geo. Wells, Clerk.

Office of The Advertiser-Republican Annapolis, Md., October 2nd.,1909

I hereby certify that the annexed Order of Publication in the matter of John W. Molden et al versus Elizabeth Molden et al was published in The Advertiser-Republican, a newspaper published in the City of Annapolis, once a week for four successive weeks before the tenth day of

September, 1909. The first insertion being made the 12th day of August 1909

W. Meade Holladay, Publisher.
per H.D.B.

It appearing to the Court that the Order of Publication giving notice to Jacob Cutchimber, non-resident defendant, of the object of this suit and the substance of the bill of complaint has been duly published, it is ordered by the Court this 11- day of October 1909 that the Bill of Complaint in this case be and it is hereby taken pro confesso against the said Jacob Cutchimber, and all the other defendants having answered the Bill and the cause being at issue, it is further ordered that the parties have leave to take testimony before one of the Examiners of this Court to be used at the hearing of this case.

Jas. R. Brashears.

Replication --Filed 11" Oct. 1909.

The plaintiffs join issue on the matters alleged in the Answers of the defendants to the Bill in this case so far as the same may be taken to deny or avoid the allegations of the Bill

Jas. M. Munroe, Atty. for pltff.

Petition for Appointment of Guardian ad litem. Filed 11" October,1909.

To The Honorable The Judges of Said Court:-

The plaintiffs respectfully show:-

That the infant defendant, Ida Elizabeth Cutchimber, has been duly summoned in this case and pray the Court to appoint a guardian ad litem to answer and defend this suit for said infant defendant.

And as in duty, etc.

James M. Munroe,

Atty. for pltffs.

Ordered By The Circuit Court For Anne Arundel County this 11- day of October in the year nineteen hundred and nine that Thomas Basil be and is hereby appointed guardian ad litem for the infant defendant, Ida Elizabeth Cutchimber, above named to answer and defend this suit on behalf of the said infant defendant.

Jas. R. Brashears.

To The Honorable the Judges of Said Court:-

The answer of Ida Elizabeth Cutchimber by Thomas Basil, guardian ad litem respectfully shows:

That she neither admits nor denies the allegations of the Bill of Complaint but submits her rights in the premises to the protection of this Honorable Court.

And as in duty, etc.

Thos Basil,

Guardian ad Litem.

Testimony -- Filed 29" October 1909.

The Examiner in accordance with an order of the Court passed on the 11" October 1909 and filed in this cause, the witness being present, proceeded to take testimony and in pursuance thereof attended at the office of James M. Munroe, Esquire in the City of Annapolis on the 19" day of October 1909 when the following testimony was taken.

Tuesday, October 19, 1909.

John W. Molden, a witness of lawful age first being duly sworn testified as follows:-

1 Q. State your name, residence and occupation?

Ans. John W. Molden, residence Eighth Election District of Anne Arundel County, occupation

oysterman.

2. Q. Do you know the parties to this suit, if so, state who they are?

Ans. Yes, I know all the parties to this suit. I am one of the plaintiffs and the other plaintiff, William H. Molden is my brother.

The defendant, Elizabeth Molden is my step-mother, being my father's second wife, and the defendants, Richard, Joseph, Jacob, are my brothers, and the defendants Priscilla, Virginia and Rosa are the their wives. The defendant Georgiana Alton is my sister and the defendant Louis is her husband. I had a sister named Elizabeth, who is dead. She married a man by the name of Jacob Cutchimber, She is dead, she left two children, Mary Ellen and Ida Elizabeth, Mary Ellen married a man by the name of Jesse Taylor, and they are the defendants named Mary Ellen Taylor and Jesse Taylor, her husband. She left also a daughter named Ida Elizabeth Cutchimber and a husband named Jacob Cutchimber. All the parties to this suit, plaintiffs and defendants, are over twenty-one years of age, except Ida Elizabeth Cutchimber. She is a young girl about sixteen years of age. All of the parties to this suit live in Anne Arundel County except Mary Ellen Taylor and her husband Jesse and the child Ida Elizabeth, they live in St. Marys County. My sister Elizabeth died about fifteen years ago and the last I ever saw of Jacob Cutchimber was going down the bay on an oyster dredge boat. That was about two months after my sister died, I have never seen him since nor heard from him and have every reason to believe that he does not live in the State of Maryland; certainly some of us would have heard from him or seen him in the last fifteen years if he had lived in the State.

I have seen his children who are my nieces and can learn nothing of their father from them and they do not seem to have seen him since he left some fifteen years or more ago.

3 Q. State the names of your father and mother, whether they are living or dead, and if dead, when they died?

Ans. My father's name was William Molden and my mother's name was Maria Molden. My mother died many years ago and my father died about two years ago. He left no will and there was never any administration on his estate. He married a second time and his present widow, Elizabeth Molden, is a very old woman, she is over eighty years of age.

4 Q. State what, if any, real estate your father left?

Ans. He left about eighteen acres of land in the Eighth Election District of Anne Arundel County.

(The plaintiffs herewith file with the Examiner Exhibits, A. B. and C. being deeds of the property mentioned by the witness.)

The only improvements on the property were one dwelling house and a stable.

5 Q. State whether or not the land left by your father is susceptible of any advantageous partition amongst the parties entitled thereto and give your reasons for your answer?

Ans. No, it is not. In the first place my father's widow, my step-mother, would be entitled to a dower, which would be one-third for life time, and then there would be John William, Richard, Joseph, Jacob, and Georgiana, and the children of my deceased sister each entitled to one-seventh, and the one-seventh of my sister Elizabeth would have to be divided between Mary Ellen and Ida, which would be one-fourteenth, and by the time that little piece of land was divided among all these different people, no one would have anything. My step-mother said she would be willing to take the same share any other heir would take, but even then you would have to divide the land into eight parts, which would make it impossible to divide, but

she has agreed to take seventy-five dollars ($75.00) in money for her share if the land is sold.

6 Q. What then in your judgment would be best to do with this property?

Ans. There is but one thing to do and that is to sell the land and divide the proceeds among the parties entitled thereto.

(No cross-examination.)

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

I stated that all of the parties to this suit were over Twenty-one years of age, but I made a mistake about that. The defendant Mary Ellen Taylor was twenty years of age last July, she is therefore in her twenty-first year of age, she is a married woman.

(Signature waived.)

Richard E. Molden, a witness of lawful age, first being duly sworn testified as follows:-

1 Q. State your name, residence and occupation?

Ans. Richard E. Molden, residence Eighth Election District of Anne Arundel County, occupation oysterman.

2 Q. Do you know the parties to this suit and the land mentioned in these proceedings?

Ans. I do, I am one of the defendants, I know all the parties to this suit and the land mentioned in these proceedings. The facts of the case have been already fully and correctly stated by my brother, John W. Molden, who has just testified. If I should state it all over again my testimony would be just like his in reference to the names, ages and places of residence of the different people.

3 Q. What do you know about Jacob Cutchimber?

Ans. I know that he married my sister Elizabeth as testified by my brother John and that she died, but I have not seen or heard from him for the past fifteen years or more and the last I ever saw or heard from him was, he was going down the bay on an oyster dredge boat and I have every reason to believe, as we all believe, that he does not any longer live in the State of Maryland, if he is alive at all, for certainly somebody would have heard from him or seen him if he was in Baltimore City or St. Marys County or Anne Arundel County in that time if he was anywhere about.

4 Q. Have you seen his children and inquired of them about him?

Ans. I have seen his children and asked them about him, but they have never seen him or heard from him in all that time since he left them about fifteen years or more ago.

5 Q. State whether or not the land mentioned in these proceedings can be divided among the parties entitled thereto?

Ans. I think it ought to be sold. I do not think it can be divided.

My reasons are what my brother stated. There are too many people interested in such a small piece of land, it would be impossible to make a division of the land so as to give each person a fair share and if they got their share it would be too little in quantity to do anything with.

(No cross-examination.)

To the question under the rule the witness said "No".

Signature waived.

William H. Molden, a witness of lawful age, first being duly sworn, testified as follows:-

1 Q. State your name, residence and occupation?

Ans. William H. Molden, residence Eighth Election District of Anne Arundel County, occupation, oysterman.

2 Q. Do you know the parties to this suit and the land mentioned in these proceedings?
Ans. I do. I am one of the plaintiffs, and the defendants are my brothers and their wives, my sister, Georgiana and her husband, my two nieces, Mary Taylor and her husband, Jesse and Ida Cutchimber and their father Jacob. Their ages and places of residence have been already correctly stated by my brothers.
3 Q. What do you know about Jacob Cutchimber?
Ans. I know just what my brothers have stated to you about his going down the bay on a dredge boat about fifteen years ago. We three boys were all on the oyster rock in our oyster boat catching oysters. It was in the fall of the year when we were oystering and we saw him on the boat and hailed him as he was going down the bay, and he said he was going down the Bay to dredge for oysters. That was the last time I ever saw him and that has been fifteen years or more ago.
4 Q. Have you ever seen the children and made inquiry of them if they have ever seen their father?
Ans. I have seen the children, Mary Ellen and Ida Elizabeth and inquired of them if they have ever seen their father, but they have never seen him since the time just spoken of.
5 Q. State whether or not the land mentioned in these proceedings can be divided amongst the parties entitled thereto and, if not, what in your judgment is best to do?
Ans. I think the land ought to be sold. I do not think it would be divided. The reasons have already been stated by my two brothers and I agree with them about it.

No cross-examination.

To the question under the rule the witness says "No."

Signature waived.

John W. Crandell, a witness of lawful age, first being duly sworn, testified as follows:-
1 Q. State your name, residence and occupation?
Ans. John W. Crandell, residence Eighth Election Fistrict of Anne Arundel County, occupation merchant and farmer.
2 Q. State whether or not you know the parties to this suit and the land mentioned in these proceedings?
Ans. I know all the parties to this suit, the two children, Mary Ellen Taylor and Ida Elizabeth Cutchimber were born near my property but moved away to St. Marys County and I have not seen them in many years. Jacob Cutchimber lived near me with his wife, Elizabeth at the time his children were born, but moved away from there about fifteen years ago and I have never seen him or heard from him since. I know the land mentioned in these proceedings and the witnesses who have already testified have stated correctly the facts with reference to the land. It would be impossible to make any partition of that little piece of land amongst the nine persons who are interested in it.
A little piece of land, such as that would give to them, they could make no use of it in the country, if it were a town lot it would be different, but a little piece of land like that in the country with no buildings on it would be no use to anybody. I think that the only thing to do with it is to sell it and divide the money among the parties entitled thereto.

No cross-examination.

To the question under the rule the witness said "No."

Siganture waived.

There being no other witness and further time not being desired the testimony is herewith closed and returned to the Court.

Oct. 29" 1909. Frank H. Stockett, Examiner.

Plaintiff Exhibit. Filed with the Examiner, Frank H. Stockett, Examiner. Revenue stamp. ____

This Deed made this fifth day of November in the year one thousand eight hundred and seventy between Washington Winterson and Alexina W. Winterson, his wife, in the State of Maryland, of the first part, and William Moreland of Anne Arundel Co., Md. of the County and State aforesaid, of the second part,

Witnesseth, that in consideration of the sum of Ninety Four Dollars to him in hand paid by the said William Moreland, the said Washington Winterson and Alexina W. Winterson, his wife do grant and convey unto the said William Moreland, his heirs and assigns in fee,

Part of a tract or parcel of land called "Crutchley's Choice" lying and being in Anne Arundel County in the great Swamp thereof on the South side of West River and which said parcel of Land is contained with in the following description, that is to say, Beginning for the Same at a stake planted in the old public road leading through the Swamp to the Bay Shore, said stake being the North East boundary of a lot of ground surveyed at the same time of these presents for Henry Matthews, and running with and bounding on one of the lines of said survey South one and a half degrees West, thirty-one degrees to a stake also one of the boundaries of the above mentioned lot, thance North Eighty five degrees East, Twenty-six perches to a stake, thence North Twenty one and a half degrees East, thirty Five and a half perches to a bounded Stone, thence South Eighty five degrees West, thirty Seven perches to the beginning; containing in all six and one quarter acres of Land more or less.

Together with the improvements thereon, and the rights and appurtenances thereto belonging, or appertaining:

To Have And To Hold the aforesaid land and premises hereby mentioned to be granted and conveyed with the rights and appurtenances aforesaid, unto the said William Moreland his heirs and assigns, to their proper use and benefit, forever in fee.

And the said Washington Winterson and Alexina W. Winterson, his wife covenants that they have not done or suffered to be done, any act, matter or thing whatsoever, to incumber the property hereby conveyed;

That they will warrant the said property specially, to the said William Moreland his heirs and assigns;

And That they will execute such further assurances as may be requisite.

Witness the hands and seals of the said grantors.

Witnesses: Washington Winterson (Seal)

Nathaniel Chew. Alexina W. Winterson (Seal)

State of Maryland, Anne Arundel County, SS.

I Hereby Certify, That on this seventh day of November, in the year one thousand eight hundred and 70 before me, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Washington Winterson and Alexina W. Winterson, the grantors in the aforegoing Deed, and acknowledged the same to be their act.

Witness my name.

Nathainiel Chew. J. P.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber S. H. No. 5 folio 120 &c one of the Land Records of Anne Arundel County

In Testimony whereof I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 28th day of October A D 1909

(Court Seal) Geo. Wells, Clerk.

Plaintiffs Exhibit --Filed with the Examiner, Frank H. Stockett, Ex.

This Deed Made this Fourteenth day of November in the year Eighteen hundred and Ninety three by Alexina W. Winterson of Baltimore City of the first part and William Moulden of Anne Arundel County of the second part.

Witnesseth that for and in consideration of the sum of Three Hundred dollars the receipt of which is hereby acknowledged the said party of the first part does hereby grant and convey unto the said party of the second part his heirs and assigns forever all that lot or parcel of land situate lying and being in the Great Swamp in the Eighth Election District of Anne Arundel County embraced in two lots surveyed by John Shepherd a competent Surveyor on January the fourth in the year Eighteen hundred and Ninety two and described as follows:Viz:

Beginning for Lot A at a Stone Standing at the turn of and on the North side of the road leading from Sudley to Cedar Point said Stone one of the Original boundaries of said land and the South East Corner boundary of the lot of land purchased of I. W.. Weems by Crandell & Bro and running for said Lot A South 72° 15' East 57 4/5 perches to a Stone a boundary of I. W. Crandall's land thence with said land South 23° 15' West 20 perches to a post thence leaving said Crandall's land and running the divisional line between the lands of Joseph Murray and William Moulden North 72° West 57 1/5 perches to the East edge of the above mentioned County road thence with said road North 16° 15' East 19 1/6 perches thence North 32° East 11 perches to the place of beginning. Containing Ten Acres three Roods,twenty four and Seven Eights perches of land more or less.

Beginning for Lot B at a post in the line of Joseph Murray's home lot and run North 2° 30' East 16 perches to a post in the line of I. W. Weems land thence with said land South 87° 15' West 25 2/5 perches to a post thence leaving the lands of I. W. Weems and running down the middle of ditch South 3° West 16 2/25 perches to a post the corner boundary of Lot B standing in the ditch thence leaving said ditch and run North 87° East 25 3/5 perches to the place of beginning. Containing two Acres two Roods and Eight perches of land more or less being a part of the lands known as Crutchley's Choice and owned by the late Gassaway Winterson and by inheritance subsequently owned by his son Washington Winterson husband of the said party hereto of the first part.

Together with all the rights privileges and appurtenances thereto belonging or in any wise appertaining.

To Have and To Hold all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part his heirs and assigns forever.

In Witness Whereof the said party of the first part has hereunto set her hand and Seal in the day and year first herein before written.

Test: Alexina W. Winterson, (Seal)

Andrew F. Carrick.

State of Maryland, Baltimore City, to wit:

I hereby certify on this 14th day of November in the year Eighteen and Ninety three before the subscriber a Justice of the peace of the State of Maryland in and for Baltimore City personally appeared Alexina W. Winterson and acknowledged the aforegoing Deed to be her act.

Andrew F. Carrick, J. P.

State of Maryland, Baltimore City, Sct:

I hereby certify That Andrew F. Carrick Esquire before whom the annexed acknowledgement was made and who has thereto subscribed his name was at the time of so doing a Justice of the Peace of the State of Maryland in and for the City of Baltimore duly commissioned and sworn and authorized by law to administer Oaths and take acknowledgments.

I further certify that I am acquainted with the hand writing of the said Justice and verily believe the signature to be his genuine signature.

In Testimony Whereof I hereto set my hand and affix the Seal of the Superior Court of Baltimore City this 14th day of November A D 1893

(Court Seal) Jas. Bond, Clerk of the

Recorded 21st December 1893 Superior Court of Baltimore City.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber S H No 45 folio 229 &c one of the Land Records of Anne Arundel County.

In Testimony Whereof I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 26th day of October A D 1909

(Court Seal) Geo. Wells, Clerk.

Decree for Sale 15th November, 1909 -- Filed 15th Nov. 1909.

This cause standing ready for hearing and being submitted the proceedings in the case have been by the Court read and considered. It is thereupon this 15- day of November, in the year nineteen hundred and nine by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that the property in these proceedings mentioned be sold and that James M. Munroe be and is hereby appointed Trustee to make sale thereof and that the course and manner of his proceedings shall be as follows:-

He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court or by the Clerk thereof in the penalty of Fifteen Hundred Dollars, ($1500.) conditioned for the faithful performance of the Trust reposed in him by this decree or to be reposed in him by any other decree or order in the premises; he shall then proceed to make sale, having given at least twenty days previous notice by advertisement inserted in some newspaper published in Anne Arundel County, of the time, place, manner and terms of sale, which shall be cash on ratification of sale. The trustee is authorized to require a deposit of Fifty Dollars ($50.) from each purchaser of any parcel of the property decreed to be sold on the day of sale, and as soon as convenient after such sale the Trustee shall return to this Court a full and particular report of his proceedings with an affidavit annexed of the truth thereof and of the fairness of the/sale, and upon the ratification of the said sale by the said Court and on the payment of the whole purchase money the Trustee shall give a good and sufficient deed conveying to the purchaser or purchasers, his or their heirs and assigns the property to him or them sold, free, clear and discharged of

all claims of the parties to this cause and of those claiming by, from or under 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 costs of suit and such commissions and other compensation to the said Trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust. The trustee may, in his discretion, sell the property for one half cash and balance in one years' time, deferred payment to bear interest and to secured by note of purchaser with satisfactory surety.

And because it appears from the Testimony that no administration was ever had upon the estate of William Molden, who died, seized and possessed the property mentioned in these proceedings, the Trustee is authorized and directed to give notice to the creditors of the said William Molden, at the time of the advertisement of the property decreed to be sold to file their claims, if any they may have, against the said William Molden, duly probated within thirty days from the advertised day of sale.

Jas. R. Brashears.

Trustee's Bond and Petition to approve same Nunc pro tunc. -- Filed 20" Dec. 1909.

To The Honorable The Judges of Said Court:-

The Petition of James M. Munroe, Trustee, respectfully shows:-

That he inadvertantly omitted to file his bond prior to the sale of the property in this case made by him under decree of this Court on the 18th day of December instant, but he now tenders his bond to the Court and prays that the same may be approved nuc pro tunct.

And as in duty, etc.

James M. Munroe, Trustee.

Ordered By The Circuit Court For Anne Arundel County In Equity this 20- day of December in the year 1909, upon the aforegoing petition that the bond of James M. Munroe, Trustee, in the above entitled case be and the same is hereby approved nuc pro tunct, and the Clerk of this Court is directed to file and record the same in the usual manner.

Jas. R. Brashears.

Know All Men By These Presents, That we, James M. Munroe and Frank A. Munroe, of Annapolis, Maryland are held and firmly bound unto the State of Maryland in the full and just sum of Twelve Hundred Dollars to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators jointly and severally, firmly by these presents; sealed with our seals and dated this 20th day of December in the year nineteen hundred and nine.

Whereas by a Decree of the Circuit Court for Anne Arundel County, in Equity, passed on the 15th day of November 1909 in th the case of Molden vs. Molden, no. 3181 Equity in said Court the above bound James M. Munroe was appointed trustee to sell the real estate by the said decree ordered and directed to be sold.

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

Signed sealed and delivered in the presence of — James M. Munroe (Seal)

Elizabeth Leatherbury. — Frank A. Munroe (Seal)

Report of Sale. -- Filed 21" Dec. 1909

To The Honorable The Judges of Said Court:-

The Report of James M. Munroe, Trustee, respectfully shows:-

That he has filed a bond nunc pro tunc, by leave of the Court first had and obtained, and after having given due notice of the time, place, manner and terms of sale as required by a decree of this Court in this case, published in the Adveriser-Republican and the Anne Arundel Examiner, two newspapers published weekly at Annapolis, Maryland, he did attend in person at the Court House door in the City of Annapolis, Maryland, on Saturday, December 18, 1909, at about 11 o'clock A. M. and then and there did offer at public sale the two pieces of property set out in the advertisement, a copy of which is herewith filed, and sold the same at public auction as follows:-

The first tract consisting of six acres with improvements thereon he sold to William H. Molden, at and for the sum of Four Hundred Dollars ($400.) he being then and there the highest bidder therefor.

The second tract consisting of twelve acres without improvements he sold to John W. Molden at and for the sum of Two Hundred Dollars, ($200.) he being then and there the highest bidder therefor.

And the Trustee further reports that at the time of the advertisement of the said sale he did give notice to creditors of William Molden, deceased, to file their claims duly probated as required by the said decree, and the Trustee files herewith a copy of the advertisement of said sale and of said Notice to creditors, and certificate of the Auctioneer as to the said sale.

All of which is respectfully submitted.

James M. Munroe, Trustee.

State of Maryland, Anne Arundel County, To Wit:-

I hereby certify that on this 21st day of December, in the year nineteen hundred and nine, before me the subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared the above named James M. Munroe, Trustee, and made oath in due form of law that the matters and things set forth in the aforegoing Report of sale are true as therein stated and that the said sale was fairly made according to the best of his knowledge and belief.

Wm. N. Woodward, Deputy Clerk.

Advertisement of Sale. -- Wilson T. Weems, Auctiioeer, Shady Side, Md.

Public Sale of valuable Tract of Land in the Eighth Election District of Anne Arundel County,Md.

By virtue of a decree of the Circuit Court for Anne Arundel County, passed on the fifteenth day of November, in the year 1909,by the Circuit Court for Anne Arundel County, in a cause in said Court depending, wherein John W. Molden and William H. Molden were plaintiffs and Elizabeth Molden and others were defendants, the same being No. 3181 Equity in said Court, I will offer to public sale at the Court House door in the City of Annapolis, Md., on Saturday, December 18, '09, at 11 o'clock, A. M., all those eighteen acres of land, situate in the Eighth Election District of Anne Arundel county, of which William Molden died, seized and possessed, situate on the public road leading from Sudley to Shady Side.

The property will be offered in two parcels as follows:-

First:-- All that tract of six acres lying on the west side of the aforesaid public road, improved by a Dwelling House and Stable.

Second:- All that tract of twelve acres of land lying on the East side of the said public

road, whereon are no improvements.

Terms of Sale:- Cash on ratification of sale. A deposit of $50 will be required of each purchaser on the day of sale. For further particulars apply to the undersigned.

James M. Munroe, Trustee.

Annapolis, Md.

Notice to Creditors.

The Creditors of William Molden, deceased, are hereby notified to file with the Clerk of the Circuit Court for Anne Arundel county, their claims, if any they have, duly probated within thirty days from the eighteenth day of December, 1909.

James M. Munroe, Trustee.

Annapolis, Maryland, December 18, 1909.

I have this day sold at public auction at the Court House Door in the City of Annapolis, Maryland, the property first described in the annexed advertisement consisting of 6 acres with improvements thereon at and for the sum of Four Hundred Dollars ($400.) to William H. Molden, he being then and there the highest bidder therefor, and I have also this day sold as aforesaid the tract of land secondly described in the annexed advertisement, consisting of 12 acres without improvements, at and for the sum of $200. to John W. Molden, he being then and there the highest bidder therefor.

Wilson T. Weems, Auct.

ORDER NISI

Ordered, this 21st day of December, 1909, That the sale of the property mentioned in these proceedings made and reported by James M. Munroe, Trustee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 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.

The report states the amount of sales to be $600.00

Geo. Wells, Clerk.

Office of The Advertiser-Republican. Annapolis, Md., Jan. 24, 1910

I hereby certify that the annexed Order Nisi in the matter of Molden v Molden No. 3181 Equity was published in the City of Annapolis, once a week for Three successive weeks before the 22nd day of January, 1910. The first insertion being made the 23rd day of December, 1909

W. M. Holladay, Publisher.

Per F. O. White, Sr.

Ordered By The Court, This 25--day of January, 1910 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 is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Jas R. Brashears.

Auditor's Report and Account and Agreement for immediate Ratification - Filed 7th March,1910

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them has stated the within account in which, after allowing trustee's commissions and the costs as taxed by the Clerk and taxes in arrear, he has then allowed to

the widow Elizabeth Moulden seventy five dollars per agreement of parties filed and to Jacob Cutchimber, surviving husband of Elizabeth Moulden, a daughter, the proportion allowed by rule of Court according to age, and the balance he has distributed to the parties entitled. No claims have been filed against the estate of the decedent, although Notice to Creditors appears to have been given as required by the Decree.

All of which is respectfully submitted.

James W. Owens, Auditor.

Dr. The Estate of William Moulden, in ac. with James M. Munroe, Trustee.

Dec. 18, 1909

To Trustee for commissions	$	$ 39.00
To Trustee for Costs:		
Solicitors appearance fee	10.00	
Clerk of Court	20.95	
Sheriff of St. Marys' Co.	0.45	
Examiner (F. H. S.)	4.00	
Stenographer (E. L.)	3.50	
Guardian ad Litem (T. B.)	4.00	
Copies as Exhibits (J.M.M.)	2.75	45.65
Auditor		9.00
To Trustee for Expenses.		
Advertising Sale, Advertiser-Republican	5.00	
Examiner	5.00	
Order of Public. to non-resid't Advertiser-Republican	5.00	
Notary Public for acknowledgements of Answers	0.60	
Justice of Peace for Acknowledgements of Answers	2.70	18.30
To State and County Taxes 1907	6.05	
1908	6.65	12.70
To Allowance to widow Elizabeth Moulden per agreement	75.00	75.00
To Balance for distribution		400.35
		$600.00

Distribution

By amount for distribution

To share of John W. Moulden 1/7		$57.19
" " " Wm. H. Moulden 1/7		57.19
" " " Rich'd E. Moulden 1/7		57.19
" " " Joseph Moulden 1/7		57.19
" " " Jacob Moulden 1/7		57.19
" " " Georgianna Alton 1/7		57.19
To the heirs of Elizabeth Cutchimber 1/7	$57.21	
Distributed as follows		
To Jacob Cutchimber husband 45 to 55 2/17		6.73 *
Mary Ellen Taylor a daughter 1/2 of balance		25.24
Ida Elizabeth Cutchimber " "		25.24
		$400.35

* N.B. In this case all claims and distribution shares are paid, except $6.73 audited to Jacob Cutchimber whose whereabouts are unknown. (J.M.M. Trustee).

Cr. Dec. 18, 1909 By proceeds of Sale as per trustees report $600.00

We hereby agree to the immediate ratification of the Auditor's Account filed in this case on the seventh day of March, nineteen hundred and ten.

Test:

As to John W. Molden

William H. Molden, Richard E.

Molden, Jacob Molden and

Joseph Molden,

Elizabeth Leatherbury.

John W. Molden

William H. Moulden

Richard his X mark E. Molden

Jacob his X mark Molden

Joseph his X mark Molden

Georgiana her X mark Alton

Test: As to Georgiana Alton

Witness: Thos. L. Ford.

Thos Basil

Guardian ad Litem.

Jas. M. Munroe, Trustee.

ORDER

Ordered By The Court, this day 17 of March 1910, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, the parties interested having assented to in writing, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Jas. R. Brashears.

Agreement to pay widow $75. -- Affidavit.

Agreement for immediate ratification of Auditor's a/c.

The undersigned children of Elizabeth Molden do hereby agree, in consideration of her consenting to the sale of the real estate left by our father, William Molden, that she shall have Seventy-five dollars ($75.) in cash out of the proceeds of said sale before any division of the balance of the money is made amongst the heirs at law.

Test:

As to John W. Molden, William W.

Molden, Richard E. Molden, Jacob

Molden and Joseph Molden.

Elizabeth Leatherbury.

Test:

As to Georgiana Alton

John W. Crandell

John W. Molden

William H. Moulden

Richard E. his X mark Molden

Jacob his X mark Molden

Joseph his X mark Molden

Georgiana her X mark Alton

I hereby certify that on this first day of March in the year nineteen hundred and ten, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared John W. Molden, one of the plaintiffs in the above entitled case and made oath in due form of law that according to the best of his knowledge and belief Jacob Cutchimber, if alive, is about forty-five years of age.

Witness my hand and notarial seal.

(Notarial Seal) Elizabeth Leatherbury

Notary Public.

Blanche W. Cecil : No. 7985 Equity.

VS. : In The Circuit Court for

Rudolphus Hall and Cansie Hall, his wife,: Anne Arundel County.

also known as Rodolphus Hall and Camsa

Hall, his wife.

Bill of Complaint and Exhibits, 1-2-3. --Filed May 14th.,1940.

Mr. Clerk:

Please docket this suit, file exhibits and issue for the defendants.

Marvin I. Anderson,

Filed May 14th.,1940 Solicitor for Complainants.

To The Honorable, The Judges of Said Court:

The Bill of Complaint of Blanche W. Cecil respectfully shows:

1. That by deed dated November 7, 1928, acknowledged November 7, 1928, delivered August 7, 1929 and recorded August 8, 1929, among the Land Records of Anne Arundel County in Liber F.S.R. No. 54, folio 355, your Complainant conveyed to the respondents two contiguous tracts of land, situate, lying and being in the Third Election District, Anne Arundel County, Maryland, containing in the aggregate 47 3/8 acres of land, more or less, the original deed of which is filed herewith, marked Complainant's Exhibit No. 1 and is prayed to be taken as a part hereof.

2. That by mortgage dated November 7, 1928, acknowledged August 7, 1929, delivered August 7, 1929 and recorded Aug. 8, 1929 among the Land Records of Anne Arundel County in Liber F. S. R. No. 54, folio 356, the respondents mortgaged to your Complainant, the said property for the sum of Twenty-six Hundred ($2600.00) Dollars, as part of the purchase price, payable five (5) years after date, with interest at 6% per annum, principal and interest being payable in installments of One Hundred fifty ($150.00) Dollars on the 31st day of July and October in each year, until paid, to be applied first to the payment of interest at 6% on the amount of principal remaining unpaid and the balance to be credited on the principal.

3. That thereafter, the aforesaid mortgage being in default, said Blanche W. Cecil assigned same to Marvin I. Anderson for the purpose of foreclosure and on November 6, 1933, said foreclosure case was docketed and is known as No. 6647 Equity, in the Circuit Court for Anne Arundel County, "In the Matter of the Sale of the Mortgaged Real Estate of Rudolphus Hall and Cansie or Camsa Hall, his wife," and the property therein described as sold to Blanche W. Cecil on December 5, 1933; that the foreclosure proceedings are filed herein as Complainant's Exhibit No.2 and is prayed to be taken as a part hereof.

4. That by deed dated February 20, 1934 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 116, folio 449, Marvin I. Anderson, Assignee as hereinbefore recited, conveyed the property to Blanche W. Cecil, said deed being filed herewith as Complainant's Exhibit No. 3 and is prayed to be taken as a part hereof.

5. That by virtue of the proceedings above referred to, your Complainant has legal title to said property and is, and has been in possession of said property since the date of said deed, without interference and has conveyed out of said property, a number of lots to purchasers during the years of 1936-1937-1938 and 1939.

6. That recently a mortgagee of one of the lots conveyed as aforesaid by your Complainant, required a confirmatory deed from the respondents herein and gave as the reason, that the mort-

gage was recorded more than six months after its date and that there may be some question as to whether your Complainant has a good and sufficient title.

7. That said mortgage, although recorded more than six months after the date in the beginning of the mortgage, was in fact recorded one day after the date of its acknowledgment and to delivery and your Complainant, therefor, says that she does have a good and sufficient title, both at law and in equity, but owing to the condition of the records, she is afraid that she may be harassed by suits, in regard to her title, by persons setting up unjust and illegal pretensions, which may disturb her possession and seriously reduce the value of her property.

8. That the Complainant has no adequate remedy at law and without the intervention of this Court, she may be harassed and put to much expense, as a result of unjust litigation, demands and confirmatory deeds regarding the title to her property.

To the End Therefore,

1. That a decree may be passed declaring that the said Blanche W. Cecil obtain all of the right, title, interest and estate, both at law and in equity of the said respondents and of those claiming by, through or under them in and to all of the property in said mortgage described.

2. That the respondents, their heirs, executors and assigns may be perpetually enjoined from asserting any claims of ownership to the property herein described ans referred to.

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

May it please your Honor to grant unto your Oratrix the writ of subpoena, directed to the said Rudolphus Hall and Cansie Hall, his wife, Marley, Maryland, demanding them to be and appear in this Court on some certain day to be named therein, either in person or by solicitor, to answer the premises and abide by and perform such decree or decrees as may be passed therein.

Marvin I. Anderson
Solicitor for Complainant.

Blanche W. Cecil,
Complainant.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 13th day of May, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Blanche W. Cecil,and she made oath in due form of law that the matters and facts herein stated are true to the best of her knowledge and belief.

As Witness my hand and seal Notarial.

(Notarial Seal) Geneva H. Anderson,
Notary Public.

Complainant's Exhibit No. 1 -- Filed May 14th., 1940.

This Deed made this seventh day of November in the year Nineteen hundred and twenty eight by Blanche W. Cecil, widow, of the first part and Rudolphus Hall and Cansie Hall, his wife, of the second part, all of Anne Arundel County, in the State of Maryland, Witnesseth:

That for and in consideration of the sum of Ten dollars, current money, in hand paid by the said parties of the second part to the said party 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 Blanche W. Cecil, has bargained and sold and by these presents does grant and convey unto the said Rudolphus

Hall, his wife, as tenants by the entireties, their heirs and assigns, in fee simple; All those two tracts of land situate, lying and being in the Third Election District of Anne Arundel County aforesaid, containing in the aggregate forty-seven and three eights acres of land, more or less, and being the same property secondly described in a deed to the Blanche W. Cecil from Nicholas H. Green, Assignee, dated on the twenty-third day of May in the year Nineteen hundred and twenty eight and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 35 folio 113.

Together with the buildings and improvements there upon 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 Rudolphus Hall and Cansie Hall, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

And the said party of the first part covenants that she will warrant specially the title to the property hereby conveyed and that she will execute such other and further assurances thereof as may be requisite.

Witness the hand and seal of the above named grantor on the day and in the year first above written.

Test:

Myrtle Sturm — Blanche W. Cecil. (Seal)

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this seventh day of November in the year Nineteen hundred and twenty eight before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Blanche W. Cecil and she acknowledged the aforegoing deed to be her act and deed.

Witness my hand and seal Notarial,

(Notarial Seal) Myrtle Sturm,
Notary Public.

Exhibit No. 2 is Equity case No. 6647 and is recorded in Liber F. S. R. No. 22 folio 382 etc. Equity Records.

John H. Hopkins, 3rd., Clerk.

Complainant's Exhibit No. 3 -- Filed May 14th., 1940.

(Revenue Stamp $1.00)

This Deed made this 20th day of February, in the year Nineteen hundred and thirty-four, by Marvin I. Anderson, Assignee under a mortgage, as hereinafter set forth.

Whereas, at a public sale made on the made on the 5th day of December, 1933, by the said Marvin I. Anderson, in pursuance of the special power and authority vested in him as Assignee in and by a certain mortgage from Rudolphus Hall and Cansie Hall, his wife, to Blanche W. Cecil, bearing date the 7th day of November, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 54, folio 356, which sale was made after default had occurred under said mortgage, and after due public notice of sale, and after bond had been filed in the Circuit Court for Anne Arundel County, the tracts of land premises hereinafter described, being the property by said mortgage conveyed, was sold to Blanche W. Cecil, who was then and there the

highest bidder, at and for the sum of One thousand ($1000.00) Dollars and the said having been duly reported to and ratified by the said Court, and the purchase, money, paid as is hereby acknowledged, all of which will appear by reference to the proceedings in a case entitled "In the Matter of the Sale of the Mortgaged Real Estate of Rudolphus Hall and Cansie or Camsa Hall, his wife," No. 6647 Equity, the said Marvin I. Anderson is in law duly authorized to execute a deed for the property to the purchaser.

Now Therefore This Deed Witnessetn, That the said Marvin I. Anderson, Assignee, in consideration of the premises and the sum of Five ($5.00) Dollars, to him by the grantee paid, in execution of the power and authority in/vested (him) by the said mortgage, doth grant and convey unto the said Blanche W. Cecil, all the right, title and interest of the said Rudolphus Hall and Cansie or Camsa Hall, his wife, or of those claiming by, from, or under them, in and to All those two tracts of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, containing in the aggregate forty-seven and three-eighths acres of land more or less, which was conveyed to the said Rudolphus Hall and Cansie Hall, his wife, by Blanche W. Cecil, by deed dated the seventh day of November, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 54, folio 355.

Together with the improvements thereon, and the rights and appurtenances thereto belonging or in anywise appertaining.

To Have And To Hold the above granted property unto the said Blanche W. Cecil, her heirs and assigns, forever, in fee simple.

As witness my hand and seal on the day and year first above written.

Test: Marvin I. Anderson (Seal)

Thomas O. Gott. Assignee.

State of Maryland, Anne Arundel County, To Wit:-

I hereby certify that on this 20th day of February, 1934, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, Assignee, as aforesaid, and acknowledged the aforegoing deed to be his act.

As witness my hand and seal Notarial.

(Notarial Seal) Thomas O. Gott,

Notary Public.

Petition for Decree Pro Confesso -- Filed June 21st., 1940. Order June 24, 1940.

To The Honorable, The Judges of Said Court:

The Petition of Blanche W. Cecil, Plaintiff in this case, respectfully shows:-

That on May 14, 1940, your petitioner filed a Bill of Complaint against the defendants, praying that a decree be passed declaring that the complain/ant obtained all of the right, title and interest in and to certain property described therein, for a permanent injunction and for other relief.

That the defendants in this case were duly summoned and have failed to file an answer although the time for so doing has expired.

Wherefore your petitioner prays:

That a decree may be passed declaring the plaintiff to be entitled to relief in the premises and a Decree Pro Confesso entered against the defendants.

And as in duty bound, etc.

Marvin I. Anderson,
Solicitor for Petitioner.

ORDER OF COURT

The Defendants having been duly summoned to appear to the Bill of Complaint and having appeared to the Bill of Complaint, but failed to file their answer thereto, it is thereupon this 24th day of June, 1940, by the Circuit Court of Anne Arundel County, Adjudged, Ordered and Decreed that the Plaintiff is entitled to relief in the premises, and that the Bill of Complaint be and is hereby taken Pro Confesso against said defendants.

Ridgely P. Melvin, A.J.

Answer -- Filed June 25th., 1940.

To The Honorable, The Judges of Said Court:

The Answer of Rudolphus Hall and Cansie Hall, his wife, also known as Rodolphus Hall and Camsa Hall, his wife, by James E. Tippett, their Attorney, in answer to the Bill of Complaint filed against them in these proceedings, respectfully shows:

1. That they admit all of the allegations of said Bill of Complaint and consent to the passage of such a decree as the Court may deem proper.

And as in duty bound, etc.

Jas. E. Tippett,

Attorney for Defendants.

Decree, -- Filed June 25th., 1940.

This cause standing ready for hearing and having been submitted, the proceedings were read and considered.

It is thereupon, this 25th day of June, 1940, Adjudged, Ordered and Decreed by the Circuit Court for Anne Arundel County, that Blanche W. Cecil acquired by virture of the foreclosure proceedings known as No. 6647 Equity, in the Circuit Court for Anne Arundel County, "In the Matter of the Sale of the Mortgaged Real Estate of Rudolphus Hall and Camsa Hall, his wife, "all the right, title,interest and estate of the said Halls and all parties claiming by, from or under them, in and to property in said mortgage described. And it is further Adjudged, Ordered And Decreed that the said Rudolphus Hall and Cansie Hall, his wife, also known as Rodolphus Hall and Camsa Hall, his wife, their heirs, personal representatives and assigns be and they are hereby perpetually injoined from asserting any claims of ownership to the property described and referred to in the mortgage mentioned in these proceedings.

It is further Adjudged, Ordered And Decreed that the Plaintiff pay the cost of these proceedings.

Ridgely P. Melvin, A.J.

In The Matter : No. 7988 Equity.

of : In the Circuit Court for

Change of Name. : Anne Arundel County.

Petition --Filed May 31st., 1940.

To The Honorable, The Judge of Said Court:

The petition of Arthur Paul Orange respectfully represents:

1. That he resides at the United States Naval Hospital, Annapolis, Maryland, and is twenty-two (22) years of age.

2. That he desires that his name Arthur Paul Orange shall be changed to Robert Arthur Paul Courtney, for the reason that ever since young boyhood the surname of Orange has had a peculiar psychological effect upon him; that this name, for some unexplainable reason, has actually resulted in an inferiority complex, that somehow he cannot shake off; that he feels the foregoing change of name will have the desired corrective effect, and will result in a new consciousness.

3. That the foregoing reasons constitute the whole and only purpose of this petition.

Wherefore, your petitioner prays that his name may be changed to Robert Arthur Paul Courtney.

Linwood L. Clark,

Solicitor for Petitioner.

Ef

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 29th day of May, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared the above named Arthur Paul Orange, and made oath in due form of law that the matter and facts in the aforegoing petition are true to the best of his knowledge and belief.

(Notarial Seal) Rebecca Clatanoff,

Notary Public.

ORDER

Upon consideration of the aforegoing petition and affidavit, it is this 31st day of May, 1940, by the Circuit Court of Anne Arundel County, Maryland, ajudged, ordered and decreed that the name of Arthur Paul Orange of the City of Annapolis Maryland, be, and it is hereby, changed from Arthur Paul Orange to Robert Arthur Paul Courtney, 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	:	No. 8026 Equity.
In the matter of the petition of--	:	In The Circuit Court for
Edward Sniegowski, Frances P. Sniegowski, his	:	Anne Arundel County.
wife and Edward R. Sniegowski and Frank R.	:	
Sniegowski, infants for change of name.	:	

Petition. -- Filed June 18th., 1940.

To The Honorable, The Judge of Said Court:

The petition of Edward Sniegowski and Frances P. Sniegowski, his wife, respectfully represents:

1. That they reside at Ridge Road, Hanover, Anne Arundel County, Maryland and that they are the parents of Edward R. Sniegowski and Frank R. Sniegowski, infants and they are filing this petition for themselves and on behalf of the said Edward R. Sniegowski and Frank R. Sniegowski, their infant children.

2. That they desire their names changed from Edward Sniegowski to Edward Adams, Frances P. Sniegowski to Frances P. Adams, Edward R. Sniegowski to Edward R. Adams and Frank R. Sniegowski to Frank R. Adams, by which name they have been and are known, for the reasons that the name of Adams is more euphonious, easier spelled and pronounced and more American and therefore better adapted and suited for business and social purposes in this Country.

Your petitioners therefore pray that their names be changed as herein set forth.

Edward Sniegowski
Frances P. Sniegowski
Petitioners.

David S. Kaufman,
Solicitor for Petitioners.

State of Maryland, Baltimore City, To Wit:

This is to certify, that on this 15th day of June, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared, Edward Sniegowski and Frances P. Sniegowski, his wife, the above named petitioners, and made oath in due form of law that the matters and facts as set forth in the above named petition are true to the best of their knowledge, information and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) Jacob Kaufman,
Notary Public.

DECREE

Upon consideration of the aforegoing petition and affidavit, it is this 18th day of June, 1940, by the Circuit Court for Anne Arundel County in Equity.

Adjudged, Ordered and Decreed that the name of Edward Sniegowski of Anne Arundel County be, and it is hereby changed from Edward Sniegowski to Edward Adams; that the name of Frances P. Sniegowski of said county, be, and it is hereby changed from Frances P. Sniegowski to Frances P. Adams; that the name of Edward R. Sniegowski of said county be, and it is hereby changed from Edward R. Sniegowski to Edward R. Adams; and that the name of Frank R. Sniegowski of said county be, and it is hereby changed from Frank R. Sniegowski to Frank R. Adams, as is prayed in said petition.

And it is further ordered that the said petitioners pay the costs of these proceedings, to be taxed by the Clerk.

Ridgely P. Melvin, Judge.

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Peter Hahn, and Mary Hahn, his wife,	:	No. 8029 Equity.
Plaintiffs,	:	In The Circuit Court for
vs.	:	Anne Arundel County.
Carl F. W. Ganter, and Adelene S. Ganter, his	:	
wife, and Edward Ernest Hahn, and Frances	:	
Virginia Hahn, his wife, Defendants.	:	

Mr. Clerk:

Please file.

Jno. S. Strahorn,
Solicitor.

Filed June 24th., 1940.

To The Honorable, the Judge of the said Court.

The petition of Peter Hahn and Mary Hahn, his wife, the above named plaintiffs, respectfully shows unto your Honor:

1. That they are residents of Anne Arundel County, Maryland, residing in the Third Election District of said county, on or near the north side of the Mountain Road leading from Lipin's Corner to Gibson Island, where they have so resided and owned real and personal property for upwards of sixty (60) years.

2. That they have legal title to the following properties, some portion of which however have been heretofore conveyed away, to-wit:-

(a) A tract of land abutting on the north side of the said Mountain Road, conveyed to the said Peter Hahn (a one half interest) by Joseph A. Clark, Trustee, by deed dated the fifth day of February, 1919, and recorded among the land records of said county in Liber W. N. W. No. 6 folio 289; and second (the remaining one half interest) by Frederick Hahn et al, heirs at law of Edward Hahn, deceased, by their deed dated August 12, 1926, recorded in Liber F.S.R. No. 8, folio 306, 310, and containing 112 1/2 acres of land, more or less.

(b) A Tract of land containing 101 acres, more or less, being the first tract described by metes and bounds couses and distances in deed from Fredericke Wright, widow, to John Hahn and Doretha Hahn, dated February 21, 1884, and duly recorded in Liber S. H. No. 23, folio 163; and abutting on the west on the middle of the old road leading into Patapsco Neck, also known as the Marley Neck Road, (See O. B. D. 1, 289, for will of Doretha Hahn, December 31, 1907, and F. S. R. 8, folio 306, 308-309.)

(c) A tract of land lying between the next above tract of 101 acres and the said Mountain Road, and abutting on the west on the middle of the said Patapsco Neck or Marley Neck Road, for a distance of 81 feet more or less, and containing 0.707 acres of land, more or less; and being the identical property conveyed to these plaintiffs, in trade, by the County Commissioners of Anne Arundel County, by deed dated the 1st day of February, 1938, and recorded, on the 25th day of May, 1940, among the said land records.

3. That in addition to the said three tracts of land shown in paragraph two (2) hereof, these plaintiffs have, for more than fifty years, exercised, openly, uninterruptedly, notoriously, continuously and to the exclusion of all others, all the rights of possession and ownership over a triangular strip of land, lying between the tract "a" shown in paragraph 2 hereof, and the said two tracts, "b" and "c" shown in said last mentioned paragraph, and based, at the south side thereof, on the said Mountain Road, for a distance of 616 feet, more or less; the said triangular strip abutting, on the east, on the said Patapsco Neck Road,

and on the west or northwest side thereof abutting on the said 112½ acre tract first shown in paragraph 2 hereof; the said triangular strip containing 4.276 acres of land, more or less, as laid down on plat thereof, made by J. Revell Carr, Surveyor, in May, 1940, filed herewith as a part hereof and marked Complainants' Exhibit No. 1; and which said plat shows a tract of one acre, more or less, facing on the said Patapsco Neck Road, heretofore conveyed out of the said 4.276 acre tract by these complainants, to the defendants, Edward Ernest Hahn and wife, by deed dated the 4th day of February, 1927, and recorded in Liber F. S. R. No. 8, 312; the original of which said deed is filed herewith as a further part hereof, and marked Complainants' Exhibit No. 2; and in like manner, said plat, Exhibit 1, shows a smaller triangular strip, lying in the southwest corner of the said 4.276 acre tract, containing 7,361.64 square feet of land more or less, bounded by the east border line of the said 112½ acre tract, and by the new Bats Hill public road forty feet wide and the said Mountain Road; which said smaller triangular tract has been purchased, along with the adjoining portion of the said 112½ acre tract, by the said Carl F. W. Ganter and Adelene S. Ganter, under a contract of sale and purchase with these complainants, dated the 11th day of April, 1940, copy of which said contract of sale and purchase is filed herewith as a further part hereof for particularity, and marked Complainants' Exhibit No. 3. And your complainants further show, that on the 15th day of June, 1940, they executed and delivered, to the County Commissioners of Anne Arundel County, a deed for the said forty foot wide new Bats Hill road, shown on said plat, Exhibit No. 1, as a thirty foot wide road.

4. That your petitioners are unable to find any other party or parties, other than the said Edward E. Hahn and wife, the said Carl F. W. Ganter and wife, and the said County Commissioners, having any interest in the said 4.276 acre tract of land shown in paragraph three hereof; and they further show, that at no time during their said use and ownership thereof as hereinabove shown, have any other persons in any manner claimed any rights therein.

To The End, Therefore;

1. That a decree may be passed herein by this Honorable Court, declaring the title to said whole 4.276 acre tract to be in your complainants through adverse possession thereof for more than 20 years, including the said smaller triangular strip in the southwest corner thereof, and as well, the one acre portion laid down on said plat and facing on the said Patapsco Neck Road, so sold to the defendants Edward E. Hahn and wife; to the end, that record title in this Court may be shown in your complainants in the said 4.276 acre tract; Subject, Nevertheless, to all the rights of the said Edward E. Hahn and wife and the County Commissioners of Anne Arundel County, and of the said Carl F. W. Ganter and wife, as herein shown.

2. That the testimony of your complainants may be had and perpetuated herein, they being, as will be shown in the said testimony, far advanced in life.

3. That your complainants may such other and further relief in the premises as their cause and equity may require.

May It Please Your Honor, to grant unto your complainants the writ of subpoena, directed to the said Edward Ernest Hahn and wife, and the said Carl F. W. Ganter and wife, commanding them and each of them to be and appear in this court, in person or by solicitor, on or before a certain day to be therein named, and answer the prmises, and abide by and perform such decree as may be passed herein.

And they will ever pray, etc.

Jno. S. Strahorn,

Solicitor for Complainants.

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State of Maryland, Anne Arundel County, Sct;

I hereby certify, that on this 22nd day of June, 1940, before me, the subscriber, a Notary Public of the said State, in and for the said County, personally appeared the above named Peter Hahn and Mary Hahn, his wife, and each made oath in due form of law that the matters and facts set out and alleged in the foregoing bill of complaint are true as therein stated, to the best of their knowledge, information and belief.

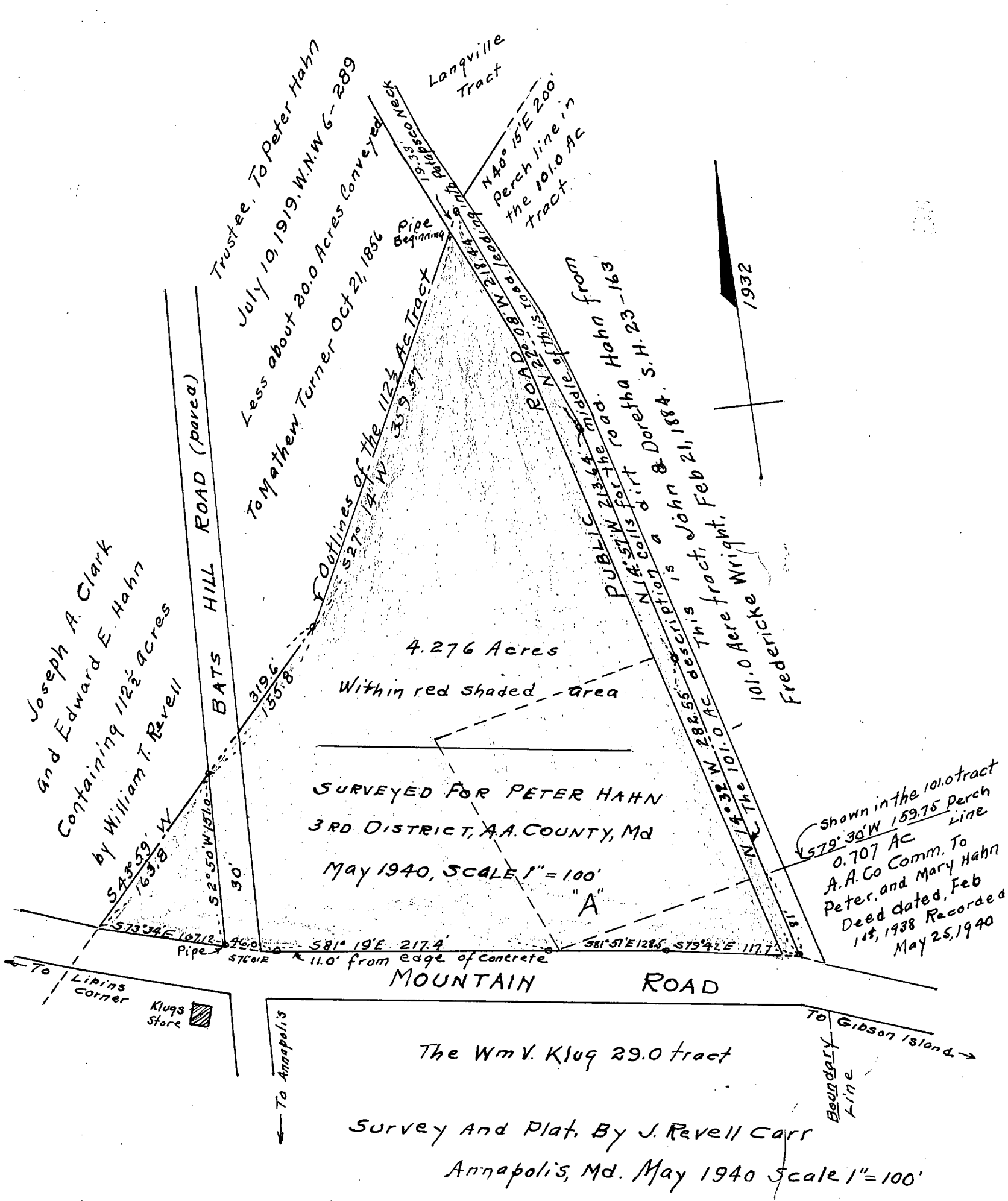
Witness my hand and Notarial Seal.

(Notarial Seal) Clemence C. Burwell

Notary Public.

Complainants Exh. No. 1 -- Filed June 24th., 1940.

Plat



Survey And Plat. By J. Revell Carr

Annapolis, Md. May 1940 Scale 1"=100'

Complainant's Exhibit No. 2 -- Filed June 24th., 1940

This Deed, Made this Fourth day of February, in the year one thousand nine hundred and twenty-seven, by Peter Hahn and Mary Hahn, his wife, of Anne Arundel County, in the State of Maryland, parties of the first part - Grantors - and Edward Ernest Hahn and Frances Virginia Hahn, his wife, of said County and State, parties of the second part Grantees.

Witnesseth that in consideration of the sum of five dollars and of other good and valuable considerations, the receipt of which is hereby acknowledged, the said Grantors do grant and convey unto said Grantees, their heirs and assigns, in fee-simple, all that lot of ground situate, lying and being in the Third District of Anne Arundel County, in the State of Maryland, and described as follows, that is to say:

Beginning for the same at a point on the north side of the "Mountain Road", said point of beginning being a point on the south seventy-seven and one-half west one hundred and fifty-nine and three-quarters perch line of the conveyance from Wright to Hahn as recorded in Liber S. H. No. 23, folio 163, etc; thence with said line reversely north seventy-nine degrees east one hundred and ninety-three and three tenths feet to the southwest side of the New County Road to Curtis Bay; thence leaving the outlines and with said side of said Road north sixteen degrees two minutes west two hundred and eight and seven-tenths feet; thence leaving said Road south seventy-nine degrees west two hundred and eight and seven-tenths feet; thence south fifteen degrees ten minutes east two hundred and two and four-tenths feet to the said north side of said "Mountain Road"; thence with said Road south eighty-two degrees twenty-seven minutes east twenty feet to the place of beginning.

Containing one acre, more or less, according to a survey and plat of same by Edward Hall, Jr., Surveyor, January, 1927.

Said lot being part of the first mentioned tract of land in said conveyance from Wright to Hahn; and see also a deed dated August 12th, 1926, from Frederick Hahn, et al, to Peter Hahn, which deed is intended to be recorded prior hereto.

Together, with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in any wise appertaining.

To have and to hold the said lot of ground and premises; above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Edward Ernest Hahn and Frances Virginia Hahn, his wife, their heirs and assigns forever, 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 further assurances of said property as may be requisite

Witness the hands and seals of said grantors:

Test:
William F. Podlich

Peter Hahn (Seal)
Mary Hahn (Seal)

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this Fourth day of February, in the year one thousand nine hundred and twenty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Peter Hahn and Mary Hahn,his

wife, and acknowledged the foregoing deed to be their act.

As witness my hand and Notarial Seal:

(Notarial Seal) William F. Podlich

Notary Public.

Complainants Exhibit No. 3 -- Filed June 24th., 1940. (Copy)

Received of Carl F. W. Ganter and Adelene S. Ganter, his wife, the sum of Ten Dollars ($10.00) as part payment towards the purchase of the following described real estate: All the land bordering along Mountain Road, running east from the Ganter property to Battshill Road and extending north for approximately two acres in order to secure a straight line on the north side to extend the Ganter property over to Battshill Road (the exact acreage of ground to be determined by a survey), which is hereby bargained and sold to the said Carl F. W. Ganter and Adelene S. Ganter, his wife, by us, our heirs and assigns, for the sum of $100.00 per acre for land bordering on Mountain Road, and Seventy-Five Dollars ($75.00) per acre for the remaining land.

The balance shall be paid upon delivery of a good and sufficient warranty deed of conveyance for the same within 90 days from this date, or as much sooner thereafter as the deed is ready for delivery, after the title has been examined and found good, free from judgments, taxes to date, etc.

Should the title to the property not prove good, then this $10.00 shall be refunded; but should the said Carl F. W. Ganter and Adelene S. Ganter, his wife, fail to perform this contract on their part promptly at the time and in the manner above specified, then the above $10.00 shall be forfeited by Carl F. W. Ganter and Adelene S. Ganter, his wife, as liquidated damages, and the above contract shall become null and void.

Dated this eleventh day of April in the year 1940.

Witness: (Signed) Peter Hahn (Seal)

(Signed) Mrs. Bertha Hahn

(Signed) Carl F. W. Ganter. (Signed) Mary Hahn (Seal)

Answer of all defendants -- Filed June 28th., 1940

To the Honorable, the Judge of the said Court:

The answer of Carl F, W. Ganter, Adelene S. Ganter, his wife, and Edward E. Hahn, and Frances V. Hahn, his wife, the above named defendants, respectfully shows:

That they admit the matters and facts set out and alleged in the bill of complaint filed herein against them, and consent to the passage of such decree in the premises as to the Court may seem right and proper.

And having answered said bill of complaint so far as they are advised it is necessary for them so to answer, they pray to be hence dismissed with their reasonable costs.

John S. Strahorn,

Solicitor for Defendants.

Testimony on behalf of the Plaintiffs and Exhibits -- Filed July 3rd., 1940.

Testimony on behalf of the Plaintiff, June 29th, 1940.

Present:-

Mr. John S. Strahorn, Solicitor for Plaintiffs.

Defendants' waiver of testimony, and signatures see in back hereof.

Mr. Emanuel Klawans, Examiner.

Juliet D. Strahorn, Court Stenographer.

Agreement to waive signatures.

Witnesses:-

Peter Hahn, ---------- 2 to 6

Mary Hahn, ---------- 7 to 11

Edward Ernest Hahn, ---------- 12 to 14

Frances Virginia Hahn, --------- 15 to 17.

Peter Hahn, a witness of lawful age, being first duly sworn, deposes and says:-

(Mr. Strahorn.)

1. State your name and residence? A. Peter Hahn, Pasadena, Md.

2. Exactly where do you live with reference to the Mountain Road?

A. On the East side of the road now Marley Road, off the Mountain Road, the road into Marley is the old Batz Road.

3. How old are you? A. I was 79 years old on Monday past.

4. How long have you lived on the farm where you now live? A. Since 1884, 56 years.

5. Who owned the farm you are now living on prior to your ownership of it?

A. Frederika Wright.

6. Who did she sell the property to? A. To my father.

7. The property came to your father and then to you after your mother's death? A. Yes.

8. Is your father living or dead? A. He is dead a long time ago.

9. Your mother also is dead? A. Yes she is dead, she died in 1916.

10. What acreage has that farm on the old Batz Hill Road on which you are now living?

A. 101 Acres, more or less.

11. I show you a map, filed as an Exhibit in these proceedings and ask the part marked in pink on a blue back ground and ask you if you know what that three cornered piece is? Where is that?

A. It's on the Mountain Road and the Batz Hill Road across the Batz Hill Road from where I am living.

12. Do you own any property on the other side of that three cornered piece? A. Yes.

13. Where did that property come from? A. Far as I know from the Swanns.

14. What was the acreage of the piece you refer to as Swanns' place?

A. Far as I can see by the deed is 92 acres.

15. What did it have in it originally, if you know? A. I don't know.

16. That lies on which side of the three cornered piece? A. On the West side.

17. How did you get title to that property, if you know?

A. Through my brother, Edward E. Hahn.

18. You and he bought it from whom? A. From Clarke as Trustee.

19. Is there any other property on the Batz Hill Road between the 101 acre piece and the Mountain Road that you have any interest in? A. Yes.

20. How did you get that piece of property?

A. I exchanged property with the County Commissioners.

21. What did you give the County Commissioners, when you got that piece in the corner of the Mountain Road and Batz Hill Road, in exchange for that?

A. Exchange of roads.

22. Where is the road you gave them in exchange for that little piece?

A. That's right in between part of the home three corner piece and Swanns'

23. It goes through the three corner piece and through Swanns' piece which you and your brother got from Clarke, as Trustee? A. Yes.

24. So that you own the property on the West of this three corner piece, and you own all the property on the East of this three corner piece? A. Yes.

25. In your Bill of Complaint you allege that you have used this three corner piece upwards of 50 to 60 years?

A. About 52 or 53 years.

26. Has anybody else ever interfered with your use of that three corner piece? A. No sir.

27. Has there been any time in that 53 years that you have not exercised all the rights of ownership over that three corner piece?

A. We always took it that it was taken off the home place and we so used it.

28. Has anybody else used it besides you? A. No.

29. Have you conveyed any part of that three corner piece away, you and your wife? A. Yes.

30. On the Plat which I have referred to there is a 1 acre piece marked off in dotted line on this Plat made by J. Revell Carr in May 1940, on the old Batz Hill Road, what is that 1 acre piece, who owns that 1 acre piece? A. My son.

31. When did he get it? A. In 1927.

32. Has he built on it? A. Yes.

33. Has he lived on it since he got it?

A. Lived on it since his house was built.

35. What is your son's name?

A. Edward Ernest Hahn and Frances Virginia Hahn, his wife.

36. They been living on that 1 acre piece in this little three corner piece since 1927?

A. Yes.

37. Did you ever hear of any one interfering with them? A. No.

38. Have they lived there peaceably? A. Far as I know.

39. How far from their house have you lived all this time?

A. About 150 yards, over across the old Batz Hill Road in the 101 acre piece

40. You would have known if anybody had interfered with them? A. Sure I would.

41. You never heard of any one interfering with their use of it? A. Not so far.

42. The road which you refer to that you gave the County Commissioners in exchange for the 7/10ths acre, across on the old Batz Hill Road, there is a little triangular piece along the West side of that?

A. Yes.

43. Have you or not sold that piece? A. Yes.

44. That is the little piece adjoining on the Southwest corner of the big triangular piece, what have you done with that piece?

A. We sold that little piece along with some other property to Mr. Carl F. W. Ganter and wife, one of the defendants in this case.

45. Who surveyed this three corner piece for you?

A. Mr. J. Revell Carr did it this year.

..... Offered in evidence the Plat of J. Revell Carr May, 1940 marked Examiner's Exhibit A.

Also original deed from Plaintiff and wife to Edward E. Hahn and wife dated February

4th, 1927, recorded F. S. R. 8, fol. 312 now marked Examiner's Exh. B.

Also Contract of Sale of to purchase between the Plaintiffs and Carl F. W. Ganter and Adelene S. Ganter his wife dated April 11th, 1940 now marked Examiner's Exh. C

46. In your Bill of Complaint you ask the Court to pass a Decree awarding this three corner piece containing 4.276 acres to you and your wife because you have held it against all others for more than twenty years, do you still want the Court to pass that Decree and give it to you and your wife in this proceeding?

A. Yes.

47. You have said you want the Court to give you title by Decree to this three corner piece?

A. Yes.

48. If the Court gives you that you don't want to take away your son's rights in it, and don't want to take away Mr. Ganter's rights in it? A. No.

49. So when the Court grants you and Mrs. Hahn a Decree granting you title to this three corner piece you want it to except the piece your son bought in 1927 and the little piece in the Southwest corner which Mr. Ganter has a Contract of Sale for?

A. Yes.

50. You also want the County Commissioners new road in there to be excepted too? A. Yes.

51. You have alleged in your Bill of Complaint that for more than fifty years you have exercised openly, uninterruptedly, notoriously and continuously and to the exclusion of all others, all the rights of possession and ownership in this piece of ground we are talking about, as shown on the plat filed, is that true or false?

A. That is true.

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

A. No.

Signature waived by agreement.

Mrs. Mary Hahn, a witness of lawful age, being first duly sworn, deposes and says.

(Strahorn.)

1. State your name and relationship to this suit?

A. Mary Hahn, I am the wife of Peter Hahn who just testified, am 73 years of age, and I am one of the Plaintiffs.

2. You have heard your husband's testimony this morning? A. Yes, I have.

3. How long have you been married? A. About fifty two years.

4. You have lived with your husband all the time? A. Yes, in the same place.

5. Where do you live?

A. I live on our 101 acre farm which came from Frederika Wright.

6. Who got it first from Frederika Wright?

A. My husband's father and mother, and after his mother's death it came to Peter Hahn, my husband.

7. You have lived there continuously since? A. Yes, continuously.

8. That farm is on what road?

A. We always call it Marley Neck Road, sometimes called old Batz Hill Road.

9. You have lived there for 52 years? A. Yes.

10. The little piece of property lying between the 101 acres and the Mountain Road, where did you get that?

A. From the County Commissioners traded it for some land for a road to go through the land.

11. I show you this Plat Exhibit filed herein you spoke of a road, can you point out the road on the map to me?

A. That is it there (indicating a 30 foot paved road in the Southwest corner of the three corner piece.)

12. What other property besides the 101 acres and the little piece you got from the County Commissioners, all facing on the old Marley Neck Creek Road do you and your husband own there?

A. The other farm, the old Swann farm.

13. Who did you get it from? A. From Clarke, Trustee.

14. About when did you get that?

A. 1919 Mr. Clarke conveyed it to him, my husband and his brother.

15. Is his brother living or dead? A. He is dead.

16. Your husband got the other half interest after his brother's death?

A. He paid the others off and he got it as his own.

17. So you own the property on two sides of the three corner piece? A.. Yes.

18. What is the third side of the three corner piece on? A. The Mountain Road.

19. So that the three corner piece is surrounded by the Mountain Road, the 101 acres and the little County Commissioner piece and Swann piece on the other side? A. Yes.

20. How many acres in that three corner piece? A. Little less than five acres.

21. During the 52 years that you have lived there with your husband who has exercised all the rights of ownership over this three corner piece?

A. Mr. Hahn and myself.

22. Has anybody else ever interfered with your use of this three corner picec?

A. No sir, nobody else ever interfered.

23. Did you ever convey any part of that three corner piece to any one?

A. Yes, to my son Edward Ernest Hahn and his wife.

24. When was that piece conveyed away to your son and his wife? A. In 1927.

25. Have they continuously occupied that one acre which you conveyed to them in 1927?

A. Yes, all the time.

26. Have you ever heard of any one interfering with them in their use of that piece? A. No.

27. Have you entered into any contract recently touching any part of that three corner piece?

A. Yes, we have a contract with Mr. Ganter and his wife to sell them a little three corner piece lying between the new Batz Hill Road and the Swann piece.

28. So you have conveyed away one acre on the East side of it by the old Marley Neck Road and you have contracted to sell a little corner piece down here in the Southwest corner to Mr. Ganter, and you have conveyed to the County Commissioners in trade for 7/10 of an acre the 40 foot road laid down on this map?

A. Yes.

29. Has anybody to your knowledge ever interfered with you and your husband in reference to this triangular piece containing little more than 4 acres? A. No, never.

30. Your son and his wife have enjoyed their one acre for thirteen years and nobody has opposed them?

A. They have enjoyed it all the time, nobody has.

31. You said you thought you owned it all the time?

A. The lady who owned it she told my father-in-law to go ahead and use it she had no deed for it, she as much as give it to us. Grandfather has been dead 55 years, I was not married when my ------ father-in-law told us when he got it.

32. You heard your father-in-law in his life time say the lady who owned it before he went down said what?

A. He went down and wanted to buy it and she said she could not sell it because she had no deed for it and he could go ahead and work it and keep it and he kept on working it all this time down to the present time.

33. And you conveyed away a piece of it in 1927 to your son and wife thinking you really owned it?

A. Yes, because nobody ever interfered about it or claimed it.

34. In your Bill of Complaint you recite that for more than fifty years you have exercised undisputed rights of ownership in that property?

A. That's true, and nobody ever interfered with us.

35. If the Court passes a Decree in this case giving you and your husband title to this three corner piece you don't want to interfere with your son's rights? A. No.

36. Nor with the rights of the County Commissioners over there, nor with the rights of Mr. Ganter you want them to have their rights without any change?

A. That's right.

37. If the Court gives you this you just want what is left after those three pieces are excepted, that is the one acre, the new road and the three corner piece in the Southwest corner?

A. That's right.

38. You do want the rest of it as laid down on that map? A. Yes.

39. You have alleged in your Bill of Complaint that for more than fifty years you have exercised openly, uninterruptedly, notoriously and continuously and to the exclusion of all others, all the rights of possession and ownership in this piece of ground we are talking about, as shown on the Plat filed; is that true or false?

A. That is true.

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

A. No.

Signature waived by agreement.

Ernest Hahn, a witness of lawful age, being first duly sworn, deposes and says:-

(Strahorn.)

1. State your name, residence and age?

A. Ernest Hahn, I live on the old Marley Neck Road and the Mountain Road between Lipins' Corner and Gibson Island, I am 49 years of age, and one of the Defendants in this case.

2. What relation are you to Peter Hahn, the Plaintiff? A. I am his son.

3. You have heard your father and mother testify this morning in this case? A. Yes.

4. How long have you known the properties that they have testified about, first, the 101 acres, second, the 7/10 of an acre, and third, the Swann property which came from Clarke,Trustee?

A. The 101 acres all my life I have known them to own it, the 7/10 of an acre piece they just got a couple of years ago from the County, and the Clarke, Trustee, piece I have known ever since my father and my Uncle, Edward Hahn bought it.

5. Is your Uncle, Edward Hahn living or dead?

A. He is dead.

6. After his death what, if anything, did your father do in regard to his one-half interest which they acquired from Clarke, Trustee?

A. He acquired it from my Uncle's heirs.

7. I show you a map made by J. Revell Carr, surveyor, in May, 1940, filed in this proceeding as Examiner's Exh. A. with a triangular strip of land based on the Mountain road and ask you if you know anything about that triangular strip marked on this map in pink?

A. Yes.

8. What do you know about the properties surrounding that three corner piece containing 4.276 acres?

A. I know that on the East is 101 acre piece, and between that 101 acre piece and the Mountain Road is the 7/10 acre they got from the County, and on the West is the piece my father and Uncle got from Clarke, Trustee.

9. Does your father own all of the property surrounding the two sides of that trangular piece?

A. He does.

10. And he has owned the piece on the West since 1919?

A. Yes, and the piece on the East since I can remember and the piece from the County in February, 1938.

11. Where, with reference to the triangular strip shown on this map as containing 4.276 acres, do you live?

A. I live on the old Marley Neck Road and the Mountain Road.

12. I show you on this map dotted lines indicating one acre of land facing on the old Marley Neck Road towards the 101 acre piece, and ask you what that one acre indicates?

A. That is my home property.

13. When did you get that one acre and from whom?

A. In 1927 from my father and mother by deed, the deed is filed as Exh. B.

14. How long have you lived on that acre piece which you got from your father and mother in 1927?

A. Ever since I got the land, I built on it.

15. Has any one ever interfered with your use of that acre piece in the 13 years you have occupied it? A. No.

16. Has any one ever told you that you had no title to it and you would have to get off?

A. No, never did.

17. Your father said no one had ever interfered with his use of that whole four plus acres, during the time you can remember that piece, for forty years, have you ever heard of any person interfering with the use of this 4.276 acres by your father?

A. No, never.

18. How has he used it, openly and notoriously?

A. He just worked it and used it as his own.

19. And no one, to your knowledge, interfered in any way with his use of that property?

A. No.

20. At the time you got the one acre from him and your mother in 1927 what did you think you were getting?

A. I thought it was his.

21. You know of your own knowledge for forty years your father has used that triangle just as if it were his own? A. Yes.

22. In the Bill filed in this case your father and mother allege that they have for more than fifty years exercised openly, uninterruptedly, notoriously and continuously, and to the exclusion of all others, all the rights of possession and ownership over this triangular strip as laid down on this plat, containing 4.276 acres. During the forty years you can remember of that period of fifty years, can you or not say that that allegation in Paragraph 3 of this Bill of Complaint of your father and mother is true or false?

A. It is true.

23. Since you purchased the one acre in 1927 have you been paying taxes on it? A. Yes.

24. You began immediately after you bought it to pay taxes and have continued to pay taxes right down to the present time?

A. Yes.

25. The property was assessed to you and your wife? A. Yes.

26. Do you know anything about the purchase of the piece by Mr. Ganter? A. Yes.

27. I direct your attention to the little three corner piece to the West of the new Batz Hill Road, adjoining the Clarke tract; what do you know about that little three corner piece?

A. I know Mr. Ganter has purchased it.

28. Do you know how your father and mother got the little piece between the 101 acres and the Mountain Road?

A. From the County Commissioners in exchange or trade for a road to cut through.

29. What road?

A. I call it the new Batz Hill Road, laid down on the plat as a paved road which goes by the little triangular piece, (indicating the Eastern boundary line of the little triangular piece sold to Ganter and wife.)

30. You want this property conveyed to your father and mother by the Court, subject to all your rights in the one acre? A. Yes.

31. So for thirteen years then you have lived on a piece of this three corner piece and exercised all the rights of ownership believing from the start that your father and mother owned it all the while and you believed you had a good title?

A. Yes.

32. Has there been any time since January, 1920, when any one has ever disputed your father's rights as owner in the whole of that three corner piece?

A. Never within forty years to my knowledge, not only 20.

33. Has he ever abandoned it at any time or has he continuously used it throughout all those years?

A. As long as I can remember he has used it continuously.

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

A. No.

Signature waived by agreement.

Frances Virginia Hahn, a witness of lawful age, being first duly sworn, deposes and says:-

(Strahorn.)

1. State your name, and relationship to this suit?

A. Frances Virginia Hahn, I am one of the defendants, and the wife of Ernest Edward Hahn who

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just testified.

2. How long have you known the Hahns, your husband's family?

A. 23 years, I was married 22 years last October.

3. Where are you living now?

A. On the acre conveyed to us by my father in law and mother in law in 1927.

4. What property is that one acre a part of?

A. The triangular strip shown on the plat which they are now claiming possession of.

5. Have you lived there continuously since you bought the property? A. Yes.

6. Has any one ever interfered with your use of that property, any one ever said you had no title, and had to get off?

A. No sir.

7. Have you ever heard anybody say to any one any such thing about that part of that triangular strip?

A. No.

8. What was your thought at the time you and your husband bought that acre from his father and mother?

A. We thought they owned it, they conveyed it to us by deed and we built the house on it, and have lived there uninterruptedly ever since.

9. If the Court awards the Hahns a Decree giving them title to the whole triangular piece you want it to be subject to the rights which you have in that acre under deed from them?

A. Yes.

10. The Hahns have alleged in their Bill of Complaint that for more than fifty years they have exercised openly, uninterruptedly, notoriously and continuously, and to the exclusion of all others, all the rights of possession and ownership over this triangular strip. You have stated you have known the Hahns for 23 years, as to that 23 years, I want you to say whether or not, during that 23 years, that allegation is true or false?

A. Its true.

11. Where did you live after you were married prior to the time you bought the one acre in 1927?

A. In a home on the 101 acre tract, and Marley Neck Road.

12. You have had opportunity for 22 years to know as much about the use of that triangular strip as anybody could know?

A. Yes, I can say positively I was sure when Mr. and Mrs. Hahn conveyed the acre to us they had title to it, they used it openly as their own all the time.

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

A. No.

Signature waived by agreement.

There being no other witnesses to be examined, no further testimony desired, this testimony is now closed and returned to the Court at request of Plaintiff's Solicitor.

Witness my hand and seal this third day of July, 1940.

Emanuel Klawans (Seal)

Examiner.

Decree July 5, 1940. -- Filed July 5th., 1940.

This case coming on to be heard, the respective parties through their solicitors of

record having submitted the same for immediate decree, and the testimony having been read and considered by the Court; and it appearing therefrom, that the plaintiffs or their grantees have- for more than fifty (50) years before the filing of this proceeding, enjoyed full, exclusive, undisturbed and adverse possession of the 4.276 acre triangular tract of land lying on the north side of the Mountain Road leading from Lipins Corner to Gibson Island in the Third Election District of Anne Arundel County; particularly shown in these proceedings on plat made by J. Revell Carr, Surveyor, in May, 1940,filed as Examiner's Exhibit A herein; said tract being bounded on the south by the said Mountain Road, on the east by the old Bats Hill or Marley Neck Road, and on the west or northwest by the property known as the Swann property, now owned by the plaintiff, Peter Hahn, conveyed to him and his brother, Edward Hahn, by Joseph A. Clark, Trustee, by deed dated July 10, 1919, and recorded among the land records of said county in Liber W. N. W. No. 6, folio 289; and it being further found from said testimony that the plaintiffs, in the year 1927, conveyed a portion thereof, containing one acre of land, more or less, and facing on the west side of the said Marley Neck Road, to two of these defendants, Edward Ernest Hahn and Frances Virginia Hahn, his wife, by deed dated the 4th day of February, 1927, and recorded among said land records in Liber F. S. R. No. 8, folio 312, filed in these proceedings as Examiner's Exhibit B with said testimony; and it further appearing to the Court, that on or about the 15th day of June, 1940, the plaintiffs conveyed a forty foot wide right of way known (and shown on said plat) as the Bats Hill paved Road (though on said plat shown to be but thirty feet wide), to the County Commissioners of said Anne Arundel County as a public road; and it further appearing from said testimony that the plaintiffs have contracted to sell, to the defendants, Carl F. W. Ganter and Adelene S. Ganter, his wife, under a contract of sale and purchase dated April 11, 1940, and filed with the said testimony as Examiner's Exhibit C, a smaller triangular tract lying in the southwest corner of the said 4.276 triangular tract so laid down on said plat; and bounded on the east by the said forty foot paved road, on the south by the said Mountain Road, and on the west or northwest by the said Swann tract.

It Is Thereupon, this 5th day of July, 1940, by the Circuit Court for Anne Arundel County, in Equity, and by the authority thereof, Adjudged, Ordered, Decreed and Declared, that the plaintiffs, Peter Hahn and Mary Hahn, his wife, are the owners in fee, through adverse possession, of the 4.276 acre triangular tract of land set out in these proceedings, and particularly shown and described on said plat thereof, filed herein, as follows:

Beginning for the same at an iron pipe set on the west side of the public road leading into Patapsco Neck, as laid down on plat made by J. Revell Carr, Surveyor, May, 1940, and filed in these proceedings; and running from thence and bounding on the east side of the property conveyed to Peter Hahn and Edward Hahn by Joseph A. Clark, Trustee, by deed dated July 10, 1919, and recorded among the land records of said county in Liber W. N. W. No. 6, folio 289, South, 27 degrees 14 minutes West, 359.57 feet; thence, and still binding on said Clark conveyance, South, 43 degrees 59 minutes West, diagonally across the forty foot new Bats Hill Road, 163.8 feet, to the north side of the Mountain Road leading from Lipins Corner to Gibson Island in the Third Election District of said county; thence South, 73 degrees 34 minutes East, and binding on the north side of said Mountain Road, 107.12 feet; thence South, 76 degrees 01 minutes East, and across said forty foot road, forty six feet; thence South, 81 degrees 19 minutes East, and binding on the north side of said Mountain Road, 217.4 feet; thence South, 81 degrees 51 minutes East, still binding on said side of said Mountain Road, 128.5 feet; thence South, 79 degrees 42

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minutes East, 105 feet more or less, to the intersection of said north side of said Mountain Road and the east side of the public dirt road leading into Patapsco Neck as shown on said plat; thence leaving said Mountain Road and running along the west side of said dirt road the three following courses and distances, to-wit: North, 14 degrees 32 minutes West, 282.55 feet; North 14 degrees 57 minutes West, 213.64 feet, and North, 22 degrees 08 minutes West, 208 feet more or less to the place of beginning, and containing 4.276 acres of land more or less, including the road-bed of said Bats Hill paved Road.

Subject, Nevertheless, to all the rights of the said Edward Ernest Hahn and Frances Virginia Hahn, his wife; the said Carl F. W. Ganter and Adelene S. Ganter, his wife, and the County Commissioners of Anne Arundel County, as shown in these proceedings, and as hereinbefore set out in this decree.

And It Is Further Ordered, by the authority aforesaid, that the plaintiffs pay the costs of this proceeding.

Ridgely P. Melvin, Judge.

Submission for Immediate Decree.

The undersigned, solicitors for the plaintiffs and defendants, hereby submit this case for immediate decree, waiving signatures to testimony; and defendants waive right to cross-examine and take testimony.

July 5th. 1940.

John S. Strahorn,
Solicitor for Plaintiffs.

John S. Strahorn, Jr.,
Solicitor for Defendants.

In The Matter of the Petition of Marion Crosby for the Adoption of Ruth Elizabeth Roane, Adult.	No. 8036 Equity. In The Circuit Court for Anne Arundel County.

Ex

Petition For Adoption &c and Decree of Court Filed June 27" 1940.

Mr. Clerk:

Please file and lay before the Court.

Wilbur R. Dulin

To The Honorable The Judge of Said Court:

The petition of Marion Crosby of Arnold, Anne Arundel County, State of Maryland, respectfully represents unto your Honors:

1. That your petitioner is a resident of Anne Arundel County, Maryland and was born November 24, 1865.

11. That your said petitioner has never been married but she has always been desirous of having a child to whom she could look to for comfort and guidance in her old age.

111. That your petitioner has no relatives or next of kin and there is no one that she knows that is any nearer than a sixth cousin, your petitioner being the last surviving member of her immediate family; your petitioner therefore feels that it is totally unnecessary to have an Order of Publication inserted in the newspapers.

1V. That your said petitioner has for a number of years resided with Mrs. Ruth Eliza-

beth Roane at Arnold, Anne Arundel County, Maryland and has become to cherish and love her and look upon her as one of her dearest relations.

V. That your petitioner has always received care and spiritual guidance in the home of said Ruth E. Roane and is now desirous, with the consent of the said Ruth E. Roane, and Robley D. Roane her husband, to adopt her and therefore continue to be in the care and under the protection of the said Ruth E. Roane.

Vl. That the said Ruth E. Roane is fully acquainted with the desire of the petitioner to adopt her and is willing to assist in so far as she can in accomplishing that end, and so is her husband, the said Robley D. Roane, as evidenced by their formal consent hereto attached as part hereof. but are advised that the aid of this court is needed in order that the wishes and intentions of your petitioner are put into effect.

Vll. That the said Ruth E. Roane was born July 24, 1897 in the County of Talbot, Eastern Shore, Maryland and she was married to Robley D. Roane July 3, 1920. Since the time of this marriage both Robley D. Roane and Ruth E. Roane have lived together as man and wife both in the city of Annapolis and Arnold, Anne Arundel County, Maryland, the latter place at which they now reside.

To The End Therefore:

1. That this court may pass a decree declaring that the said Ruth E. Roane be the adopted child of the said Marion Crosby.

2. That your petitioner may have such other and further relief as her case may require.

May it further please your Honor to take such action and pass such order as may effectuate the wishes and intentions of your petitioner and promote the best interests and welfare of both your said petitioner and Ruth E. Roane.

And As In Duty Bound, Etc.

Wilbur R. Dulin,
Solicitor for Petitioner.

Marion Crosby, Petitioner.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 11th day of June 1940 before me the subscriber, a Notary Public, of the State of Maryland, in and for the county aforesaid, personally appeared Marion Crosby and made oath in due form of law that the matters and facts in the aforegoing petition are true as therein set forth.

As Witness My hand and notarial seal.

(Notarial Seal) Elizabeth J. Jones,
Notary Public.

To The Honorable The Judge of Said Court:

I, Ruth E. Roane, do hereby give my consent to the adoption prayed for in the above entitled case and do hereby respectfully request that said adoption be granted.

Ruth E. Roane.

To The Honorable The Judge of Said Court:

I, Robley D. Roane, the husband of Ruth E. Roane, do hereby consent to the adoption of my wife by the petitioner in the above entitled case and do hereby respectfully request that said adoption be granted.

Robley D. Roane.

The above entitled cause, being ready for decree, and being submitted, the Court having considered the question of publication and all facts relative to the cause as presented by the Petition, the Assent, and all other proceedings were by the Court read and considered.

It is thereupon, on this 27th day of June 1940, by the Circuit Court of Anne Arundel County, Adjudged, Ordered and Decreed, that the Adult, Ruth Elizabeth Roane mentioned in these proceedings be and is hereby decreed to be the legally adopted child of Marion Crosby, of Arnold, Anne Arundel County, as prayed in said Petition.

It is further Adjudged, Ordered and Decreed that the said Petitioner pay the costs of the proceedings to be taxed by the Clerk.

Ridgely P. Melvin,
Associate Judge.

In The Matter of The Adoption of Hazel Leach O'Cain.	:	No. 8042 Equity. In The Circuit Court of Anne Arundel County.

Petition to adopt a child. --Filed July 5th., 1940.

To The Honorable, The Judges of said Court:

The petition of Emory W. O'Cain, Agnes E. O'Cain, and Emory M. O'Cain, respectfully shows:

1. That Hazel Leach O'Cain is a female child now six years and four months old.

2. That she was born in lawful wedlock to Emory M. O'Cain and Hazel Leach O'Cain.

3. That her mother, Hazel Leach O'Cain, is dead.

4. That her father, Emory M. O'Cain, cannot properly care or provide for said child.

5. That from the time she was one week old, the said child has been in the exclusive custody of Emory W. O'Cain and Agnes E. O'Cain, his wife, who are the parents of Emory M. O'Cain; and they alone have provided her support, and they have cared for her and raised her as their own child, and they love and cherish her as they would their own child.

6. That the said Emory W. O'Cain and Agnes E. O'Cain desire to adopt the said Hazel Leach O'Cain as their own child; and the said Emory M. O'Cain desires that they adopt her as their own child; and the welfare and best interests of the said child would be promoted thereby.

7. That the said Emory W. O'Cain is regularly employed, and he and his wife, Agnes E. O'Cain, have sufficient income to adequately provide and care for said child, and they own property, and they are of good character and reputation, are of good health and active of body, and love the said child.

8. That the said child and all of the petitioners reside in Anne Arundel County, Maryland.

9. That no other persons have claimed any right to the custody of said child or displayed interest in her.

To The End Therefore:

(1) That this Court pass a decree declaring the said Hazel Leach O'Cain to be the adopted child of Emory W. O'Cain and Agnes E. O'Cain, his wife.

(2) that this Court pass a decree declaring the name of said child to be Hazel Leach

O'Cain.

3. And for such other and further relief as the nature of the case may require.

And as in duty bound, etc.

Emory W. O'Cain
Agnes E. O'Cain
Emory M. O'Cain

Emanuel Klawans,
Solicitor.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 2nd day of July, 1940, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Emory W. O'Cain, Agnes E. O'Cain, and Emory M. O'Cain, and did each make oath in due form of law that the matters and facts set forth in the foregoing petition are true and bona fide as therein stated, to the best of their information, knowledge, and belief.

Witness my hand and notarial seal.

(Notarial Seal) A. Gill Meade,
Notary Public.

Upon the foregoing petition and affidavit, and assent of the infant's father, Emory M. O'Cain,and after consideration of the matters alleged, it is this 8th day of July, A.D. 1940, by the Circuit Court for Anne Arundel County sitting in Equity, Adjudged, Ordered, and Decreed, that the said Hazel Leach O'Cain be and she hereby is made in law the adopted child of Emory W. O'Cain and Agnes E. O'Cain, his wife. And it is further Adjudged, Ordered, and Decreed, that the name of said adopted child be Hazel Leach O'Cain. And it is further ordered that the petitioners pay the costs of these proceedings.

Ridgely P. Melvin, A. J.

In The Matter of Change of Name Edward Dziechciasz to Edward Francis Drake.	:	No. 8045 Equity. In The Circuit Court of Anne Arundel County.

Decree -- Filed July 10" 1940.

To The Honorable, The Judge of Said Court:

Ex

The petition of Edward (sometimes called Edmund Dziechciasz respectfully represents:

1. That he is in the service of the United States Navy and is now residing or located in Annapolis, Maryland.

2. That he desires to change his name Edward Dziechciasz to Edward Francis Drake; that he desires this change for three distinct reasons:

a. Because of the impossibility to Anglicize or give English form of pronounciation to his present name;

b. Because as an American citizen he prefers a name that has an American or English form or idiom;

c. Because he feels such change of name will be beneficial to him socially and in other ways.

3. That the foregoing reasons constitute the whole and only purpose of this petition.

wherefore, your petitioner prays that his name may be changed to Edward Francis Drake.

Edward Dziechciasz
Petitioner.

Linwood L. Clarke,
Solicitor for Petitioner.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 10th day of July, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared the above named Edward Dziechciasz, and made oath in due form of law that the matter and facts in the aforegoing petition are true to the best of his knowledge and belief.

(Notarial Seal) Rebecca Clatanoff,
Notary Public.

ORDER

Upon consideration of the aforegoing petition and affidavit, it is this 10th day of July, 1940, by the Circuit Court of Anne Arundel County, Maryland ajudged, ordered and decreed that the name of Edward Dziechciasz of the City of Annapolis, Maryland, be, and it is hereby, changed from Edward Dziechciasz to Edward Francis Drake, 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 the Adoption of George Thomas Anderson, an infant.	:	No. 8058 Equity. In The Circuit Court For Anne Arundel County.

Petition. --Filed July 26th. 1940.

To the honorable the Judge of said Court:-

The petition of Ellis Buddington Rinard and Emily Elizabeth Rinard, his wife respectfully represents unto your honor:-

1. That your petitioners are residents of Annapolis, Maryland, the former having been a resident for two years, and the latter for more that nine years.

2. That George Thomas Anderson, the infant mentioned in these proceedings, is nine years old, having been born on December 30, 1930.

3. That the father of said infant, George Clark Anderson, died March 27, 1939, at Annapolis, Md.

4. That the mother of the infant, Emily Elizabeth Rinard, one of the within named petitioners, and thw widow of George Clark Anderson, was married to the petitioner Ellis Buddington Rinard, on November 22, 1939.

5. That your petitioner Ellis Buddington Rinard, has no child of his own; that subsequent to his marriage to your petitioner Emily Elizabeth Rinard, has has taken the child into his home; has cared for and maintained him as he would his own child and that a strong bond of love and affection has grown between them and he desires to adopt him; that he is financially able to care for him, maintain and support the said infant; and that the adoption would be to the best interests and welfare of the said infant.

6. That your petitioner, Emily Elizabeth Rinard, the mother of said infant, consents

to the adoption of her said son, as prayed herein,reserving however to the said Emily Elizabeth Rinard her natural rights as mother of said infant and the natural rights of the said infant George Thomas Anderson to its natural mother.

7. That your petitioners desire to have the name of the said infant changed from George Thomas Anderson to George Thomas Anderson Rinard, and that it would be to the advantage of the said infant to have the name of his foster father.

To The End Therefore:-

That this Honorable Court may pass a decree declaring said infant child George Thomas Anderson, the adopted child of your petitioners Ellis Buddington Rinard, and Emily Elizabeth Rinard.

And that the infant's named be changed to George Thomas Anderson Rinard.

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 honor for the best interest of said infant child, George Thomas Anderson.

And as in duty bound, etc.,

Ellis Budington Rinard (Seal)

Emily Elizabeth Rinard (Seal)

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

I hereby certify that on this 25th day of July, 1940, before me a Notary Public of the State of Maryland, in and for said county aforesaid personally appeared Ellis Buddington Rinard and Emily Elizabeth Rinard, and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein stated.

Witness my hand and seal Notarial,

(Notarial Seal) Mary L. DiMaggio

Notary Public.

CONSENT OF PARENT

I, Emily Elizabeth Rinard, mother of George Thomas Anderson and the wife of Ellis Budington Rinard, hereby give my consent to thr adoption of my son as prayed herein.

Emily Elizabeth Rinard.

Annapolis, Maryland, July 25th.,1940.

I certify that I am acquainted with Ellis Buddington Rinard, Chief Aerographer, U.S.N., and recommend the adoption as herein prayed considering him able financially to give the child a good home, and that he is of such moral character that the infant will be properly reared.

E. J. Goodbody,

Commander, Medical Corps, U.S.N.

U. S. Naval Academy.

Decree --Order of Adoption -- Filed July 26th., 1940.

This application being submitted and the petition and all 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 George Thomas Anderson will be thereby promoted and provided.

It is thereupon this 26th day of July 1940, by the undersigned, one of the Judges of said Court, and by the authority of this Court, adjudged, ordered and decreed, that the said George

Thomas Anderson be and he is expressly declared the adopted child of the said Ellis Budington Rinard and Emily Elizabeth Rinard, his wife, with all the rights vouchasfed under the laws of the State of Maryland, and that the name of the said George Thomas Anderson, is hereby changed to George Thomas Anderson Rinard.

Wm. Henry Forsythe Jr.
Judge.

William F. Sherwood and Benjamin C. Bayne, copartners trading as Lewis Waggner and Company	:	No. 3880 Equity;
	:	In The Circuit Court for
	:	Anne Arundel County.
Vs.	:	Circuit Court No. 2 -- Baltimore City.
Altona Hotel Company of Baltimore City, a body corporate of the State of Maryland, and William Fait.	:	

Bill of Complaint -- Filed 21" August, 1914

To the Honorable the Judge of said Court:-

The Bill of Complaint of William F. Sherwood and Benjamin C. Bayne, copartners trading as Lewis Waggner and Company, against Altona Hotel Company of Baltimore City, a body corporate of the State of Maryland, and William Fait of Baltimore City, respectfully represents:-

Eq

1. That the defendant corporation is a body corporate, duly incorporated under the General Laws of the State of Maryland, with its principal office in Baltimore City, as will appear by reference to the Charter Records in the Clerk's office of the Superior Court of Baltimore City; that said defendant corporation owns and operates a hotel and summer resort on Stoney Creek, Anne Arundel County, in the State of Maryland.

2. That the defendant corporation is indebted to your Orators in the sum of three hundred and seventeen dollars and ninety-four cents ($317.94) for lumber sold and delivered to said defendant corporation, for which said sum the said defendant corporation passed to your Orators its promissory note, dated June 14, 1902, payable to your Orators in four months from its date, with six per centum interest, at Calvert Bank in Baltimore City, and also on an open account for lumber sold and delivered amounting to thirty-six dollars and seventy cents ($36.70), the particulars whereof appears in plaintiffs' exhibit "L. W. and Company's No.1", herewith filed and prayed to be taken and considered as a part hereof; a copy of said promissory note is also herewith filed, marked Plaintiffs Exhibit L. W. and Company's No. 2, and prayed to be taken and considered as a part hereof, the original of said note will be filed in this cause when required or demanded; the said amounts due on said open account and promissory note are long since over due and unpaid, although your Orators have repeatedly demanded payment thereof; that said lumber so sold and delivered was used by defendant corporation in repairing and erecting buildings on its property at Stoney Creek aforesaid.

3. That the certificate of incorporation of said defendant corporation shows that it was incorporated on the _____ 1901, with a capital stock of ten thousand dollars divided into one thousand shares of the value of ten dollars each; that John Fait of Anne Arundel County, in the State of Maryland, Francis D. Kollogg, Frederick Nollenberger, John Thomas

Scheu and William M. Kerr of Baltimore City, are the incorporators, and that John Fait, William Fait, Frederick Nollenberger and Francis D. Kellogg are named as Directors for the first year, the said William Fait, being one of the defendants in this case.

4. That on the twenty-fourth day of December, 1901, the said body corporate, acting by John Fait, its president, executed to said William Fait, the principal and real owner of the stock or assets of said defendant corporation, a mortgage for the sum of six thousand dollars on all its land and hotel property located at Stoney Creek in Anne Arundel County, as aforesaid, all of which will appear by reference to said mortgage which is recorded in Liber G. W. No.24, folio 142, etc., one of the Land Records of Anne Arundel County; that six thousand dollars the consideration named in said mortgage is far in excess of the real value of the land at the time said mortgage was made, a certified copy of said mortgage will be hereafter filed in this cause.

5. That your Orators are informed and believe and therefore aver and charge that the said Francis D. Kellogg, Frederick Nollenberger, John Thomas Scheu, John Fait, and William M. Kerr have no real or substantial interest in said defendant corporation, their names being used for the purpose of forming and carrying on the corporation in compliance with the Statute; that the said William Fait is the principal and real owner of the stock or assets of said corporation; that said mortgage was given to said William Fait for simulated and pretended considerations and was made to hinder, delay and defraud your Orators and the other creditors of said defendant corporation of their just and lawful debts and should be declared null and void.

6. That said defendant corporation is largely indebted to other and divers persons besides your Orators whom it is unable to pay

7. That the said defendant corporation is insolvent and unable to pay its just and lawful debts in the ordinary course of business; that the corporate stock of said defendant corporation has not been paid for according to law.

8. That the said William Fait is now negotiating with divers parties to sell and dispose of the assets of said corporation, including the hotel and summer resort located on Stoney Creek aforesaid, that he has threatened your Orators that if they institute and proceedings against said defendant corporation that he will foreclose said mortgage and wipe out all of said corporation's assets, and that your Orators will get nothing.

Wherefore your Orators pray,

That the defendants may answer the premises.

2. That an injunction may be granted, restraining and prohibiting the defendant, William Fait from transferring, assigning, selling or foreclosing said mortgage, and also restraining and prohibiting the defendant corporation, its officers or agents, from selling or disposing of any of its assets, that said mortgage given by said defendant corporation to said William Fait may be declared to be void and may be vacated and annulled.

3. That a Receiver may be appointed by this Honorable Court to take possession of the assets of said defendant corporation and that the same may be administered under the jurisdiction of this Court; that the defendant corporation shall be determined and adjudged to be insolvent and to have surrendered its corporate rights, privileges and franchise and may be adjudged to be dissolved.

4. And 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 writ of subpoena, directed to the said Altona Hotel Company of Baltimore City, and to William Fait, individually, residing in

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

And as in duty bound, etc.

Wm. J. Garrett

Attorney for Plaintiffs

State of Maryland, Baltimore City, To wit:-

I hereby certify that on this 24" day of October, in the year nineteen hundred and two, before, me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Benjamin C. Bayne, a member of the firm of Lewis Waggner and Company, and made oath in due form of law that the matters and facts contained in the aforegoing Bill of Complaint are true as therein stated to the best of his knowledge, information and belief.

Abraham H. Fisher,

J. P.

Upon the aforegoing Bill of Complaint and Exhibits it is ordered this 25" day of October, 1902 by the Circuit Court No. 2 of Baltimore City that an injunction issue and a Receiver be appointed as prayed unless cause be shown to the contrary on or before the 7" day of November 1902, provided a copy of this order be served on the defendants on or before the 28" day of October, 1902

Henry Stockbridge.

Copy of within Order of Court served on The Altona Hotel Company, of Baltimore City a body corporate of the State of Maryland by service on William Fait, a director, and also a copy of within order of Court served on William Fait on the 28th day of October 1902 in the presence of Frank J. Corrigan

Fees $1.00 George Warfield, Sheriff.

Supplemental Bill and assent of the corporation Defendant

On the foregoing Bill and Exhibits it is this 7" day of January 1903 ordered that William J. Garrett and John Thomas Scheu be and they are hereby appointed Receivers with the power and authority to take charge and possession of the goods, wares and merchandise, books, papers, and effects of or belonging to the said Altona Hotel Company of Baltimore City and to collect the outstanding debts due to the said Altona Hotel Company of Baltimore City and the said Altona Hotel Company of Baltimore City is hereby required to yield up, and deliver to the said Receivers the goods, wares and merchandise, books, papers and effects, of the said Altona Hotel Company of Baltimore City subject nevertheless to the further Order of this Court.

And it is further Ordered, That before the said William J. Garrett and John Thomas Scheu proceed to act as Receivers by virtue of this order they shall give bond to the State of Maryland, in the penalty of Two Thousand dollars, with a surety or sureties to be approved by this Court or the Clerk thereof, and conditioned for the faithful performance of the trust reposed in them by this order, or which may be reposed in them by any future order or decree in the premises, and be it further ordered that the said receivers be authorized and directed to continue the proceedings in the original bills in this case against the said company and William Fait, to set aside said mortgage therein referred to

Henry Stockbridge.

I hereby Certify, That the above is a true Copy of the Order appointing Receiver passed by the Circuit Court No. 2, of Baltimore City, in the said cause, and that William J. Garrett and John Thomas Scheu the Receivers therein named have filed their approved Bond as by the terms of said Order required

In Testimony Whereof, I hereunto set my hand and affix the Seal of the said Circuit Court No. 2 of Baltimore City, this 22" day of July in the year of Lord, one thousand nine hundred and fourteen

(Court Seal) John Pleasants, Clerk.

AGREEMENT.

Whereas by the decree appointing Wm. J. Garrett and John Thomas Scheu receivers herein, the said receivers were directed to continue the said proceedings herein to set aside the mortgage from the defendant the Altona Hotel Co., to the defendant Wm. Fait, particularly mentioned in the proceedings in this case.

And Whereas the said receivers subsequently filed their petition herein asking that they be allowed to sell all the assets both real and personal of the said defendant Altona Hotel Co. including the land covered by said Mortgage, said land to be sold free and clear from the operation and effect of said Mortgage and any and all rights of the general creditors of said Company and the holders of said Mortgage to be reserved against the fund arising from the sale of said land

And Whereas the said petition together with the answer of the said defendant Wm. Fait is still pending

And Whereas it is very doubtful whether any proceedings to strike down said Mortgage could be successful further than to strike it down in so far as the Mortgage claim is in excess of the real value of the land covered by said Mortgage

And Whereas it is believed that it would greatly to the advantage of both the general creditors and the holder of said Mortgage to have all the assets both real & personal aforesaid sold at once and on the same day

Therefore the following agreement is made subject to the approval of this Court.

(1) That the receivers sell the whole of the assets of the said Altona Hotel Co., both real & personal at the same time but separate and apart, the real assets to be free and clear of the said Mortgage

(2) That the personal assets and the real assets each bear their just proportion of the costs, that is in the same proportion as the gross amount of sales of the personal assets bears to the gross amount of sales of the realty

(3) That the holder of said Mortgage be allowed to the amount of his claim to prove against the net amount arising from the sale of the realty covered by said Mortgage to the exclusion of the general creditors

(4) That the general creditors be allowed to the amount of their respective claims to prove against the net amount arising from the sale of the personalty to the exclusion of the holder of said Mortgage and against the surplus if any there be from the sale of the realty after Mortgage claim is satisfied

(5) That all further proceedings against the validity of said Mortgage be abandoned

Clarence A. Tucker

Atty for the Receivers

Wm. M. Kerr
Atty for William Fait.

The petition of Wm. J. Garrett and John Thomas Scheu receivers herein for the sale of all the assets of the defendant Altona Hotel Co., both real to be sold free and clear of the Mortgage ~~of the Mortgage~~ of the defendant Wm. Fait, the answer of the said Wm. Fait thereto and the agreement between the said receivers and the said defendant William Fait through their respective attorneys this day filed being the before the Court and the same having been read and considered and it appearing to the Court that the said agreement is fair and equitable and to the advantage of all parties interested it is thereupon Ordered by the Circuit Court #2 of Baltimore City this 4th day of May 1903 that the said Agreement be and the same is hereby confirmed

And it is further ordered by said Court that the said William J. Garrett and John Thomas Scheu, receivers herein, be and they are hereby authorized and directed to sell at public sale all the property both real and personal of the said defendant the Altona Hotel Company of Baltimore City, the said real property to be sold on the same day but separate and apart from said personalty and free from the operation and effect of the mortgage from said Company to William Fait particularly mentioned in these proceedings; and it is further ordered that the said Receivers before making said sale shall give at least three weeks notice thereof by advertisement, inserted in such daily newspaper or newspapers published in Baltimore City and one paper published in Anne Arundel County, as they shall think proper, of the time, place, manner and terms of sale, which as to the personalty shall be cash, and as to the realty, one third cash, the balance in six and twelve months, or all cash, as the purchaser may elect the credits payments to bear interest from day of sale and to be secured by the note or notes of the purchaser or purchasers endorsed to the satisfaction of the said receivers and as soon as may be convenient after said sales, the said receivers shall return to the Court a full and particular account of their proceedings relative thereto, with an affidavit annexed as to the truth of said sales making and keeping separate the sale of said personalty from realty covered by said mortgage; and on obtaining the Court's ratification of the sale of said realty and on the payment of the whole purchase money (and not before) the said receivers shall by a good and sufficient deed to be executed acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs and assigns, the property and estate sold to him, her, or them, free, clear and discharged from all claims of the parties hereto and especially free and clear from the operation and effect of the mortgage aforesaid from the said Altona Hotel Company of Baltimore City to the said William Fait.

And the said receivers shall bring into this Court the money arising from said sales to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions and other expenses as this Court shall think proper to allow

And it is further Ordered that the holder of said Mortgage be allowed to the amount of his claim to prove against the net amount arising from the sale of the realty covered by said Mortgage to the exclusion of the general creditors; that the general creditors be allowed to the amount of their repective claims to prove against the net amount arising from the sale of the personalty to the exclusion of the holder of said Mortgage and against the surplus if any there be from the sale of the realty after the Mortgage claim is satisfied, and that all further proceeding against the validity of said Mortgage be abandoned

John J. Dobler

To the Hon. the Judge of said Court.

The report of Wm. J. Garrett and John Thomas Scheu Receivers herein, respectfully shows:

(1) That after complying with all the previous requisites of the decree herein appointing them Receivers they, under an order of this Court of this date authorizing them to sell at private sale, sold to Thomas F. Bottomley at and for the sum of $6,100 the real estate of Altona Hotel Co. consisting of about 103 acres of land in Stoney Creek in Anne Arundel County, Md., of which about fifteen acres have been cleared and improved as a summer resort; that the person chiefly interested in the said sale of said realty is the defendant Wm. Fait whose assent thereto, has already been filed in this case.

(2) These receivers further report that, as will appear by the contract of sale filed herewith and marked "Receivers Exhibit Contract of Sales" they at the same time sold to the said Bottomley at and for the sum of $900, the personal estate of said Company situated upon the premises above mentioned, a schedule of which personal property has already been filed in this case

(3) That the said property real and personal was sold for the most money that could be obtained and these receivers believe that said prices are fair and adequate and probably more than said properties would bring at public sale especially in view of the fact that the season for the opening of summer resorts is now so close at hand that every day's delay is a factor which any prospective purchaser or purchasers must take into consideration in determining the amount of his or their bid.

The said sales were made subject to the ratification of this Court, and the terms cash.

Respectfully submitted

Wm. J. Garrett

John Thomas Scheu

Receivers.

State of Maryland, Baltimore City, to wit

I Hereby Certify that on this 25" day of May 1903,before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared Wm. J. Garrett and John Thomas Scheu, receivers named in the above report of sale and made oath in due oath-in-due form of law that the matters and things stated in the aforegoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Seal Notarial

(Notarial Seal) Meredith Janvier

Notary Public.

Ordered, that the private sales of the real and chattel property mentioned in these proceedings, made and reported by William J. Garrett and John Thomas Scheu Receivers, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26" day of June, 1903 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 19" day of June 1903

The report states the amount of private sales to be $7,000.00

John J. Dobler

Ordered by the Circuit Court No. 2 of Baltimore City, this 27" day of June 1903 That the private sale of real & Chattel property made and reported by the Receivers 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 Receivers are allowed the usual commissions and such proper expenses as they shall pro-

duce vouchers for to the Auditor.

John J. Dobler.

State of Maryland, City of Baltimore, SS:

I, John Pleasants, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above are true copies of the original Bill of Complaint, filed 24" October, 1902, Order for Receivers, passed 7" January 1903, Agreement, filed 4" May, 1903, Order of Sale, passed 4" May, 1903, Receivers Report of Private Sale, filed 26" May, 1903, Order Nisi, passed 26" May, 1903, and Final Order, passed 27" June, 1903 now on file in this office in the cause therein entitled

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court No. 2 this 19" day of August A. D. 1914

(Court Seal) John Pleasants,

Clerk.

Carrie Kimpel, et al.	:	No. 7934 Equity
vs.	:	In The Circuit Court for
Gesina Hofmeister, et al.	:	Anne Arundel County.

Other proceedings recorded in J. H. H. No. 48 folio 236 etc. Equity Records, &
J. H. H. No. 48 folio 454 to 455, " ".

Report of Sale -- Filed February 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; that they have sold at private sale to the following:

To Frankie Wilson- Lot in the Third Election District of Anne Arundel County, State of Maryland, a tract of two acres, more or less, bordering on the Annapolis Boulevard, 458,feet, more or less; thence westerly 210 feet; thence in a northerly direction 369.4 feet; thence easterly 227.7 feet to point of beginning; improved by a two-story frame dwelling and store and outbuilding; at and for the price of Sixteen Hundred dollars. $1600.00

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 28th 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 Morris A. Rome, Frederick H. Hennighausen, Kenneth H. Ekin and Daniel S. Sullivan, Trustees, 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) Lillian C. Kullick.

Notary Public.

Ordered, That the private sale of the property mentioned in these proceedings, made to Frankie Wilson and reported by Morris A. Rome, Frederick H. Hennighausen, Kenneth H. Ekin, Daniel S. Sullivan, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 29th 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 22nd day of December, 1939.

The report states the amount of private sale to be $1600.00

Rowland K. Adams.

The Daily Record Baltimore, Dec. 13, 1939

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court No. 2 of Baltimore City, Case of Carrie Kimpel, et al, vs. Gesina Hofmeister 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 Dec., 1939

First insertion Nov. 29th., 1939.

The Daily Record

Per Arthur M. Stevenson,3rd.

In the Circuit Court No 2 of

Baltimore City November Term, 1939

Ordered by the Circuit Court No. 2 of Baltimore City, this 30th day of December, 1939, That the private sale made and reported by the Trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Rowland K. Adams.

State of Maryland, City of Baltimore, ss:

I, Charles A. McNabb, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above are true copies of the original Report of Sale, filed the 28th day of November 1939, Order of Nisi, signed the 28 th day of November 1939, Certificate of Publication, filed the 30th day of December 1939 and Final Order, signed the 30th day of December 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 8th day of February, A. D. 1940.

(Court Seal) Charles A. McNabb.

Clerk.

Lansdale G. Sasscer,Assignee : No. 5182 Equity.

vs. : In The Circuit Court for

Wilson L. Baker : Anne Arundel County,Maryland.

Harriet G. Baker :

Titling --Filed Aug. 12" 1926

Mr. Clerk:

Please docket the above entitled suit and file the original mortgage.

Lansdale G. Sasscer.

Mortgage -- Filed Aug. 12" 1926.

This Mortgage, Made this twenty-first day of July in the year one thousand nine hundred and twenty-five, by and between Wilson L. Baker and Harriet G. Baker, his wife, of Washington, D. C., Parties of the first part, and Charles C. Mayer, of Washington, D. C., party of the second part:

Whereas, the said parties of the first part, for money this day loaned them, stand justly indebted unto the said party of the second part in the sum of Eight Hundred Dollars ($800.00) and have given therefor to the said party of the second part their one (1) joint and several promissory note for said sum, of even date herewith, payable in monthly installments of Sixty-five Dollars ($65.00), on the 21st., day of each month, beginning August 21st., 1925, for eleven (11) consecutive months, with interest at the rate of six (6) per cent. per annum until paid, said interest payable monthly on the amount of principal then remaining unpaid, the whole of the unpaid balance of said principal, and interest, payable one year after date, and wishing to better secure the punctual payment of said note by the execution of this Mortgage, which was a condition precedent to the making of said note.

Ef Now, this Mortgage Witnesseth, that in consideration of the premises and of the sum of Ten Dollars the said part of the first part do grant unto the said party of the second part, in fee simple, all those certain pieces or parcels of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows, to wit:

Being Lots numbered Thirty-nine (39) and Forty (40) in Block numbered Twelve (12), as shown on a certain map entitled "Herald Harbor on the Severn," amended map of Section "A" Edward W. Digges, Chief Engineer, November, 1924, being subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W. N. W. 3 at folio 32, one of the Land Records of said County

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

To Have and to Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the party of the second part, his heirs and assigns forever.

Provided, that if the said parties of the first part, their heirs, executors, administrators, or assigns, shall pay or cause to be paid the aforesaid note, according to the tenor thereof, and shall perform all the covenants herein on his, her or their part to be performed, then this Mortgage shall be void.

And it is agreed that, until default be made in the premises, the 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; wnich taxes, assessments, public dues, charges, mortgage

debt and interest the said parties of the first part for themselves and for their heirs, executors, administrators and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said party of the second part, his heirs and assigns or their attorney or agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof,his, her, or their heirs or assigns and which sale shall be made in manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, Maryland, which time, place, manner and terms of sale shall be fixed by the party or parties selling; and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply, first, to the payment of all expenses incident to such sale, including all taxes assessed on the property hereby mortgaged, overdue and paid by the mortgagee or holder of this Mortgage, and commissions to the party making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of the Circuit Court for Anne Arundel County, sitting in equity; Secondly, to the payment of all claims of the said mortgagee his personal representatives and assigns under this Mortgage whether the same shall have been matured or not, and the surplus, if any, shall be paid to the said mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

And it is Further Agreed, that if the property aforesaid shall be advertised for sale and not sold under the provisions of this Mortgage, then the party or parties rightfully so advertising the same shall be entitled to one-half the commission above provided, computed on the amount of the debt hereby secured and remaining unpaid, expenses of advertisement, and other legal costs.

And the said parties of the first part for themselves and for their heirs, executors, administrators and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged land to the amount of at least One Thousand 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 party of the second part, his personal representatives and assigns to the extent of his, her, or their lien or claim hereunder.

Witness their hands and seals.

Wilson L. Baker ,Jr. (Seal)

Harriet G. Baker (Seal)

District of Columbia SS:

I Hereby Certify that on this 24th day of July in the year of our Lord one thousand nine hundred and twenty-five before the subscriber, a Notary Public in and for the District aforesaid, personally appeared in said District Wilson L. Baker and Harriet G. Baker, grantors in the foregoing deed and each acknowledged the foregoing Mortgage to be their act.

Witness my hand and official seal.

(Notarial Seal) Fred C.Spaulding,

Notary Public, D. C.

District of Columbia Ss:

I Hereby Certify that on this 24th day of July in the year one thousand nine hundred and twenty-five before the subscriber, a Notary Public in and for the District of Columbia aforesaid, personally appeared in said District of Columbia Charles C. Mayer, the within-named mortgagee and made oath in due form of law, that the consideration mentioned in the foregoing Mortgage is true and bona fide, as therein set forth;

Witness my hand and official seal

(Notarial Seal) Fred C. Spaulding

Notary Public D. C.

For Value Received I hereby assign the within Mortgage to Lewis Manufacturing Co., Bay City, Mich.

Witness my hand and seal this 24th day of July 1925

Test: _____ _____ Charles C. Mayer (Seal)

Received for Record 29 day of July, 1925 at 9 o'clock A. M. and same day recorded in Liber W. M. B. No. 8 Fol. 320 Land Records of Anne Arundel County.

Wm. Martin Brady, Clerk.

District of Columbia Ss:

I Hereby Certify that on this 24th day of July in the year one thousand nine hundred and twenty-five, before the subscriber, a Notary Public in and for District of Columbia aforesaid, personally appeared Charles C. Mayer above-named assignee, and made oath that he has not required the mortgagors, their agent or attorney, or any person for the said mortgagors to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he require the same to paid by the mortgagors or any person for them during the existence of this Mortgage.

Witness my hand and official seal.

(Notarial Seal) Hugh J. Phillips, Jr.

July 24, 1926

For value received The Lewis Manufacturing Co. a body corporate hereby assigns the within Mortgage to Lansdale G. Sasscer for the purpose of foreclosure.

Witness the hand of its President attested by its Sct.

Test: The Lewis Manufacturing Co.

T. P. David, Secy. (Corporate Seal)

By John E. Ross, Pres.

Received for Record 12" day of Aug. 1926, at 9 o'clock A. M. and same day recorded in Liber W. M. B., No. 8, Fol. 320 Land Records of Anne Arundel County.

Wm. Martin Brady, Clerk.

Bond -- Filed and Approved this 3rd. Sept. 1926, Wm. Martin Brady, Clk.

Know All Men By These Presents that we Lansdale G. Sasscer, principal and Samuel A. Wyvill and Frederick Sasscer, sureties are held and firmly bound unto the State of Maryland in the full and just sum of sixteen hundred dollars ($1600.00) 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, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 2nd. day of September, 1926.

Whereas the said Lansdale G. Sasscer is about to exercise the power of sale contained in

a certain mortgage from Wilson L. Baker and Harriet C. Baker, his wife, dated July 21st., 1925 and recorded in Liber ____ at folio ____, default having occurred under the terms of said mortgage.

The Condition of the above obligation is such that if the said Lansdale G. Sasscer 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.

Test: Lansdale G. Sasscer (Seal)

Ida E. Wyvill Frederick Sasscer (Seal)

Samuel A. Wyvill (Seal)

I hereby certify that if this bond were filed in my Court it would be accepted.

S. D. Hall

(Court Seal) Clerk of the Circuit Court for

Prince George's County, Maryland.

Statement of Mortgage Debt. --Filed Sept. 8" 1926

Bay City, Mich., July 31 1926

Wilson L. Baker, 1321 New York Ave.,Washington, D. C.

Aug. 1, 1925	Mortgage- 1 yr.	$800.00	
Nov. 20	Cash		$50.00
Jan. 27, 1926	"		65.00
June 25	"		24.35
July 7	Check Protested	65.00	
" 7	Protest Fees	2.64	
" 31	Balance due		728.29
		$867.64	$867.64

Aug. 1 $728.29

Interest paid to 6/21/26

Report of Sale -- Filed Sept. 8" 1926

To the Honorable, The Judges of Said Court:

The Report of Lansdale G. Sasscer, assignee, to a certain mortgage from Wilson L. Baker and Harriet G. Baker, his wife to Charles C. Mayer, dated the 21st day of July 1925, and duly recorded among the land records of Anne Arundel County in Liber W. M. B. #8 at folio 318, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all other pre-requisites as required by the law, default having occured in the terms of said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the _____ a newspaper printed 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 in the City of Annapolis, on Friday September 3rd, 1926, at 3:00 o'clock P. M., and then and there proceeded to sell said property in manner following, that is to say:

Said assignee offered at public sale to the highest bidder the property mentioned in said

mortgage, situated in Anne Arundel County, Maryland, described as follows: Lots numbered Thirty-nine (39) and Forty (40) in Block Twelve (12) as shown on a certain map marked "Herald Harbor on the Severn" amended map of Section A/, to the Lewis Homes Corporation at and for the sum of Eight Hundred ($800.00) Dollars, it being then and there and at that sum, the highest bidder therefor.

Lansdale G. Sasscer,
Assignee.

District of Columbia, SS:

I Hereby Certify, that on this 4th day of September, A. D., 1926, before me, the subscriber, a Notary Public, in and for said District, personally appeared in said District, Lansdale G. Sasscer, assignee named in the above report of sale, and made oath in due form of law that the matters and things stated in the Report of Sale hereto annexed, are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and official seal.

(Notarial Seal) Mary E. Waldron
Notary Public, D. C.

Advertisement of Sale.

Assignee's Sale of Valuable Summer Cottages at Herald Harbor, Anne Arundel County, Maryland.

By virtue of the power of sale contained in a mortgage from Wilson L. Baker and Harriet G. Baker, his wife, to Charles C. Mayer dated the 21st day of July, 1925 recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 8 folio 318, default having occurred in the payment of the debt secured thereby the undersigned Assignee will sell at public auction to the highest bidder at the Court House door in the city of Annapolis, on Friday, September 3rd, 1926 at 3 P. M., the premises described in said mortgage as being Lots Thirty-nine and Forty in Block Twelve as shown on a certain map marked "Herald Harbor on the Severn," amended map of Section A.

This property is improved by a four-room bungalow.

Terms of Sale:- A deposit of $200 will be required on the day of the sale. All cash upon ratification of the sale by the Court.

Conveyancing, revenue stamps, etc., at the cost of the purchaser.

Lansdale G. Sasscer.
Assignee.
Upper Marlboro, Md.

Wm. H. Moss, Auctioneer.

Order Nisi -- Filed Sept. 8" 1926

Order Final Ratification Jany. 21st. 1927.

Ordered this 8" day of September 1926 by the Circuit Court of Anne Arundel County, that the sale of the property mentioned in these proceedings, made and reported by Lansdale G. Sasscer, Assignee of Mortgage named in these Proceedings, 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, printed in Prince Georges County, once in each of three successive weeks, before the 9th day of October, next.

The report states the amount of the sale to be Eight Hundred ($800.00).

Wm. Martin Brady
Clerk of the Circuit Court for
Anne Arundel County, Maryland.

Certificate of Publication

Annapolis, Md., October 1,1926

We hereby certify, that the annexed Order Nisi - Sasscer vs. Baker - Equity was published in The Maryland Gazette a newapaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for Three successive weeks before the Ninth day of October, 1926. The first insertion being made the Sixteenth day of September, 1926.

The Capital Publishing Company

By L. F. Clow

Ordered by the Court, This 21st day of January, 1927 that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss.

Petition, Assents, and Order of Court -- Filed Oct. 13, 1927

To The Honorable Judge of Said Court:

The petition of Lewis Homes Corporation, a corporation, respectfully represents:

1. That one Lonsdale G. Sasser was the assignee of a certain mortgage from Wilson L. Baker, Jr., and wife, and that as such assignee he did proceed to sell the property covered by said mortgage, after having fully qualified for the making of said sale, all of which will appear by reference to said proceedings.

2. That at the mortgage foreclosure sale your petitioner did purchase the property thereby sold and that the said sale has been reported and finally ratified by this Honorable Court.

3. That your petitioner has disposed of its interest as purchaser to one Luther T. Curtis and that said Luther T. Curtis has fully paid to said assignee all amounts which the purchaser would be required to pay, and your petitioner is desirous of having said Luther T. Curtis substituted as purchaser in the aforementioned proceedings so that the said Luther T. Curtis may obtain a deed for said property from said assignee.

Wherefore your petitioner prays this Honorable Court to pass an order substituting Luther T. Curtis as purchaser in the aforementioned mortgage proceedings in the place and stead of your petitioner.

And as in duty bound, etc.

Lansdale G. Sasscer
Solicitor for Petitioner

Lewis Homes Corporation
By T. P. Dixon, Secy.
Petitioner

State of Michigan, County of Bay, to wit:

I Hereby Certify that on this 16th day of Sept., 1927, before me, a Notary Public in and for the State and County aforesaid, personally appeared T. P. Dixon, the Sec'y. of the Lewis Homes Corporation, 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, information, and belief.

Witness my hand and notarial seal.

(Notarial Seal) Clarke W. Cummings
Notary Public.

My Commission Expires January 18, 1929

I hereby assent to the passage of the order prayed.

Lansdale G. Sasscer,
Assignee of mortgage.

I hereby assent to the passage of the order prayed.

Luther T. Curtis

Proposed substituted purchaser

Upon the foregoing petition, affidavit, and assents, it is this 13th day of Oct., 1927, ordered and directed by the Circuit Court for Anne Arundel County that the name of Luther T. Curtis be substituted in the place and stead of the Lewis Homes Corporation as the purchaser in the mortgage foreclosure proceedings entitled "Lonsdale G. Sasser vs. Wilson L. Baker and wife."

Robert Moss, A. J.

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Left for publication 5/8/28

Left for further proceedings 5152

George M. Hyde and Ellener K. Hyde,	:	No. 1722 Equity
trading as George M. Hyde & Co.	:	In The Circuit Court for
to	:	Anne Arundel County.
James R. Brashears.	:	

Deed of Trust --Filed September 15, 1894.

This deed made this 12th day of September in the year eighteen hundred and ninety four by George M. Hyde and Ellener K. Hyde, trading as George M. Hyde & Co., of the first part and James R. Brashears of the second part all of Anne Arundel County, in the State of Maryland.

Whereas the parties of the first part are indebted to divers persons and firms in various sums of money; and have become and are unable to pay such indebtedness in full; and whereas, in order to have their assets and effects collected and faithfully applied to the payment of their said debts, they have concluded to execute these presents.

Now, therefore, this deed witnesseth that, in consideration of the premises and of the sum of one dollar, to the parties of the first part by the party of the second part in hand paid, the said parties of the first part do grant, convey and assign unto the said party of the second part all and singular the real and personal estate, merchandise, books, debts, books of account, bills receivable, promissory notes, contracts, debts, dues, assets and demands and all other property of every nature and description of the parties of the first part, including therein all the joint stock and property of the said co-partnership and all the separate estate of each of said partners wherever such property, assets and effects may be situated; to have and to hold the above granted and assigned property and effects unto the said party of the second part his successors and assigns in trust, nevertheless, for the uses and purposes following, that is to say: To sell, dispose of collect, recover and receive the said property, moneys and effects and generally to convert the same into money, and after deducting the expenses of the execution of the trusts hereby created, including a commission of ten per centum to the party of the second part for his services, then to apply the said money and proceeds as follows:

In the first place, and after the payment of the costs and expenses above mentioned in full, then in trust to pay and discharge all the wages and salaries of the clerks, servants and employes of the said parties of the first part, contracted not more than three months anterior to the execution of this deed, and such sum or sums of money as would by law be allowed the parties of the first part for exemption for property sold under execution.

In the second place, and after the payment of the costs, expenses, wages, salaries and exemptions above, in full then in trust to appropriate the net proceeds of the joint stock of the said co-partnership to pay the creditors of the co-partnership, and to appropriate the net proceeds of the separate estate of each partner to pay his or her separate creditors; and if there shall be any balance of the separate debts, then in trust to add such balance to the joint stock for the payment of the creditors of the partnership; and if there shall be any balance of the joint stock after payment of the debts of the creditors of the partnership, then in trust to appropriate such balance to and to divide it between, the separate estates of the several partners, according to their respective right and interest therein, and as it would have been appropriated and divided if the partnership had been dissolved without any insolvency before the execution of this deed, and to apply the sum so appropriated to the separate

estate of each partner to the payment of his separate debts. And the parties of the first part hereby constitute and appoint the party of the second part, their attorney irrevocable, to ask, demand, collect, sue for, recover and receive the above assigned property and effects, and every part thereof

As witness our hands and seals the day and year first above written

Witness George M. Hyde & Co. (Seal)
George M. Hyde (Seal)
Ellener K. Hyde. (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 12th day of September eighteen hundred and ninety four before me the subscriber a Justice of the Peace of the State of Maryland in and for Anne Arundel County aforesaid personally appeared the above named George M. Hyde and Ellener K. Hyde, trading as George M. Hyde & Co. and each acknowledged the aforegoing deed to be their respective act and deed

John B. Flood, J. P.

Bond of James R. Brashears, Trustee --Filed and Approved this 15 September, 1894.

Sprigg Harwood, Clerk.

Know all men by these presents that we James R. Brashears, Allen McCollough and Weems Ridout --- all of the County of Anne Arundel and State of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of Two thousand dollars current money, to the said State, or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns jointly and severally, firmly by these presents, sealed with our seals and dated this 12th. day of September in the year eighteen hundred and ninety four.

Whereas George M. Hyde and Ellener K. Hyde, trading as George M. Hyde & Co. on the ____ day of September 1894 executed a deed of trust to the said James R. Brashears for the benefit of their creditors,and whereas, the said James R. Brashears is willing to accept said trust and to execute this bond in the penalty above mentioned,which has been duly prescribed by the Clerk of the Circuit Court for Anne Arundel County in accordance with the act of Assembly in such case made and provided, now the condition of the above obligation is such that if the said James R. Brashears shall well and faithfully perform the trust reposed in him by said deed, or that may be reposed in him by an order or decree of any court of equity having jurisdiction in the premises then the above obligation to be void otherwise to be and remain in full force and virtue in law.

Witness: Jas. R. Brashears (Seal)
Robert Moss A. McCullough (Seal)
Weems Ridout (Seal)

Petition of James R. Brashears, Trustee for order to give notice to creditors.

Filed 27" October, 1894.

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

The petition of James R. Brashears,trustee, respectfully represents:

1st. That on the 12th. day of September 1894 George M. Hyde and Ellener K. Hyde trading as George M. Hyde & Co., of said county, executed to your petitioner, as trustee, a deed of assignment of all their property for the benefit of the creditors of them the said George M. Hyde Ellener K. Hyde and of the firms of George M. Hyde & Co., the original whereof has been duly

recorded among the land records of said county and is filed in the proceedings in this cause.

2nd. That your petitioner as such trustee has accepted said trust and has filed his bond as such in these proceedings, as required by law and the same has been approved by the Clerk of this Court--all of which will fully appear by reference to the proceedings in said cause and the papers thereof which are prayed to be taken as part hereof.

3rd. That he desires an order from this Court authorizing and directing him to give notice to the creditors of the said firm of George M, Hyde & Co. and of the said George M. Hyde and Ellener K. Hyde, the members thereof to file their claims in this Court on or before a day to be named therein.

He therefore prays your Honors to pass such an order in the premises

And as in duty &c.

Jas R. Brashears,

Trustee.

Ordered this 27th day of October in the year eighteen hundred and ninety four that James R. Brashears, trustee in the above entitled cause, give notice to the creditors of the firm of George M.Hyde & Co. and of George M. Hyde and Ellener K. Hyde, the members of said firm, by publication of this order in some newspaper published in the City of Annapolis, in said Anne Arundel County, to file their claims, duly authenticated, against the said firm and the said members thereof on or before the 27th day of November, 1894; and that this order be published once a week for three successive weeks before the said 27th day of November 1894.

Jas. Revell.

Report of Sale of the real estate of Geo. M. Hyde. Filed 20" June, 1895 and Order Nisi passed by Court same day. May 31st 1900 Order of Final Ratification of Sale.

Statement of the Account of George M. Hyde, with the Workingmen's Building and Loan Association, September 1st, 1894.

Balance due on Undedeemed Shares	$577.50
Interest from May 26th to Sept. 1, '94	10.50
Fines on Four Shares 13 Weeks.	6.50
Bonus on Four Shares (Sec. 3 Art. XII.	~~24.00~~
Total amount due Association Sept.1,1894	~~$618.50~~
	594.50
	25.00
	569.50

Saml Jickling.

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

The second report of James R. Brashears, trustee named in a deed of trust from George M. Hyde and Eleanor K. Hyde, trading as George M. Hyde and Company, filed in these proceedings.

Your trustee respectfully reports that on the 15th day of September, 1894, he filed his bond as such trustee, and the same day it was duly approved by the Clerk of said Court:-

That he immediately took possession of the property conveyed and assigned to him by said deed, and that he has disposed of the partnership property as will fully appear by his first report. The separate estate of said George M. Hyde consists of a lot on Conduit street, in the city of Annapolis, improved by a small frame dwelling-house,-- the same being subject to a mortgage debt to the Workingmen's Building and Loan Association of Annapolis, amounting to

the sum of Five Hundred and sixty nine dollars and fifty Cents, as appears by the accompanying certificate from said Association.

Said property being particularly described in a deed from William P. Dadds and Henrietta Dadds, dated 24th day of May 1887 and recorded among the land records of Anne Arundel County in Liber S. H. No. 30, folio 591 &c.

That your trustee believes it to be to the advantage of all parties concerned, to sell said separate estate at private sale;-- that he has received an offer of $50.00 for said property, subject to the above-named mortgage.

That your trustee believes, and is advised, that the sum offered is the present worth and full value of said property;-- and has sold the same to Mrs. Achsah A. Hyde, for the sum of fifty dollars,-- to be paid upon the final ratification of the sale.

Respectfully submitted

Jas. R. Brashears

Trustee & Assignee

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 20 day of June in the year eighteen hundred and ninety-five, before me the subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County aforesaid, personally appeared James R. Brashears trustee named in the above report of sale and made oath, in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Robt H Welch, Deputy Clk.

State of Maryland, Anne Arundel County, to wit:

We hereby certify that we are acquainted with the property mentioned in the aforegoing report, and also with the value of property in its immediate vicinity, and that we believe that the price for which the same was sold was a fair and adequate one.

W. F. Williams

E. Powers.

Ordered this 20th day of June, 1895 by the Circuit Court for Anne Arundel County, that the sale of the property mentioned in these proceedings, made and reported by James R. Brashears Trustee, be ratified and confirmed unless cause to the contrary thereof be shown and before the 20th day of July next; provided, a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the said 20th day of July next.

The report states the Amount of Sale to be Fifty Dollars.

Jas. Revell

Annapolis, Md., Oct. 9" 1895

We hereby certify that the annexed Order Nisi in the trust estate of Geo. M. Hyde & Elleanor R. Hyde, trading as Geo. M. Hyde & Co., was published in the "Evening Capital" once a week for three successive weeks before the 20th day of July. The first insertion being made on the 20th day of June 1895.

W. M. Abbott & Son.

The within report having been this day submitted for ratification It is Ordered,by the Circuit Court for Anne Arundel County this 31st day of May, in the year Nineteen hundred, that

the sale made and reported by James R. Brashears, Trustee, 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 this cause; and the trustee as allowed the commission agreed upon in the deed of trust, and such proper expenses as he shall produce vouchers for to the auditor.

Jas. Revell

Associate Judge &c.

In the Matter of the Sale of the	:	No. 7429 Equity
Mortgaged Real Estate of Ann Rebecca	:	In The Circuit Court for
Kess and Columbus Kess, her husband.	:	Anne Arundel County.

Assignment of Mortgage Petition for Foreclosure --Filed June 16th., 1937

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

Irving H. Mezger

Attorney, assignee

This Mortgage made this 30th day of April in the year Nineteen Hundred and Eighteen, by and between Ann Rebecca Kess and Columbus Kess, her husband, of Anne Arundel County, State of Maryland, Mortgagors, and the Arundel Perpetual Loan and Savings Association of Anne Arundel County, a body corporate, duly incorporated under the laws of the State of Maryland, Mortgagee.

Whereas the said Mortgagors, being members of the said body corporate, have received therefrom the sum of nine hundred dollars, being an advance of the full paid up value of their nine shares of its stock.

And Whereas it was a condition precedent to such advance being made, that this Mortgage should be executed to secure the payment of the dues, interest and fines and the performance of the covenants and conditions hereinafter mentioned to be paid and performed.

Now Therefore this Mortgage witnesseth, that in consideration of the premises and of the sum of one dollar, the said Ann Rebecca Kess and Columbus Kess, her husband, do hereby grant and convey unto the said Arundel Perpetual Loan and Savings Association of Anne Arundel County, its successors and assigns, all that lot of ground situate in Freetown, third election district of Anne Arundel County, bounded on the north and east by the lands of Barbara Trusty, on the south by the lands of Estella Davis and Jesse Spencer and on the west by the lands of Annie Kess, and described as follows:-

Beginning for the same at a stone heretofore planted on the most southeastern boundary of the land allotted to Annie Kess which is also the most southwestern boundary of the lands allotted to Barbara Trusty, thence in a easterly direction running with and bounding on the division line between the lands of the said Barbara Trusty and the land allotted to Estella Davis, a distance of one hundred and forty-five feet more or less to a stone heretofore planted as a boundary between the land allotted to the said Barbara Trusty and the said Estella

Davis, and also the land allotted to Jesse Spencer, thence running with and binding on the division line between the land of the said Barbara Trusty and the said Jesse Spencer a distance of ninety-four feet more or less to a stone heretofore planted in said division line, then leaving said division line and running in a northerly direction through the land of the said Barbara Trusty a distance of two hundred and nine feet more or less to a stone heretofore planted, thence in a westerly direction a distance of two hundred and nine feet more or less to a stone heretofore planted on and in the division line between the land allotted to the said Barbara Trusty and the land allotted to the said Annie Kess, thence running with and bounding on the said division line in a southerly direction to the place of beginning.
Containing one acre of land.

Being the same lot of ground and premises that was granted and conveyed by Barbara Trusty and husband to the said Ann Rebecca Kess by deed dated March 23rd, 1918 and recorded in Liber G. W. No. 141, Folio 265, and being also a portion of the same lot of ground that was allotted to the said Barbara Trusty under decree of the Circuit Court for Anne Arundel County dated August 20th, 1914 and passed in a cause wherein Springfield Spencer et als, were plaintiffs and Jesse Spencer was defendant.
(Equity docket 5 Folio 484.)

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

To Have And To Hold the above described lot of ground and premises unto the Arundel Perpetual Loan and Savings Association of Anne Arundel County, its successors and assigns, in fee simple.

If However the said Mortgagors shall make the payments and perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, hereby covenant with the Arundel Perpetual Loan and Savings Association of Anne Arundel County, its successors and assigns, to pay and perform as follows, that is to say; to pay the Mortgagee or its assigns, the weekly sum of two dollars and twenty-five cents, as dues, on every Tuesday evening; also to pay all taxes or assessments for which the property hereby mortgaged may become liable, when payable; to pay also the sum of one dollar and eight cents, on every Tuesday evening, being the interest and premium of twelve cents per share on each one of the shares redeemed; to pay the fine of five cents per share per week for every week said payments shall remain unpaid. Also to pay all fines that may be imposed on said Mortgagors by said Mortgagee in accordance with its Constitution and By-Laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the Mortgagee; all of which payments and covenants shall continue in force until the weekly dues aforesaid shall amount to the sum of money advanced by said Mortgagee to said Mortgagors as aforesaid.

And it is further understood that when and so often as one hundred dollars are paid to said body corporate as weekly dues (said sum corresponding to one share of stock), then the weekly interest of twelve cents per share due thereon shall be abated.

And in case of default being made in the installments of the aforesaid mortgaged debt and interest at the times limited and mentioned for the payment of the same for four weeks or in case of any default being made in the covenants or conditions of this Mortgage, then the whole Mortgage debt hereby intended to be secured shall become due and payable; and these presents

are hereby declared to be in Trust, and the said body corporate or its assigns, or J. Bibb Mills, its duly constituted attorney or Agent, are hereby authorized and empowered to sell all the property hereby mortgaged, or so much thereof as may be necessary, and to grant the same to the purchaser or purchasers thereof, or to his, her or their assigns; which sale shall be made in the following manner; by giving at least twenty days previous notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and the proceeds arising from such sale, to be applied, first to the payment of all expenses incident to such sale, including a counsel fee of twenty-five dollars and a commission to the party making such sale, equal to that allowed on sales made by a Trustee under decrees of Courts having Equity jurisdiction in Maryland; secondly, to the payment of all moneys owing hereunder, whether the same shall have then matured or not; and as to the balance, to pay it over to said Mortgagors, their heirs, personal representatives and assigns.

Witness the hands and seals of said Mortgagors.

Test: Ann Rebecca Kess (Seal)

Thos. Burling Hull Columbus his X mark Kess (Seal)

H. C. Bourke, Jr.

State of Maryland, Anne Arundel County, To Wit:-

I Hereby Certify that on this 30th day of April in the year Nineteen Hundred and Eighteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Ann Rebecca Kess and Columbus Kess, her husband, the Mortgagors above named, and each acknowledged the said Mortgage to be their act and deed. And also at the same time before me personally appeared William Huber, President of the Arundel Perpetual Loan and Savings Association of Anne Arundel County, and made oath in due form of law, that the consideration set forth in the aforegoing Mortgage is true and bona fide as therein set forth; and that he is the duly appointed Agent of the said body corporate for the purpose of making this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal) H. C. Bourke,Jr.

Notary Public.

Baltimore, Maryland. June 8th.,1937

The within Mortgage is hereby assigned to Irving H. Mezger, Attorney for purpose of foreclosure

(Corporate Seal) Arundel Perpetual Loan and Savings

Attest: Association of Anne Arundel County.

Robt. M. Forring, Secretary. John P. Helmer, President.

Received for Record 16th day of June, 1937, at 9 o'clock A. M. and same day recorded in Liber G. W. No. 141, Fol. 350, Land Records of Anne Arundel County.

Frank A. Munroe, Clerk.

Bond --Filed & Approved this 21st day of June,1937, Frank A. Munroe, Clerk.

Know All Men By These Presents, That ~~we~~ I, Irving H. Mezger, Attorney, 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 One Thousand ($1000.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 18th day of June, Nineteen Hundred and thirty-seven.

Whereas, by virtue of a power of sale contained in a mortgage from Arundel Perpetual Loan & Savings Association of Anne Arundel County to Ann Rebecca Kess and Columbus, her husband bearing date on or about the Thirtieth day of April Nineteen Hundred and eighteen the said Irving H. Mezger, Attorney 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 Irving H. Mezger, Attorney, 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 Irving H. Mezger, Attorney, 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.

Lina Johnson

Irving H. Mezger (Seal)
Attorney, assignee

(Corporate Seal)

Eagle Indemnity Company
By: Benjamin Michaelson
Attorney-in-fact.

Statement of Mortgage Claim -- Filed July 7th., 1937.

Statement of mortgage claim of the Arundel Perpetual Loan and Savings Association of Anne Arundel County, under the mortgage from Ann Rebecca Kess and Columbus Kess, her husband, to the Arundel Perpetual Loan and Savings Association of Anne Arundel County dated April 30th, 1918 and recorded among the Land Records of Anne Arundel County in Liber G. W., No. 141, folio 348,etc.

Balance due on mortgage debt as of November 6th, 1934	$327.87
To 134 weeks interest at the rate of $.48 per week to July 6th, 1937, inclusive	64.32
	$392.19

Balance to bear interest at the rate of $.48 per week until settlement.

Jas. E. Hawkins, Treasurer.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 6th day of July, 1937, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, aforesaid, personally appeared James E. Hawkins, Treasurer of the said Arundel Perpetual Loan and Savings Association of Anne Arundel County, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim due under the mortgage filed in the said cause now remaining unpaid.

As Witness my Hand and Notarial Seal.

(Notarial Seal)

H. C. Bourke, Jr.
Notary Public.

Report of Sale. --Filed July 20th,1937

To the Honorable, the Judge of said Court:

The Report of Sale of Irving H. Mezger, Attorney, assignee, of the mortgage from Ann Rebecca Kess and Columbus Kess, her husband, shows:

That under the power and authority granted in said mortgage to make sale of 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 at least twenty (20) 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 Attorney, assignee did pursuant of said notice on Monday, July 12th, 1937, at three (3) o'clock P. M., attend on the premises and then and there sold at Public Auction all that lot of ground located in the Third Election District of Anne Arundel County (Freetown), more particularly described in said mortgage together with the improvements thereon in fee-simple, to Henry C. Bourke, Junior, acting as Agent for the Arundel Federal Savings and Loan Association of Baltimore City, at and for the sum of Three hundred ($300.00) Dollars of which a deposit of Two hundred ($200.00) Dollars was paid at the time of sale, balance upon ratification of said sale with all expenses to be adjusted to date of sale.

Irving H. Mezger

Attorney-assignee

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 15th day of July 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 Irving H. Mezger, Attorney, assignee, of the mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal) A.Evelyn Bishop

Notary Public.

ORDER NISI.

Ordered, this 20th day of July, 1937, That the sale of the property mentioned in these proceedings made and reported by Irving H. Mezger, Attorney-Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 21st day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of August next.

The report states that the amount of sales to be $300.00.

Frank A. Munroe, Clerk.

Certificate of Publication Annapolis, Md., August 19, 1937

We Hereby Certify, that the annexed Order Nisi-- Sale-Equity 7429 - Ann Rebecca Kess and husband was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of August, 1937. The first insertion being made the 22nd day of July, 1937.

The Capital-Gazette Press, Inc.

By Adaline S. Moss

Ordered By The Court, This 23 day of May, 1940 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 June 20th., 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 Ann Rebecca Kess and husband in ac. with Irving H. Mezger, Assignee

To Assignee for fee	$25.00	$
To Assignee for commissions	21.00	46.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	11.40	
Auditor	9.00	30.40
To Assignee for Expenses, Viz:		
Capital-Gazette Press - advertising sale	24.75	
Capital-Gazette Press - Order nisi on report of sale	5.00	
Capital-Gazette Press - Order nisi on auditor's acct.	5.00	
Paul Caplan & Co.,Inc.,Auctioneer	10.00	
Columbia Casualty Co.,-bond premium	10.00	
Clerk of Court - recording assignment	.75	
One-half Federal revenue stamps	.25	
One-half State revenue stamps	.15	
Notary fees	.50	56.40
To Arundel Perpetual Loan & Savings Ass'n of Anne Arundel County, mortgagee -this balance on account of mortgage claim		167.20
		$300.00

Amount of mortgage claim filed	$392.19
Cr. Amount allowed as above	167.20
Balance subject to decree in personam	$224.99

Cr. June 12, 1937 Proceeds of Sale $300.00

ORDER NISI

Ordered, This 20th., day of June, 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 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.

John H. Hopkins, 3rd.,Clerk.

Certificate of Publication Annapolis, Md., Aug. 6, 1940

We hereby certify, that the annexed Order Nisi - Aud. Acct. - Kess - Eq. 7429 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 22nd day of July, 1940. The first insertion being made the 27th day of June, 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 August, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,

Judge.

Zofia Bizon, Maryanna Bizon, Joseph Sobus, Marion Kusik, and Thomas and Josefa Pawelczyk	:	In The Circuit Court No. 2,of Baltimore City.
Complainants,	:	No. 7658 Equity.
Vs.	:	In the Circuit Court for Anne Arundel County.
First Polish-American Building Association, "Sobieski," A Body Corporate.	:	

Certified Copy of Bill of Complaint -- Filed March 19th, 1934 --Filed July 14",1938

To The Honorable, The Judge of said Court:

Your Complainants complaining, respectfully represent:

Eq

1. That the Defendant, First Polish-American Building Association "Sobieski" is a body corporate, duly incorporated under the laws of the State of Maryland as a Building and Homestead Association, and is engaged in the business of accepting money from depositors to whom it agreed to pay six per cent interest, and lending money to borrowers from whom it accepted mortgages on real estate as collateral security, to be repaid in small installments; that the purpose and object to the Association is to accumulate and safeguard the savings of its said depositors and to loan the money on safe and sound security; that its office is located at 1706 Eastern Avenue, Baltimore, Md.; that its authorized capital is thirty thousand shares at One Hundred Dollars each, or a total capitalization of Three Million Dollars ($3,000,000); that its business as to deposits is conducted practically exclusively with Polish people and

its loans are largely made to members of the same nationality, and both the depositors and mortgagors have regarded said Building Association as a bank, and its business has been conducted in such a manner as to create and confirm this impression.

2. That the only money that said Defendant has to loan from time to time is that which it receives from its depositors and that which it borrows from banks and others and any accumulated surplus; that the officers and directors of said Corporation and the entire management thereof are charged with the duty and obligation as Trustees and Directors of securing ample and sufficient security for any loans made and not lending on any properties, from time to time, more money than is amply and properly secured for the property, in accordance with safe Banking and Building Association practices; that notwithstanding their said duty in the premises, the officers and directors and management of said corporation have loaned the monies of said Corporation on insufficient and inadequate security and have made loans to individual borrowers greatly in excess of the value of the properties upon which mortgages were taken as security and in excess of the actual cost thereof, and although they are further charged with the duty and obligation of loaning only to home buyers or home owners on their property, they have loaned large and excessive amounts, inadequately secured, to builders and speculators, including officers and directors of said Association, and that instead of said Association being used for the sake of proper investment of funds, it became a speculative and gambling enterprise and the directors and officers, in many instances, used said funds for their own benefit and aggrandizement; said corporation has been compelled to foreclose and/or take over from mortgagors a very large number of properties in which a very large and substantial portion of the assets of said Association are now invested; that said properties cannot be sold for, nor have they a value anything like the amount of money loaned on them by said Corporation and now invested therein, and said properties are producing insufficient amounts to pay the taxes, ground rent, water rent, insurance and repairs thereto and a proper and reasonable amortization of the investment, and in addition to realizing insufficient to net a proper return thereupon said properties represent a frozen and illiquid asset of said Corporation, whereas said assets of said Corporation should be represented by mortgages payable in installments and therefore liquid, and cash on hand; that these properties, as a matter of fact, represent a very substantial and tremendous loss to the Association which properly valued at this time, as should be done, would represent a very substantial impairment of its capital assets; that the condition of said body corporate has been caused and produced by the negligent, inefficient, improper, wrongful management and operation thereof by the officers, directors and management who, or a substantial portion thereof, are still in active control of the management and operation of said Corporation.

3. That said Corporation has paid its officers, directors, servants and employees excessive salaries, directors' fees, bonuses and commissions, entirely disregarding the use in proportion to the duties performed by them, and from time to time, have in actuality and effect, instead of creating and maintaining a suitable surplus for losses that might thereafter occur, have divided the profits up between directors and/or officers and/or management in the shape of salaries and/or directors' fees.

4. That said Corporation's officers or some of them, in utter disregard and defiance of their duties in the premises, and of the rights of the depositors therein, wilfully, wrongfully and improperly used, misapplied and misappropriated large sums of the money of the Corpora-

tion for their own personal benefit, investments and speculations and gave to the Association as security and/or satisfaction of said sums so received securities including insurance policies, equities in properties, stocks, bonds and other evidence of indebtedness and that said misappropriation will amount to in excess of Two Hundred Thousand Dollars ($200,000) and information of said misappropriations has been deliberately and wilfully withheld from certain of the directors, officers and shareholders until quite recently.

5. That said Corporation has loaned on mortgages (about four thousand in number) about One Million Six Hundred Thousand Dollars ($1,600,000) and that while the dues, interest and expense that should be paid in weekly installments, approximately seventy-five cent (75%) of the mortgagors are not paying in accordance with the terms of said mortgages, and that a number of the mortgage accounts have no provision for payment of taxes and ground rents, but these items are supposed to be paid direct by said mortgagors themselves, but as a matter of fact said mortgagors, in many instances, have failed and refused to pay said ground rent, taxes and water rent and said expenses on said properties are accumulating and operate as a lien prior to the mortgage held by the Association on said properties; that the receipts from said mortgages are inadequate, improper and insufficient to meet the necessary operating expenses of the Association due in large part to the inefficient, lax, wrongful and careless manner of servicing said mortgages and requiring payments to be made in accordance with their terms so that the affairs of said Association have become hopelessly confused and insolvent and that the creditors and shareholders of said Association will suffer irreparable damage, loss and injury unless a Receiver is appointed to liquidate the Association's affairs and conserve its assets to the benefit of its creditors and shareholders.

6. That said Corporation was indebted to the Equitable Trust Company of Baltimore in a sum in excess of One Hundred and Fifty Thousand Dollars ($150,000) on notes endorsed by the officers and directors of the Defendant corporation; that said Association has borrowed a large sum of money from the Federal Government through the Reconstruction Finance Corporation, which sum was used by the Association to pay off said bank loan, endorsed as aforesaid, and to pay off other obligations to other creditors on which the directors were personally liable, or on which mortgages were pledged as security and that very little, if any of said proceeds of said Reconstruction Finance Corporation loan was used to pay the demands of its depositors, many of whom had been endeavoring to withdraw, or to pay its overdue taxes on the various properties; that at the time of said loan from the Reconstruction Finance Corporation, said Corporation pledged as security for said loan a large amount of mortgages far in excess of the amount of said loan and obligated itself to pay in stated installments to the Reconstruction Finance Corporation, certain definite sums in liquidation thereof; and that said Association has been and is now exchanging a large number of its mortgages for bonds of the Home Owners Loan Corporation, and that said Association has been making payments to the various insistent and demanding depositors, through attorneys or otherwise, who have demanded payment of their money and have paid said claims in full, in cash or in bonds, at a time when the officers, directors and management of the Association knew the Association to be insolvent and knew said payments were creating unlawful preferences and wasting away thereby the assets of said Association for the benefit of a few and in order to prevent the disclosure and/or with the effect of concealing the disclosure of the misappropriations by certain of its officers;

7. That said Association has failed to pay the State and City taxes and other expenses on properties owned by it and on properties mortgaged to it, and in many instances, there are arrears of State and City taxes for four years, and your Complainants believe that said Association is and will be unable to meet and pay said taxes.

8. That said Defendant corporation and its officers and directors and employees, or some of them, have loaned and/or used the funds of said Building Association in the operation of a realty corporation and/or real estate enterprises and in the operation of a loan and/or finance company and/or finance business, which loan business and/or realty business was conducted from the same and/or adjoining premises;

8½. That your Orators are depositors of said Association as follows:

NAME.	AMOUNT OF DEPOSIT.
Zofia Bizon.	$3117.25
Maryanna Bizon	116.50
Joseph Sobus.	1314.25
Marion Kusik.	505.52
Thomas and Josefa Pawelczyk.	1657.00

The pass books of complainant Zofia Bizon, Maryanna Bizon and Joseph Sobus, being filed herewith, marked #Exhibits Nos. 1, 2 and 3, and the pass book of Marion Kusik will be produced at the trial of this cause, and the pass book of Thomas and Josefa Pawelczyk is in the possession of the Defendant, upon which at the time of the deposit, your Orators were promised six per cent (6%) interest and that in spite of said promise and obligation so undertaken, that no interest of any kind has been paid on said accounts since May, 1932; that your Orators and each of them have requested and demanded of said Association that they be permitted to withdraw their said monies so deposited as aforesaid, but said Association has failed and refused to pay said monies; and that said Association has recently undertaken arbitrarily and unlawfully, in derogation to the rights of the creditors, to tender to them the sum of twenty-five cents per hundred per month;

9. That the officers, directors and management of said Association who have so negligently, wrongfully, improperly and inefficiently managed its affairs and who, or some of them, have wilfully misappropriated its funds, are yet in charge and control of its affairs or have an influence in connection therewith and will further injure said Association and cause great loss and damage to its creditors, stockholders and others as public confidence in them has been found to be misplaced and is now shaken and it is absolutely necessary that this Court order said Association to be liquidated for the benefit of everyone, under the direction and control of this Court.

10. That said Defendant has shown preferences in the payment of the various depositors, creditors and shareholders and that it has paid, in a number of instances, a large sum to its directors, creditors and shareholders while to others it has reluctantly paid very meagre sums; that in so doing, said Association is depleting itself of its quick assets to the benefit and aggrandizement of a few and to the injury and damage to the free shareholders as a class, so that if said course of conduct and management continue, the assets of said Corporation will be distributed, not equally and ratably to those entitled thereto, but in full to those who demand and receive and not at all to those who are unable to bring sufficient pressure to require immediate payment.

11. That these Complainants by reason of having deposited said monies with said Defendant Corporation in the manner hereinbefore discussed and to be disclosed by the evidence, should be classed and designated as general creditors and preferred to free shareholders of said Association.

12. That said Defendant corporation is insolvent in that it is unable to pay the claims of the depositors and creditors in the regular course of business and in that its liabilities far exceed its assets at a fair and proper valuation.

13. This bill is filed on behalf of your Complainants and all other depositors and creditors of the Defendant who are willing to be made parties hereto.

TO THE END THEREFORE:

1. That this Honorable Court may forthwith appoint a Receiver or Receivers to take charge of all the assets of said Defendant Corporation, and hold the same subject to the further orders of this Court;

2. That said Defendant corporation may be liquidated under the jurisdiction of this Court by such Receiver or Receivers appointed for such purpose, and that the assets or proceeds of sale thereof may be distributed ratably and properly according to their respective interests, claims and priorities, amongst the creditors, depositors and other persons entitled in accordance with directions of this Honorable Court;

3. That the Defendant and all its officers, directors, and em_____ be restrained from transferring, paying or disposing of any of the funds or other assets of this Corporation pending the further order of this Court;

4. And for such other and further relief as the nature of their case may require.

May it please your Honor to grant unto the Complainants the writ of subpoena directed to the said First Polish-American Building Association "Sobieski," 1706-08 Eastern Avenue, commanding it to be and appear in this Honorable Court on or before some certain day to be named therein to answer the premises and show cause, if any it may have, why the relief should not be granted as prayed, and abide by and perform such Orders or Decrees as may be passed herein.

And as in duty bound, etc.

Richard E. Preece.

Solicitor for Complainants.

State of Maryland, City of Baltimore, to wit:

I hereby certify, that on this 17th day of March, 1934, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, aforesaid, personally appeared _____ who, on his own behalf and on behalf of the other Complainants named herein, made oath in due form of law that the matters and facts set forth in the Bill of Complaint are true to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) Stephen Matega

Notary Public.

Ordered this 19 day of March, 1934, by the Circuit Court No. 2 of Baltimore City, that the defendant show cause within 5 days from this date why the relief prayed in the proposed order should not be granted, Provided a copy of the proposed order together with a copy of this order, be served on defendant or his Solicitor of record, on or before 21 March, 1934

Eugene O'Dunne, Judge.

State of Maryland, City of Baltimore, Ss:

I, John Pleasants, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Bill of Complaint and Order of Court passed the 19th of March-1934.
now on file in this office in the cause therein

In Testimony Whereof, I hereto set my hand and affix the seal of said Circuit Court No. 2, this 11th day of July, A. D. 1938

(Court Seal) John Pleasants, Clerk.

Certified Copy of Answer, Filed April 3--1934.

To The Honorable, The Judge of Said Court:

The Answer of the First Polish-American Building Association, "Sobieski," a body corporate, to the Bill of Complaint herein filed, respectfully shows:

The Defendant reserving unto itself all demurrer to which it may be entitled by reason of the omissions, errors, informities and imperfections of the Bill of Complaint, says:

1. Answering paragraph 1, the Defendant admits that it is a homestead Building and Loan Association duly incorporated under the laws of the State of Maryland having a total capitalization of three million dollars divided into shares of the par value of $100.00 each. It denies, however, that it is engaged in the business of accepting money from depositors averring on the contrary that its funds are received from subscribing stockholders, who receive from the Association dividends, when, if and as declared by the Board of Directors. It admits that the purpose and object of the Association is to accumulate the savings of its stockholders. It denies emphatically that its business is conducted exclusively among Polish people, averring on the contrary that its subscribing stockholders are not only of Polish origin but of all other nationalities, and that it holds mortgages among its assets made by persons of many nationalities and in every section of the City. It further denies ever having conducted its business as a bank or held itself out as such to its subscribing stockholders.

2. Answering paragraph 2, the Defendant admits that its funds are received solely from its subscribing stockholders and from loans made to it by Banks and from its accumulated surplus and it admits that its affairs are managed by its officers and directors. As to that portion of the paragraph dealing with charges against the management of the Association, it neither admits nor denies the same demanding strict proof thereof. It admits that it has from time to time loaned its funds to builders and real estate operators but denies that there was any impropriety therein. It further admits that at the present time, due to the economic financial condition prevailing not only in this City but throughout the country, it has been compelled to take over by way of deed and foreclosure a large numer of properties of a substantial value but it denies that said properties so taken by it are producing insufficient revenue to pay the taxes, ground rent, water rent, insurance and repairs thereon, averring on the contrary that these properties so held by it have been fully rehabilitated where the same was necessary and are producing a substantial revenue and that it is making every possible effort to dispose of this real estate where it is deemed expedient for the best interest of the Association so to do.

It denies emphatically that this real estate represents a substantial and tremendous loss, averring on the contrary that it anticipates reaping a substantial profit therefrom.

3. Answering paragraph 3, the Defendant denies the matters and facts set forth therein

and demands strict proof thereof.

4. Answering paragraph 4, this Defendant neither admits nor denies the matters and facts set forth therein, demanding strict proof thereof.

5. Answering paragraph 5, the Defendant states that its funds loaned by way of mortgage are substantially larger than as set out in the Bill of Complaint. It admits that a number of the mortgages, which it holds, are not being amortized in accordance with their terms and that it has had some difficulty in compelling the mortgagors to pay the ground rent and taxes on the premises mortgaged but it avers that every effort is being made to secure adequate amortization by the mortgagors and to compel the mortgagors to pay the taxes and ground rent when due. It emphatically denies that its receipts are inadequate, improper and insufficient to meet the necessary operating expenses of the Association and further denies the charges of inefficiency and laxness on the part of its officers in the collection of these mortgage payments. It still further denies that its affairs are hopelessly confused and that it is insolvent, averring on the contrary that its assets exceed its liabilities and that the appointment of a receiver or receivers to liquidate the Association's affairs would be a most expensive and unnecessary procedure and that the same result can be more adequately accomplished by allowing the present management to retain charge and control of the affairs of the Corporation.

6. Answering paragraph 6, the Defendant denies that the note mentioned in said paragraph as formerly held by the Equitable Trust Company was endorsed by the officers and directors of the Corporation, averring on the contrary that it was an obligation of the Corporation only. It admits, however, that it borrowed a sufficient sum from the Reconstruction Finance Corporation to liquidate its debt to the Equitable Trust Company, averring however, that this was done to secure a reduction in the rate of interest on said loan. It admits that the loan of the Reconstruction Finance Corporation is secured by mortgages and further admits that said loan has been substantially curtailed. As to the balance of the paragraph it neither admits nor denies the allegations with reference to mismanagement on the part of its officers but demands strict proof thereof.

7. Answering paragraph 7, the Defendant emphatically denies the matters and facts set forth therein.

8. Answering paragraph 8, the Defendant neither admits nor denies the matters and facts set forth therein, demanding strict proof thereof.

8½. Answering paragraph 8½, the Defendant admits that the persons mentioned in said paragraph are stockholders in the said Association and that the amounts set opposite their respective names in the Bill of Complaint are the amounts paid by each on account of his or her respective purchases of stock, but denies that said persons are depositors of the Association.

Further answering said paragraph, it denies emphatically that 6% interest (or any other interest) was promised to these persons, averring on the contrary that since they were stockholders in the Corporation, they were entitled to receive dividends only, when dividends were declared by the Board of Directors. It admits, however, that there have been no dividends paid by the said Corporation since May, 1932.

Further answering said paragraph, it admits that the persons mentioned in said paragraph have made demand on the Association for the redemption of their free share stock, but it de-

nies that its refusal so to meet said demand was arbitrary, unlawful or in derogation of their rights, asserting that, in conformity with its rules, it has offered to them the same withdrawal privileges as offered to its other stockholders.

9. Answering paragraph 9, the Defendant denies the matters and facts set forth therein, averring on the contrary that there is no necessity for the intervention of this Honorable Court or for the liquidation of the Association under the supervision of this Honorable Court. It further states that the affairs of the Association are being carefully, conservatively and prudently managed and that it will ultimately be fully able to redeem all of the free share stock outstanding at par from such shareholders as desire the same and that the Complainants, along with all others in like circumstances, will receive for their stock all monies subscribed by them on account of the purchase of said stock.

10. Answering paragraph 10, the Defendant denies the matters and facts set forth therein.

11. Answering paragraph 11, the Defendant denies the deposit of money by the Complainants as alleged and consequently denies that they should be classed and designated as general creditors, averring on the contrary that the Complainants are free shareholders of said Association and entitled to only the privileges and rights of free shareholders.

12. Answering paragraph 12, the Defendant denies emphatically that it is insolvent or unable to meet the claims of its creditors or that its liabilities exceed its assets. It denies emphatically having any depositors.

13. Answering paragraph 13, the Defendant says that the Complainants are not depositors or creditors of the Defendant but stockholders, and as such it has answered this Bill of Complaint and is ready, willing and able to answer the complaints of all other free shareholders who become parties Plaintiff hereto.

Answering the Whole Bill of Complaint, the Defendant says that, like all other building associations in this City, due to the present economic conditions prevailing, more particularly in the real estate field, its business has been largely curtailed and its operations impeded but that it is carefully and prudently working out its affairs under the advice of counsel; that it is attempting to maintain a status of mutuality among its free sharenolders; that as a part thereof it has offered to its free shareholders the right to accept in exchange for a portion of their free share stock, Home Owners Loan Corporation bonds; that this offer is open to the Complainants and all other free shareholders; that its affairs and the conduct and management of its affairs are open to the inspection of the Complainants or the Complaintants' counsel, and that the vast percentage of its stockholders are in full harmony and sympathy with the plans and management of the Corporation; that if this Honorable Court should attempt to carry out the wishes and desires of the Complainants and appoint a receiver or receivers for it, a serious, costly and irreparable damage would be done not only to the othor stockholders but to the Complainants themselves, whereas, if allowed to continue operation under its present set-up, the best interests of the creditors and stockholders will be properly subserved.

Wherefore, having fully answered, it prays to be hence dismissed with its proper costs of suit.

First Polish-American Building
Association, "Sobieski,"
By Jacob Mechlinski,
Vice-President.

Paul R. Hassencamp.
Solicitor for Defendant.

State of Maryland, City of Baltimore, SS:

I, John Pleasants, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Answer, passed the 3rd day of April, 1934. now on file in this office in the cause therein

In Testimony Whereof, I hereto set my hand and affix the seal of said Circuit Court No. 2, this 11th day of July, A. D. 1938

(Court Seal) John Pleasants, Clerk.

Certified Decree APPOINTING RECEIVERS OF DEFENDANT CORPORATION SIGNED JUNE 15, 1934.

DECREE.

Upon consideration of the Bill of Complaint herein, the intervening petitions, the answer of the defendant corporation thereto, and the resolution of the Board of Directors filed in this cause consenting to the appointment of Receivers herein for the defendant corporation, it is this 15th day of June, 1934, by the Circuit Court No. 2 of Baltimore City Ordered and Decreed, that Paul R. Hassencamp and Paul M. Higinbothom, be and they are hereby appointed Receivers in this cause of all the property, assets, books, papers and records of the First Polish-American Building Association, "Sobieski," the defendant corporation herein, and the Officers, Directors and Agents of said defendant corporation are hereby directed to forthwith deliver and turn over to said Receivers all the property, assets, books, papers and records of said defendant corporation; and it is further Ordered, that before said Receivers shall proceed to act herein they shall give several bonds in the penalty of Fifty Thousand Dollars, with corporate surety, conditioned for the faithful performance of their duties herein as such Receivers; and it is further Ordered, that upon the qualification of said Receivers, they shall prepare as soon as possible and file in this cause, a detailed statement of the assets of said defendant corporation with their reasonable and proper worth, and a detailed statement of all the liabilities of said corporation including the liability to the depositors thereof;

And It is further Ordered, that Richard E. Preece and Edward L.Ward, be and they are hereby appointed counsel to said Receivers in this cause, this Court, however, reserving the question of compensation to said Receivers, and said counsel for their purely legal services herein, as to the Court may seem proper and reasonable for the services rendered by said Receivers, and the legal services of said counsel in this case;

And it is further Ordered, that the usual notice to creditors issue herein.

Eugene O'Dunne.

State of Maryland, City of Baltimore, SS:

I, John Pleasants, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Decree passed the 15th day of June- 1934. now on file in this office in the cause therein

In Testimony Whereof, I hereto set my hand and affix the seal of said Circuit Court No. 2, this 11th day of July, A. D. 1938 (Court Seal) John Pleasants, Clerk.

Certified Copy of Petition of Receivers for authority to foreclose Mortgages, Et., passed in this cause on June 19th, 1934.

To The Honorable, The Judge of Said Court:

The Petition of Paul R. Hassencamp and Paul M. Higinbothom, the Receivers of the de-

fendant corporation, appointed by decree of this Court, and who have duly qualified, respectfully represents unto your Honor:

1. That it will become necessary for your petitioners as Receivers of the Defendant Corporation, to execute and deliver releases of mortgages, which form part of the assets of this estate, when mortgagors are prepared to settle the balances due upon such mortgages; either in cash or by bonds of the Home Owners Loan Corporation.

2. That it will also become necessary for your Petitioners to institute foreclosure proceedings upon mortgages in Baltimore City, Baltimore County, and Anne Arundel County, Maryland, which cannot be realized upon for this estate in any other manner.

3. That these Petitioners respectfully submit, that it is proper and for the benefit of this estate, that they be authorized to execute and deliver such releases of mortgages as may be found necessary in the administration of this estate, upon payment of the balances due upon such mortgages either in cash or bonds of the Home Owners Loan Corporation; and they be authorized to institute foreclosure proceedings upon such mortgages in default, forming a part of the assets of this estate, as they believe necessary and for the benefit of this estate, where the balances cannot be realized thereon by payment or otherwise.

WHEREFORE THEY PRAY:

That such order, giving such authorization, may be duly passed by this Court herein.

And as in duty, etc.

Richard E. Preece
Edward L. Ward
Counsel for Receivers.

Paul R. Hassencamp
Paul M. Higinbothom
Receivers.

Sworn to before me this 19 day of June, 1934, by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, Petitioners.

(Notarial Seal) Gorden S. Duvall
Notary Public.

Upon the foregoing petition, it is this 19th day of June, 1934, by the Circuit Court No. 2 of Baltimore City, Ordered, that Paul R. Hassencamp and Paul M. Higinbothom, the Receivers in this cause of the First Polish-American Building Association, "Sobieski," a body corporate, the defendant herein, be and they are hereby authorized to execute and deliver such releases of mortgages forming part of the assets of this estate, as may be found necessary in the administration of this estate, upon payment of the balances due upon such mortgages, either in cash or bonds of the Home Owners Loan Corporation, which bonds they are hereby authorized to accept in lieu of cash;

And said Receivers are further authorized to institute foreclosure proceedings upon such mortgages forming part of the assets of this estate, which are in default, and where the balances due thereon cannot be realized in any other way than by a public sale of such mortgaged property.

(Signed) Eugene O'Dunne.
Judge.

State of Maryland, City of Baltimore, SS:

I, John Pleasants, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Petition and Order of Court passed the 19th day of

June--1934,

now on file in this office in the cause therein

In Testimony Whereof, I hereto set my hand and affix the seal of said Circuit Court No. 2, this 11th day of July, A. D. 1938

(Court Seal) John Pleasants, Clerk.

Filed July 14, 1938.

Certified Copy - Petition - Private Sale - Property on Old Annapolis Boulevard near Robinson Station A. A. County - To Walter Goszka and Helen Goszka, his Wife, for $2500.00

Filed Aug. 23" 1938.

To The Honorable, The Judge of Said Court:

The petition of Paul R. Hassencamp and Paul M. Higinbothom, Receivers herein, respectfully represents unto your Honor:

1. That among the assets of this estate is a fee simple lot of ground located on the former Baltimore-Annapolis Boulevard, near Robinson Station, Anne Arundel County, Maryland, upon which property the First Polish-American Building Association "Sobieski," formerly held a mortgage which was foreclosed by your Petitioners as Assignees, and said property bought in at public sale on July 12, 1937, at $4000.00, for the benefit of this estate, said sale has been ratified, and title to said property is now vested in said Receivers.

2. Said property has been appraised in this proceeding by Mr. William E. Ferguson, a real estate expert, prior to the public sale, at $4,000.00, but since said time a new Baltimore-Annapolis Boulevard has been constructed and said property which formerly was on the old Boulevard at an advantageous spot, is no longer upon said Boulevard, which has greatly lessened its value; and your Petitioners have received an offer at Private Sale for said property of $2500.00, from Walter Goszka and Helen Goszka, his wife, two of the former owners, with a deposit of $100.00, all 1938 taxes and other assessments to be assumed and paid by said purchasers, settlement to be made immediately upon ratification of this sale herein, provided the Court shall authorize the same to be made.

3. That in addition to this said purchasers are the owners in fee of Lots Nos. 537 and 538, Section 15, on the Plat of Linthicum Farms, Lansdowne, Baltimore County, Maryland, which lots have been appraised by Mr. Ferguson at $250.00, and as part consideration of said purchase, said purchasers have agreed to deed said lots to said Receivers, in order to save foreclosure costs thereon, as said First Polish-American Building Association's mortgage above referred to also covered said lots; and as an additional part of said purchase your Petitioners have agreed not to proceed to any deficiency decree against said purchasers, nor against Alexander Goszka, who also executed said original mortgage, in connection with the deficiency of $4605.44, shown by the Auditor's account in Equity Case No. 7341, docketed in the Circuit Court for Anne Arundel County, In Equity, on February 18, 1937, entitled "Paul R. Hassencamp and Paul M. Hibinbothom, Assignees Vs. Walter Goszka, and Helen Goszka, his wife, and Alexander Goszka," in order that all matters between your Receivers and said parties may be finally settled.

4. Your Petitioners believe said sum of $2500.00 to be a good price for said property, much more than could be obtained by another public sale, as said property would have to be advertised, in addition to auctioneer's fee, etc., and especially in view of the re-location of the Baltimore--Annapolis Boulevard, which has decreased considerably the original value

thereof, and they respectfully pray this Court to pass an order herein authorizing them to sell said fee simple property at Private Sale for the sum of $2500.00, unto Walter Goszka and Helen Goszka, his wife, upon the terms and conditions as above stated.

5. Said property is particularly described as follows:

Beginning for the same thereof, being part of all that lot of ground in Anne Arundel County containing about four acres, which by Deed dated October 27, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 81, folio 22 &c., was conveyed by Laura L. Tydings to Anna L. Kleis and Frank M. Kleis, her husband. Beginning for the same at an iron pipe set on the eastern side of the (old) Baltimore--Annapolis Boulevard where the side of said Boulevard is intersected by the southernmost outline of the four acre tract above mentioned, and running thence bounding on said outline and on the northeastern side of a road south fifty-six degrees east two hundred feet, thence leaving the outline of the whole tract north nine degrees east one hundred and three feet, and north sixty-one degrees forty-six minutes west two hundred and four and fifty-five one-hundredths (204.55) feet to intersect the eastern side of said Boulevard at the distance of eighty-four and fifty one-hundredths (84.50) feet northeastward from the place of beginning, and thence south thirteen degrees five minutes west eighty-four and fifty one-hundredths (84.50) feet to the place of beginning. Containing 0.42 acre of land.

5. Attached hereto as part hereof is a certification by two real estate experts as to the value of said property and the reasonableness of said offer.

Wherefore they pray that an appropriate order may be passed herein authorizing such sale as hereinbefore set forth.

And as in duty, etc.

Edward L. Ward
Counsel for Receivers.

Paul R. Hassencamp
Paul M. Higinbothom
Receivers.

Sworn to before me this 11th day of July, 1938, by Paul R. Hassencamp and Paul M. Higinbothom, Receivers.

(Notarial Seal) Gordon S. Duvall
Notary Public.

We, the undersigned, real estate dealers, hereby certify that we have examined the property mentioned in this petition, and certify, that the sum of $2500.00 in our opinion is all the same is reasonably worth, more than could be procured at a public sale, and in our opinion, such offer is fair and reasonable and should be accepted.

William E. Ferguson
James F. Gosnell

Upon the foregoing petition and certification, it is this 12th day of July, 1938, by the Circuit Court No. 2 of Baltimore City, Ordered, that Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be and they are hereby authorized to sell the fee simple property mentioned and described in this petition, located upon the old Baltimore--Annapolis Boulevard, near Robinson Station, Anne Arundel County, Maryland, unto Walter Gosza and Helen Goszka, his wife, at Private Sale, at and for the sum of $2500.00, all 1938 taxes and assessments to be made immediately upon ratification of said sale; and said Receivers shall report said sale to this Court for ratification, subject to the usual right of exceptions;

And it is further Ordered, that said Receivers be and they are hereby authorized to accept a deed from said purchasers of Lots Nos. 537 and 538, Section 15, on the Plat of Linthicum Farms, Lansdowne, Baltimore County, Maryland, owned by said purchasers upon which the First Polish-American Building Association "Sobieski," holds a mortgage, in order to avoid foreclosure costs upon said lots; and which conveyance shall be considered as an additional consideration for the above sale;

And it is further Ordered, that said Receivers be and they are hereby authorized to release said purchasers and one Alexander Goszka from any claim for a deficiency of $4605.44, as shown by the Auditor's Account in Equity Case No. 7341, docketed in the Circuit Court for Anne Arundel County, In Equity, on February 18, 1937, entitled "Paul R. Hassencamp and Paul M. Higinbothom, Assignees Vs. Walter Goszka, and Helen Goszka, his wife, and Alexander Goszka," in order that all matters between said Receivers and said parties may be finally settled.

Rowland K. Adams, Judge.

Linthicum Farms, Lansdowne, Baltimore County - To Walter Goszka and Helen Goszka, his wife, - for $2500.00

To The Honorable, The Judge of said Court:

The Report of Private Sale made by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, respectfully shows unto your Honor:

1. That in pursuance of the authority contained in an order of this Court dated July 12th, 1938, these Receivers were authorized to sell at Private Sale unto Walter Goszka and Helen Goszka, his wife, at and for the sum of $2500.00, with a deposit of $100.00, the fee simple property located upon the old Baltimore--Annapolis Boulevard, near Robinson Station, Anne Arundel County, Maryland, (hereinafter particularly described), all 1938 taxes and assessments to be paid and assumed by said purchasers, settlement to be made immediately upon ratification of sale herein; and as an additional consideration for said purchaser said purchasers who are the owners in fee of Lots Nos. 537 and 538, Section 15, on the Plat of Linthicum Farms, Lansdowne, Baltimore County, Maryland, which lots have been appraised at $250.00, are to deed said lots to the Receivers herein, in order to save foreclosure costs thereon, as the First Polish-American Building Association held a mortgage upon said lots; and as an additional part of said purchase your Receivers were authorized not to proceed to a deficiency decree against said purchasers and one Alexander Goszka, but to release said parties from the deficiency of $4605.44 as shown by the Auditor's account in Equity Case No. 7341, docketed in the Circuit Court for Anne Arundel County, In Equity, on February 18,1937, entitled "Paul R. Hassencamp and Paul M. Higinbothom, Assignees Vs. Walter Goszka, and Helen Goszka, his wife, and Alexander Goszka," in order that all matters beteen your Receivers and said parties may be finally settled; and in pursuance of the power and authority contained in said order your Receivers report that they have sold at Private Sale unto Walter Goszka and Helen Goszka, his wife, the fee simple property located upon the old Baltimore--Annapolis Boulevard, near Robinson Station, Anne Arundel County, Maryland, at and for the sum of $2500.00, they have taken a deposit of $100.00, all 1938 taxes and assessments to be paid and assumed by said purchasers; that in addition to this said Receivers will at the time of settlement herein (which is to be immediately upon ratification of this sale) take a deed

from said purchasers to Lots Nos. 537 and 538, Section 15, on the Plat of Linthicum Farms, Lansdowne, Baltimore County, Maryland, which are appraised at $250.00, and said Deed being a part consideration for the sale herein; and your Receivers will also release said purchasers and one Alexander Goszka from the deficiency of $4605.44, as shown by the Auditor's account in Equity Case No. 7341, docketed in the Circuit Court for Anne Arundel County, In Equity, on February 18, 1937, entitled "Paul R. Hassencamp and Paul M. Higinbothom, Assignees Vs. Walter Goszka and Helen Goszka, his wife, and Alexander Goszka," in order that all matters between your Receivers and said parties may be finally settled.

2. Said property is particularly described as follows:

Beginning for the same thereof, being part of all that lot of ground in Anne Arundel County containing about four acres, which by Deed dated October 27, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 81, fol. 22 &c., was conveyed by Laura L. Tydings to Anna L. Kleis and Frank M. Kleis, her husband. Beginning for the same at an iron pipe set on the eastern side of the (old) Baltimore--Annapolis Boulevard where the side of said Boulevard is intersected by the southernmost outline of the four acre tract above mentioned, and running thence bounding on said outline and on the northeastern side of a road south fifty-six degrees east two hundred feet, thence leaving the outline of the whole tract north nine degrees east one hundred and three feet, and north sixty-one degrees forty-six minutes west two hundred and four and fifty-five one-hundredths (204.55) feet to intersect the eastern side of said Boulevard at the distance of eighty-four and fifty one-hundredths (84.50) feet northeastward from the place of beginning, and thence south thirteen degrees five minutes west eighty-four and fifty one-hundredths (84.50) feet to the place of beginning.
Containing 0.42 acre of land.

3. Your Petitioners further report that said sale was bona fide and fairly made, in their opinion the highest price obtainable for said property has been procured, and said sale should be ratified by this Court in due course, upon all the terms and conditions hereinbefore set forth.

Respectfully submitted,

Edward L. Ward
Counsel for Receivers.

Paul R. Hassencamp
Paul M. Higinbothom
Receivers.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 11th day of July, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Paul R. Hassencamp and Paul M. Higinbothom, Receivers of First Polish-American Building Association, "Sobieski," a corporation, and made oath in due form of law that said sale was bona fide and fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) Gordon S. Duvall
Notary Public.

ORDER NISI

Ordered, That the private sale of the property mentioned in these proceedings, made to Walter Goszka and Helen Goszka, his wife and reported by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12 day of August, 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 August, 1938.

The report states the amount of private sale to be $2500.00

Rowland K. Adams.

The Daily Record Baltimore, July 27th., 1938

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court No.2 of Baltimore City, Case of Sofia Bizon, et al vs. First Polish-American B. 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 Aug. 1938. First insertion July 13th., 1938

The Daily Record

Per Arthur M. Stevenson,3rd.

Ordered by the Circuit Court No. 2 of Baltimore City, this 13th day of August, 1938, That the private 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.

Duke Bond.

State of Maryland, City of Baltimore, SS:

I, John Pleasants, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above are true copies of the original Petition and Order of Court signed the 12th day of July, 1938, Receivers' Report of Private Sale filed the 12th day of July,1938, Order Nisi signed the 12th. day of July, 1938, Certificate of Publication filed the 13th. day of August, 1938; Final Order of Ratification signed the 13th. day of August, 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 20th day of August, A. D. 1938

(Court Seal) John Pleasants, Clerk.

Filed Aug. 23" 1938.

Certified Copy - Petition - Private Sale - Fee-Simple Property Located on Camp Meade Road Near Severn Station A. A. County, - To John Maika and Carry Matka, his wife, - For $2450.00. -- Filed Oct. 6th., 1938

To The Honorable, The Judge of Said Court:

The petition of Paul R. Hassencamp and Paul M. Higinbothom, Receivers herein, respectfully represents unto your Honor:

1. That among the assets of this estate is a fee simple lot of ground located on the Camp Meade Road, near Severn Station, Anne Arundel County, Md., upon which property the First Polish-American Building Association "Sobieski," formerly held a mortgage which was foreclosed by your Petitioners, as Assignees, and said property sold at public sale on July 12, 1937, to Paul Joseph Maika, for $3385.00; but said purchaser having failed to complete said sale said property was advertised for sale at public auction and was sold on June 20, 1938, at the risk and expense of said Paul Joseph Maika, the same being purchased by your Petitioners as Receivers of the Defendant association, at and for $2400.00; said sale has been ratified, and title to said property is now vested in said Receivers.

2. Said property was appraised in this proceeding by Mr. William E. Ferguson, a real

estate expert, several years ago at $3500.00, but since said time said property has greatly depreciated, in that the buildings upon the same have been allowed to get in extremely poor condition, and said property is not now worth the amount which it would have brought several years ago, and practically no bidders attended said public sales. Your Petitioners have received an offer at Private Sale for said fee simple property of $2450.00, from John Maika and Carry Maika, his wife, the former owners, with a deposit of $200.00, taxes and other public charges and liens to be adjusted as of July 1st, 1938, settlement to be made within sixty days from July 8th, 1938, provided the Court shall authorize the same to be made. And it is also a condition of said sale that The Receivers herein agree not to secure any deficiency decree in connection with said original sale against the said John Maika and Carry Maika, his wife, nor to secure any decree against the said Paul Joseph Maika, the defaulting purchaser, for the loss resulting to said Receivers by virtue of the re-sale of said property.

3. Your Petitioners believe said sum of $2450.00 to be a good price for said property, considering its present condition, much more than could be obtained by another public sale, and they respectfully pray this Court to pass an order herein authorizing them to sell said fee simple property at Private Sale for the sum of $2450.00, unto John Maika and Carry Maika, his wife, upon the terms and conditions as above stated.

4. Said property is particularly described as follows:

Beginning for the same in the centre of the county road leading from Severn Station to Camp Meade, at a point north 18 3/4 degrees west 26 feet from a stone heretofore set and running thence and binding on the part of the ground heretofore conveyed by Thomas Lerask and wife to Emil Schultz and Sophia Schultz, his wife, dated December 13, 1915, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 121, folio 206, North 18 3/4 degrees West 573 feet to a pine stump in the North 45¼ degrees East 90½ perches line of the whole tract, thence reversing said line South 46½ degrees West 806 feet to the east side of a roadway an the same South 170 degrees East 42 feet to the centre of said County Road, thence North 89 degrees East 615 feet, and thence North 74 degrees East 129 feet to the place of beginning. Saving and excepting thereout, however, all that tract of land conveyed by John Maika and wife to Solon Prince and wife, by deed dated June 1, 1927, and recorded among the Land Records of Anne Arundel County.

5. Attached hereto as part hereof is a certification by two real estate experts as to the value of said property and the reasonableness of said offer.

Wherefore they pray that an appropriate order may be passed herein authorizing such sale as hereinbefore set forth.

And as in duty, etc.

Edward L. Ward
Counsel for Receivers.

Paul R. Hassencamp
Paul M. Higinbothom
Receivers.

Sworn to before me this 29th day of August, 1938, by Paul R. Hassencamp and Paul M. Higinbothom, Receivers.

(Notarial Seal) Gordon S. Duvall
Notary Public.

We, the undersigned, real estate dealers, hereby certify that we have examined the property mentioned in this petition, and certify that the sum of $2450.00 in our opinion is all

the same is reasonably worth, more than could be procured at a public sale, and in our opinion such offer is fair and reasonable and should be accepted.

W. E. Ferguson

Jas. S. Gosnell

Upon the foregoing petition and certification, it is this 30th day of August, 1938, by the Circuit Court No. 2 of Baltimore City, Ordered, that Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be and they are hereby authorized to sell the fee simple property mentioned and described in this petition, located on the Camp Meade Road near Severn Station, Anne Arundel County, Maryland, unto John Maika and Carry Maika, his wife, at Private Sale, at and for the sum of $2450.00, all taxes, public charges and liens to be adjusted to July 1st, 1938, settlement to be made within sixty days from July 8th, 1938; and said Receivers shall report said sale to this Court for ratification, subject to the usual right of exceptions; and said Receivers are authorized to agree not to secure any deficiency decree in connection with the original foreclosure sale, against the said John Maika and Carry Maika, his wife, nor to secure any decree against the said Paul Joseph Maika, the defaulting purchaser for the loss resulting to said Receivers by virtue of the re-sale of said property.

Robert F. Stanton.

Certified Copy - Report - Private Sale - Fee Simple Property Located at Camp Meade Road Near Severn Station, A. A. County, - To John Maika and Carry Maika, his wife, - For $2450.00

To The Honorable, The Judge of Said Court:

The Report of Private Sale made by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, respectfully shows unto your Honor:

1. That in pursuance of the authority contained in an order of this Court dated August 30th, 1938, these Receivers were authorized to sell at Private Sale unto John Maika and Carry Maika, his wife, at and for the sum of $2450.00, with a deposit of $200.00, the fee simple property located on the Camp Meade Road near Severn Station, Anne Arundel County, Maryland, (hereinafter particularly described), all taxes, public charges and liens to be adjusted to July 1st, 1938, settlement to be made within sixty days from July 8th, 1938; and as an additional consideration for said sale, said Receivers agree not to secure any deficiency decree against said John Maika and Carry Maika, in connection with the foreclosure case docketed in the Circuit Court for Anne Arundel County on February 18, 1937, entitled "Paul R. Hassencamp and Paul M. Higinbothom, Assignees V. John Maika and Carry Maika, his wife," Equity Case No. 7340, nor to secure any decree against Paul Joseph Maika, the defaulting purchaser of said property in said foreclosure case, for any loss resulting to said Receivers by virtue of the re-sale of said property at his risk; and in pursuance of the power and authority contained in said order your Receivers report that they have sold at Private Sale unto John Maika and Carry Maika, his wife, the fee simple property located upon the Camp Meade Road near Severn Station, Anne Arundel County, Maryland, (hereinafter described) at and for the sum of $2450.00, they have taken a deposit of $200.00, all taxes, public charges and liens to be adjusted to July 1st, 1938, settlement to be made in sixty days from July 8th, 1938; and in addition your Receivers have agreed not to secure any deficiency decree against said John Maika and Carry Maika, his wife, in connection with the foreclosure case docketed in the Circuit Court for Anne Arundel County on February 18, 1937, entitled "Paul R. Hassencamp and Paul M. Higinbothom, Assignees V. John Maika and Carry Maika, his wife," Equity Case No.7340,

and have also agreed not to secury any decree against Paul Joseph Maika, the defaulting purchaser of said property in said foreclosure case, for any loss resulting to said Receivers by virtue of the re-sale of said property at his risk.

2. Said property is particularly described as follows:

Beginning for the same in the centre of the county road leading from Severn Station to Camp Meade, at a point North 18 3/4 degrees West 26 feet from a stone heretofore set, and running thence and binding on the part of the ground heretofore conveyed by Thomas Lerask and wife to Emil Schultz and Sophia Schultz, his wife, dated December 13, 1915, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 121, folio 206, North 18 3/4 degrees West 573 feet to a pine stump in the North 45¼ degrees East 90½ perches line of the whole tract, thence reversing said line South 46½ degrees West 806 feet to the east side of a roadway on the same South 170 degrees East 42 feet to the centre of said County Road, thence North 89 degrees East 615 feet, and thence North 74 degrees East 129 feet to the place of beginning. Saving and excepting thereout, however, all that tract of land conveyed by John Maika and wife to Solon Prince and wife, by deed dated June 1, 1927, and recorded among the Land Records of Anne Arundel County.

3. Your Petitioners further report that said sale was bona fide and fairly made, in their opinion the highest price obtainable for said property has been procured, and said sale should be ratified by this Court in due course, upon all the terms and conditions hereinbefore set forth.

Respectfully submitted,

Paul R. Hassencamp

Edward L. Ward, Paul M. Higinbothom

Counsel for Receivers. Receivers.

State of Maryland, City of 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 of Baltimore, aforesaid, personally appeared Paul R. Hassencamp and Paul M. Higinbothom, Receivers of First Polish-American Building Association, "Sobieski," a corporation, and made oath in due form of law that said sale was bona fide and fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) Gordon S. Duvall

Notary Public.

Ordered, That the private sale of the property mentioned in these proceedings, made to John Maika and Carry Maika, his wife and reported by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th 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 23rd. day of September, 1938.

The report states the amount of private sale to be $2450.00

Robert F. Stanton

The Daily Record Baltimore, Sept. 14, 1938

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court No. 2 of

Baltimore City, Case of Sofia Bizon, et al vs. First Polish-American B. A. 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 Sept., 1938. First insertion Aug.31st. 1938

The Daily Record

Per Arthur M. Stevenson, 3rd.

Ordered by the Circuit Court No. 2 of Baltimore City, this 1st day of October, 1938, That the sale made and reported by the Trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Rowland K. Adams.

State of Maryland, City of Baltimore, SS:

I, John Pleasants, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above are true copies of the original Petition of Receivers to make private Sale Order of Court thereon signed the 30th. day of August, 1938; Receivers' Report of private Sale filed the 30th. day of August, 1938; Order Nisi signed the 30th. day of August, 1938; Certificate of Publication filed the 1st. day of October, 1938; Final Order of ratification signed the 1st Oct. 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 5th day of October, A. D. 1938

(Court Seal) John Pleasants, Clerk.

Filed Oct. 6" 1938.

Certified Copy of Petition for Authority to make Private Sale of fee simple Lot No. 20, Sec. G, Long Point, Anne Arundel County, Maryland, to Howard V. Jennings and Marie A. Jennings, His Wife, For $500.00. Filed Nov. 28th., 1938.

To The Honorable, The Judge of Said Court:

The Petition of Paul R. Hassencamp and Paul M. Higinbothom, Receivers herein, respectfully represents unto your Honor:

1. That among the assets of this estate is the fee simple property known as Lot No. 20, Sec. G, Plat 3, Long Point, Anne Arundel County, upon which property the First Polish-American Building Association "Sobieski," formerly held a mortgage which was foreclosed by your Petitioners as Assignees, and said property bought in at public sale on October 14,1936, at $600.00 for the benefit of this estate, said sale has been ratified, and title to said property is now vested in said Receivers.

2. Said property has been appraised in this proceeding by Mr. William E. Ferguson, a real estate expert, prior to the public sale, at $1,000, but as said property has greatly depreciated since said appraisement was made, your Petitioners as Receivers on August 2nd,1938, entered into a contract for the sale of said property to Howard V. Jennings and Marie A. Jennings, his wife, at and for the sum of $500.00, of which $100.00 was paid as a deposit; $100.00 was to be paid upon delivery of possession of said property, and $150.00 in six months, and $155.00 in twelve months after date; taxes and all other expenses, including

Anne Arundel County Sanitary Commission liens, to be adjusted to August 2nd, 1938, interest to be charged on the deferred payments. That since entering into said contract said purchasers have advised your Receivers through their attorney that they are ready and willing to settle for said property at once by paying the balance now due as adjusted, they having already paid the sum of $200.00 upon said purchase price.

3. Your Petitioner believe said sum of $500.00 to be a good price for said property as the same has greatly depreciated in value since the appraisal above set forth was made; they are certain that they could not procure a better price at public sale, and they respectfully pray this Court to pass an order herein authorizing them to sell said property at Private Sale for the sum of $500.00, unto Howard V. Jennings and Marie A. Jennings, his wife, taxes and all other expenses, including Anne Arundel County Sanitary Commission liens, to be adjusted to August 2nd., 1938, interest at six per cent to be charged upon the balance of $300.00 now due to the date of settlement, which is to be immediately upon ratification of this sale.

4. Said property is particularly described as follows:

Being known and designated as Lot No. 20, in Section G, of Plat No. 3 of the Long Point Corporation, said Plat being duly recorded among the Plat Records of Anne Arundel County in Plat Book W. N. W. No. 2, folio 38&c.

5. Attached hereto as part hereof is a certification by two real estate experts as to the value of said property and the reasonableness of said offer.

Wherefore they pray that an appropriate order may be passed herein authorizing such sale as hereinbefore set forth.

And as in duty, etc.

Edward L. Ward
Counsel for Receivers.

Paul R. Hassencamp
Paul M. Higinbothom
Receivers.

Sworn to before me this 15th day of October, 1938, by Paul R. Hassencamp and Paul M. Higinbothom, Receivers.

(Notarial Seal) Gordon S. Duvall
Notary Public.

We, the undersigned, real estate dealers hereby certify that we have examined the property mentioned in this petition and considering the extremely poor condition of the same, we certify that the sum of $500.00 in our opinion is all the same is reasonably worth, more than could be procured at a public sale, and in our opinion such offer, is fair and reasonable and should be accepted.

Jas. S. Gosnell
Wm. E. Ferguson,

Upon the foregoing petition and certification, it is this 15th day of October, 1938, by the Circuit Court No. 2 of Baltimore City, Ordered, that Paul R. Hassencamp and Paul M. Hibinbothom, Receivers, be and they are hereby authorized to sell at Private Sale unto Howard V. Jennings and Marie A. Jennings, his wife, the fee simple property known as Lot No. 20, Section G, Plat 3, Long Point, Anne Arundel County, at and for the sum of $500.00, of which amount $200, has been paid, taxes and all other expenses, including Anne Arundel County Sanitary Commission liens, to be adjusted to August 2, 1938, interest to be charged at 6% upon the deferred balance of $300.00, to the date of settlement, which is to be immediately upon ratification of

this sale by this Court; and said Receivers shall report said sale to this Court for ratification.

Rowland K. Adams, Judge.

Certified Copy of Report of Private Sale of Fee Simple Lot No. 20, Sec. G, Plat 3, Long Point Anne Arundel County, Maryland, to Howard V. Jennings and Marie A. Jennings, His Wife, For $500.00.

To The Honorable, The Judge of Said Court:

The Report of Private Sale made by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, respectfully snows unto your Honor:

1. That in pursuance of the authority contained in an order of this Court dated October 15th 1938, these Receivers were authorized to sell at Private Sale unto Howard V. Jennings, and Marie Jennings, his wife, at and for the sum of $500.00, the fee simple property known as Lot No. 20, Section G, Plat 3, Long Point, Anne Arundel County, Maryland, taxes and all other expenses, including Anne Arundel County Sanitary Commission liens, to be adjusted to August 2, 1938, and as said purchasers have paid the sum of $200.00 on account thereof, the balance of $300.00 due is to be chargeable with interest at 6% to the date of settlement, which is to be immediately upon ratification of this sale; and in pursuance of the power and authority contained in said order your Receivers report that they have sold at Private Sale unto Howard V. Jennings and Marie A. Jennings, his wife, the fee simple property known as Lot No. 20, Section G, Plat 3, Long Point, Anne Arundel County, Maryland, at and for the sum of $500.00, taxes and all other expenses, including Anne Arundel County Sanitary Commission liens, to be adjusted to August 2, 1938, and as said purchasers have paid the sum of $200.00 on account of said purchase price, the balance of $300.00 due is to be chargeable with interest at 6% to the date of settlement, which is to be immediately upon ratification of this sale.

2. Said property is particularly described as follows:

Being known and designated as Lot No. 20, in Section G, of Plat No. 3 of the Long Point Corporation, said Plat being duly recorded among the Plat Records of Anne Arundel County in Plat Book W. N. W. No. 2, folio 38 &c.

3. Your Petitioners further report that said sale was bona fide and fairly made, in their opinion the highest price obtainable for said property has been procured, and said sale should be ratified by this Court in due course.

Respectfully submitted,

Edward L. Ward
Counsel for Receivers.

Paul R. Hassencamp
Paul M. Higinbothom
Receivers.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 15th day of October, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Paul R. Hassencamp and Paul M. Higinbothom, Receivers of First Polish-American Building Association, "Sobieski," a corporation, and made oath in due form of law that said sale was bona fide and fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) Gordon S. Duvall
Notary Public.

Ordered, That the private sale of the property mentioned in these proceedings, made

to Howard V. Jennings and Marie A. Jennings, his wife and reported by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 16th day of November, 1938; provided a copy of this order be inserted in some daily newspaper, printed in Baltimore City, once in each of three successive weeks before the 9th day of November, 1938.

The report states the amount of private sale to be $500.00

Rowland K. Adams.

The Daily Record Baltimore, Oct. 31, 1938

We hereby certify, that the annexed advertisement of Order of Nisi Circuit Court No. 2 of Baltimore City, Case of Sofia Bizon, et al vs. First Polish-American B. 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 9th day of Nov., 1938. First insertion Oct.17,1938

The Daily Record

Per Arthur M. Stevenson, 3rd.

Ordered by the Circuit Court No. 2 of Baltimore City, this 17th day of November, 1938, That the private sale made and reported by the Trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Rowland K. Adams.

State of Maryland, City of Baltimore, SS:

I, John Pleasants, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above are true copies of the original Receivers' Petition to sell and Order of Court thereon signed the 15th. day of October, 1938; Receivers' Report of Sale filed the 15th. day of October, 1938; Certificate of Publication filed the 17 Nov. 1938; Order Nisi signed the 15th day of October 1938; final order of Ratification order signed the 17th. day of November, 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 25th day of November, A. D. 1938

(Court Seal) John Pleasants, Clerk.

Filed Nov. 28, 1938.

Certified Copy of Petition of Paul R. Hassencamp and Paul M. Higinbothom, Receivers of First Polish-American Building Association, "Sobieski," for Authority to Make Private Sale of Two Fee Simple Tracts of Land Containing Respectively 20 Acres and 8 Acres, at Wells Spring Branch, Anne Arundel County, Maryland, to Michael Pelczar for $500.00, and Order of Court Thereon. -- Filed 27th., Feby. 1940.

To The Honorable, The Judge of Said Court:

The petition of Paul R. Hassencamp and Paul M. Higinbothom, Receivers of the defendant corporation, respectfully represents unto your Honor:

1. That among the assets of this estate are two fee simple lots of ground with improvements, one lot containing 20 acres, more or less, located on the Wells Spring Branch, and the other containing 8 acres, more or less, at the southeast corner of Wells Spring Branch, both in Anne Arundel County, State of Maryland, title to which lots are now vested in said Receivers

by virtue of a foreclosure by which said lots were bought in for the benefit of this estate at public auction on October 14, 1936, for $600.00.

2. Said lots were appraised in this proceeding several years ago by Mr. William E. Ferguson at $1250.00 with improvements, but the same have been vacant for several years and have greatly deteriorated. In addition to this it is the character of property very difficult to sell and your Petitioners have received an offer for said lots at Private Sale from Michael Pelczar of $500.00, with a deposit of $50.00, all taxes and any other liens to be adjusted to date of settlement, which is to be within 60 days from December 2, 1939,provided this Court shall authorize the sale to be made.

3. Your Petitioners believe said offer should be accepted in view of the condition of the property and its location; they are certain they could not dispose of the same more advantageously at public sale, and they request that they be authorized to sell said 20 acre and 8 acre tracts, (more or less), to the said Michael Felczar, for $300.00, upon the terms and conditions above stated.

4. Said tracts or lots are particularly described as follows:

Beginning for the first at a point in the Well Spring Branch, at the end of the 7th. line of the land described in a Deed from David J. Wigley and wife to Charles L. Wigley, thence running with said 7th line reversely south 18 degrees east 46.1 perches to a stake, thence south 74-3/4 degrees, east 74½ perches to a stake and stone, thence North 14 degrees East 39.9 perches to said Branch, thence with the meanderings of said Branch to a point North 70 degrees West 70.4 perches to the place of beginning. Containing 20 acres of land, more or less, with the right of way ten feet wide, leading to and from Bendfield along the west side of the Wigley Place with the use thereof in common with others.

And Beginning for the second at a stone to be planted at the southeast corner of the twenty acre tract purchased from Charles Migley by Frank Ordrakauski and wife by deed dated January 22nd, 1913, and recorded in Liber G. W. No. 68, fol. 219, and duly recorded among the Land Records of Anne Arundel County, and running east in a straight line to the original Harry Migley line, then following the said Harry Migley Line in a northeasterly direction to the Wells Spring Branch, and then following said Wells Spring Branch in a northerly direction to the original Frank Ordrausky line to the place of beginning. Containing eight acres of land, more or less, with a ten foot road or right of way, beginning at the northeast corner of the above described tract, and running in a westerly direction with and along the above mentioned Harry Migley line to the county road.

5. Attached hereto as part hereof is a certification by two real estate experts as to the value of said property and the reasonableness of said offer.

Wherefore they pray that an appropriate order may be passed herein authorizing such sale as hereinbefore set forth.

And as in duty, etc.

Edward L. Ward
Counsel for Receivers.

Paul R. Hassencamp
Paul M. Higinbothom
Receivers.

Sworn to before me this 20th day of December, 1939, by Paul R. Hassencamp and Paul M. Higinbothom, Receivers.

(Notarial Seal) Gordon S. Duvall
Notary Public.

We, the undersigned, real estate dealers actively engaged in the real estate business in Anne Arundel County and Baltimore City, hereby certify that we have examined the property mentioned in this petition, and the sum of $500.00 in our opinion is all the same is reasonably worth, more than could be procured at public sale, and such offer is fair and reasonable.

William E. Furguson

James S. Gosnell

Upon the foregoing petition and certification, it is this 20th day of December, 1939, by the Circuit Court No. 2 of Baltimore City, Ordered, that Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be and they are hereby authorized to sell unto Michael Pelczar, at Private sale, the two fee simple tracts of land described in this petition, one containing 20 acres, more or less, and the other containing 8 acres, more or less, both located in Anne Arundel County, Maryland, at Wells Spring Branch, for $500.00, with a deposit of $50.00, all taxes and any other liens to be adjusted to date of settlement, settlement to be made within 60 days from December 2, 1939; and said Receivers shall report said sale to this Court for ratification.

Rowland K. Adams, Judge.

Certified Copy of Report of Private Sale Made by Paul R. Hassencamp and Paul M. Higinbothom, Receivers of First Polish-American Building Association, "Sobieski," of Two Fee Simple Tracts of Land Containing Respectively 20 and 8 Acres, at Wells Spring Branch, Anne Arundel County, Maryland, to Michael Pelczar, for $500.00.

To The Honorable, The Judge of Said Court:

The Report of Private Sale made by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, respectfully shows unto your Honor;

1. That in pursuance of the authority contained in an order of this Court dated December 20th, 1939, your Receivers report they have sold at Private Sale unto Michael Pelczar, two fee simple tracts of land, one containing 20 acres, more or less, and the other containing 8 acres, more or less, both located at Wells Spring Branch, Anne Arundel County, Maryland, for $500.00, with a deposit of $50.00, taxes and other liens or charges to be adjusted to the date of settlement, which is to be within 60 days from December 2, 1939.

2. Said property is particularly described as follows:

Beginning for the first at a point in the Well Spring Branch, at the end of the 7th line of the land described in a Deed from David J. Wigley and wife to Charles L. Wigley, thence running with said 7th line reversely south 18 degrees east 46.1 perches to a stake, thence south 74-3/4 degrees, east 74½ perches to a stake and stone, thence North 14 degrees East 39.9 perches to said Branch, thence with the meanderings of said Branch to a point North 70 degrees West 70.4 perches to the place of beginning. Containing 20 acres of land, more or less, with the right of way ten feet wide, leading to and from Bendfield along the west side of the Wigley Place with the use thereof in common with others.

And Beginning for the second at a stone to be planted at the southeast corner of the twenty acre tract purchased from Charles Migley by Frank Ordrakauski and wife by deed dated January 22nd, 1913, and recorded in Liber G. W. No. 68, fol. 219, and duly recorded among the Land Records of Anne Arundel County, and running east in a straight line to the original Harry Migley line, then following the said Harry Migley line in a northeasterly direction to the Wells Spring Branch, and then following said Wells Spring Branch in a northerly direction to the original Frank Ordrausky line to the place of beginning. Containing eight acres of land, more or less,

wigh a ten foot road or right of way, beginning at the northeast corner of the above described tract, and running in a westerly direction with and along the above mentioned Harry Migley line to the county road.

3. They further report that said sale was bona fide and fairly made, in their opinion the highest price obtainable for said property has been procured, and said sale should be ratitied by this Court in due course.

Respectfully submitted,

Edward L. Ward
Counsel for Receivers.

Paul R. Hassencamp
Paul M. Higinbothom
Receivers.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 20th day of December, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Paul R. Hassencamp and Paul M. Higinbothom, Receivers of First Polish-American Building Association "Sobieski," a corporation, and made oath in due form of law that said sale was bona fide and fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) Gordon S. Duvall
Notary Public.

Ordered, That the private sale of the property mentioned in these proceedings, made to Michael Pelczar and reported by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of January, 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 13th day of January, 1940.

The report states the amount of private sale to be $500.00

Rowland K. Adams.

The Daily Record Baltimore, Jan. 4th., 1940

We hereby certify that the annexed advertisement of Order Nisi Circuit Court of Baltimore City, Case of Zofia Bizon, et al. vs. First Polish American,Bldg.,Assn. Sobieski was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of Three successive weeks before the 13th day of Jan., 1940
First insertion December 21st., 1939.

The Daily Record
Per A. R. Ritzel

Ordered by the Circuit Court No. 2 of Baltimore City, this 22- day of January, 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 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 Petition ' Order of Court, signed the 20th day of December 1939, & Report of Sale, filed the 20th day of December 1939, Order Nisi, signed the 20th day of December 1939, Certificate of Publication filed the 22nd day Jan. 1940. and Final Order, signed the 22n_ day of Jan. 1940.
Now on file in this office in the cause therein entitled Zofiz Bizon, et al vs. First Polish American Bldg. Assoc, "Sobieski" a Corp.

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.

Filed July 27" 1940.

Certified Copy of Petition for Authority to Make Private Sale of Lot No. 1, Sec. C,in Fee Simple, Plan of Ferndale Farms, Anne Arundel County, to William H. Thomas, Jr., and Ruth N. Thomas, his wife, for $5,000.00, and Order of Court Thereon. --Filed July 20" 1940.

To The Honorable, The Judge of Said Court:

The petition of Paul R. Hassencamp and Paul M. Higinbothom, Receivers herein, respectfully represents unto your Honor:

1. That among the assets of this estate is the fee simple lot known as Lot No. 1, on Plans of Ferndale Farms, Sec. C, Plat Book G. W. No. 1, fol. 83, in Anne Arundel County, Maryland, title to which is vested in your petitioners by virtue of foreclosure proceedings, said property having been bought in for the benefit of this estate at public auction for $4000.00, on July 12th, 1937.

2. That said property was appraised in this proceeding several years ago by Mr. William E. Ferguson, a real estate expert, at $5,000.00, and on May 3rd, 1939, your Petitioners entered into a contract for the sale of said property at Private Sale unto William H. Thomas, Jr., and Ruth N. Thomas, his wife, for $5,000.00, with a deposit of $100.00, and the sum of $75.00 a month to be paid on account thereafter, the whole of the balance due to be paid in full by April 30, 1940, taxes and other expenses to be adjusted to May 3, 1939, the purchasers assuming and covenanting to pay all public charges of whatsoever character assessed against said property after May 3rd, 1939. That by the deposit and monthly payments said purchasers have paid $925.00, leaving balance of $4075.00, which they are prepared to pay at this time.

3. Your Petitioners believe said sum of $5,000.00 to be a good price for said property, more than could be obtained by a public sale, considering the expense of the same, and they respectfully pray this Court to pass an order herein authorizing them to complete said sale upon the terms and conditions above mentioned, and ratifying and confirming said contract, so that upon payment of the balance due as adjusted said purchasers will be entitled to a deed for said property.

4. Said property is particularly described as follows:

Beginning for the same on the southeast corner of Oakleigh Avenue and Annapolis Road, and running thence southerly bounding on the easternmost side of Annapolis Road, one hundred feet and three inches to Lot No. 2 as shown on the Plat hereinafter referred to, thence easterly binding on the northernmost line of said Lot No. 2, two hundred and twenty-five feet to the west line of Lot No. 3 as shown on said plat, thence northerly binding on said west line of Lot No. 3 as shown on said plat, one hundred feet to the southernmost side of Oakleigh Avenue two hundred and forty-five feet to the place of beginning.

5. No certification is attached as said property is being sold for the appraised price herein, and for more than the price at which it was bought in for the benefit of this estate

at public auction.

Wherefore your Petitioners pray that an order may be passed herein authorizing such sale and ratifying said contract.

And as in duty, etc.

Edward L. Ward
Counsel for Receivers.

Paul R. Hassencamp
Paul M. Higinbothom
Receivers.

Sworn to before me this 10 day of May, 1940, by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, Petitioners.

(Notarial Seal) Gordon S. Duvall
Notary Public.

Upon the foregoing petition, it is this 10th day of May, 1940, by the Circuit Court No. 2 of Baltimore City, Ordered, that Paul R. Hassencamp and Paul M. Higinbothom, Receivers herein of the Defendant corporation, be and they are hereby authorized to conclude the sale of the fee simple Lot known as Lot No. 1 on Plans of Ferndale Farms, Sec. C, Plat Book G. W. No. 1, fol. 83, in Anne Arundel County, Maryland, to William H. Thomas, Jr., and Ruth N. Thomas, his wife, for $5,000.00, in accordance with the contract of sale between said parties and said Receivers dated May 3rd, 1939, said purchasers to be given credit for the deposit of $100.00, and also for monthly payments made by them, totaling in all $925.00, taxes and other fixed charges and liens to be adjusted as of May 3rd, 1939, and upon payment in full of the balance now due as adjusted said Receivers shall deliver a good and sufficient deed of said property to said purchasers, the contract above referred to being hereby ratified and confirmed by this Court; and said Receivers shall report said sale to this Court for ratification.

Joseph N. Ulman, Judge.

Certified Copy of Report of Private Sale of Lot No. 1, Sec. C, in Fee Simple, Plan of Ferndale Farms, Anne Arundel County, to William H. Thomas, Jr., and Ruth N. Thomas, his wife, for $5,000.00.

To The Honorable, The Judge of Said Court:

The Report of Private Sale made by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, respectfully represents unto your Honor:

1. That in pursuance of the authority contained in an order of this Court dated May 10th, 1940, your Receivers report they have sold at Private Sale unto William H. Thomas,Jr., and Ruth N. Thomas, his wife, the fee simple lot known as Lot No. 1, Sec. C, Plans of Ferndale Farms, Plat Book G. W. No. 1, fol. 83, in Anne Arundel County, Maryland, for $5,000.00, with a deposit of $100.00, which together with certain payments which have been paid upon said purchase price in amount of $925.00, leaving balance of $4075.00 still due, taxes and other liens or charges to be adjusted as of May 3rd, 1939, said purchasers having assumed to pay all taxes and other fixed charges and liens accruing after that date, the balance of said purchase price as adjusted to be paid upon ratification of this sale.

2. Said property is particularly described as follows:

Beginning for the same on the southeast corner of Oakleigh Avenue and Annapolis Road, and running thence southerly bounding on the easternmost side of Annapolis Road, one hundred

feet and three inches to Lot No. 2 as shown on the Plat hereinafter referred to, thence easterly binding on the northernmost line of said Lot No. 2, two hundred and twenty-five feet to the west line of Lot No. 3 as shown on said plat, thence northerly binding on said west line of Lot No. 3 as shown on said plat, one hundred feet to the southernmost side of Oakleigh Avenue two hundred and forty-five feet to the place of beginning.

3. They further report that said sale was bona fide and fairly made, in their opinion the highest price obtainable for said property has been procured, and said sale should be ratified by this Court in due course.

Respectfully submitted,

Edward L. Ward
Counsel for Receivers.

Paul R. Hassencamp
Paul M. Higinbothom
Receivers.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 10th day of May, 1940, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Paul R. Hassencamp and Paul M. Higinbothom, Receivers of First Polish-American Building Association "Sobieski," a corporation, and made oath in due form of law that said sale was bona fide and fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) Gordon S. Duvall
Notary Public.

March Term, 1940

Ordered, That the private sale of the property mentioned in these proceedings, made to William H. Thomas, Jr., and Ruth N. Thomas, his wife and reported by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of June, 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 June, 1940.

The report states the amount of private sale to be $5000.00

Joseph N. Ulman, Clerk.

The Daily Record Baltimore, May 25th.,1940.

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court No. 2 of Baltimore City, Case of Sofia Bizon et al vs. First Polish-American B. 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 3rd day of June, 1940. First insertion May 11th, 1940.

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

Ordered by the Circuit Court No. 2 of Baltimore City, this 11th day of June, 1940, That the private sale made and reported by the Receivers 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 Receivers, 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 true copies of the original Petition and order of Court passed the 10th day of May-1940. Receivers Report & sale filed May 10- 1940. Order Nisi filed 10th day of May - 1940. Certificate of Publication Filed 11th June - 1940. and Final Order Filed 11th day of June - 1940.
now on file in this office in the cause therein entitled Sofia Bizon, et al vs. First Polish American Building Association "Sobieski" a corporation.

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court No. 2, this 16th day of July, A. D. 1940

Filed July 20" 1940.

(Court Seal) Charles A. McNabb, Clerk.

For further proceedings see Liber J. H. H. No. 52 folio 455 to 485 inclusive. Equity Records.

Richard C. Brockmeyer	:	No. 7724 Equity.
VS.	:	In the Circuit Court for
Camsadel C. Norris & Helen E. Robinson,	:	Anne Arundel County.
Executrices of the Last Will & Testament of	:	
James S. Robinson, Jr. Deceased.	:	

Eq

Bill of Complaint. -- Filed Nov. 21st., 1938.

To the Honorable, the Judge of said Court:

The Bill of Complaint of Richard C. Brockmeyer, the Complaint herein, respectfully represents:

(1) That the defendants, and each of them, are the Executrices of the Last Will and Testament of James S. Robinson, Jr., deceased, late of Baltimore City, in the State of Maryland.

(2) That the said James S. Robinson, Jr., departed this life, at said City of Baltimore, on the 12th day of May, 1938, and on the 19th day of May, 1938, his said Last Will and Testament was admitted to probate by the Orphans' Court of Baltimore City, and, on said date, letters Testamentary were granted by said Court unto the defendants herein; who have fully qualified in said Court for the performance of their duties under said Will and grant of letters.

(3) That a certified copy of said Last Will and Testament of said James S. Robinson, Jr., has been recorded in the office of the Register of Wills of Anne Arundel County in Wills Liber W M H No. 1 folio 344 &c.

(4) That prior to the death of said James S. Robinson, Jr., to wit, on the 18th day of April, 1938, the said James S. Robinson, Jr., who is also known as James S. Robinson, entered into a certain agreement with your Complainant, in manner and form as follows:

This Agreement, made in duplicate, this 18th day of April, 1938, by and between James S. Robinson, single, of Baltimore City, State of Maryland, hereinafter called Landlord, and Richard C. Brockmeyer, of Anne Arundel County, State of Maryland, hereinafter called Tenant.

Witnesseth, that the said Landlord hereby rents to the said Tenant, all that lot or

parcel of ground in the Third Election District of Anne Arundel County, State of Maryland, described as follows, viz:

Beginning for the same at the intersection formed by the southernmost side of the County Road leading from the Annapolis Boulevard to Robinson Station with the westernmost side of the new Governor Ritchie Highway, and running thence in a westerly direction along the southernmost side of said County Road eleven hundred forty-five feet more or less to the line of the right of way of the Baltimore and Annapolis Electric Railroad, thence southeasterly along the right of way line of said railroad seven hundred fifty feet thence northeasterly eight hundred and fifty feet more or less to a point on the present (or old) Annapolis Boulevard four hundred thirty feet southerly from its intersection with the westernmost side of the Governor Ritchie Highway, thence northerly along the westernmost side of the present (or old) Annapolis Boulevard four hundred thirty feet to its intersection with the Governor Ritchie Highway and thence northwesterly, along the westernmost side of said Governor Ritchie Highway three hundred seventy feet more or less to the place of beginning. Containing 17.8 acres of land, more or less.

Together with the right to lay and maintain a pipe or pipes of sufficient size to properly carry away any and all drainage from the lot hereby leased, across said County Road and through and across the property of said lessor in a northerly or northwesterly direction toward a stream flowing near the property of said Landlord.

For the term of three years beginning on the 18th day of April, 1938 and ending on the 17th day of April, 1941, at and for the annual rental of Three hundred fifty dollars payable in semi-annual instalments of One hundred seventy-five dollars each at the end of each six months accounting from the date of the beginning of the term hereof.

And it is further agreed that said tenant shall have the option and privilege of renewing this agreement for an additional term of three years from the expiration hereof by giving to said Landlord or his representatives thirty days notice in writing of his intention to renew, provided however, that during said renewal period the rental for said demised premises shall be at the rate of four hundred twenty dollars per annum, payable in semi-annual instalmants as aforesaid.

And it is further agreed that said Tenant shall have the ritht to assign or sublet the said demised premises or any part thereof and any improvements which he may erect or cause to be erected thereon.

And it is further agreed that at any time during the existence of this agreement or of any renewal thereof, said tenant shall have the right, option or privilege to purchase the property hereby demised in fee simple, and free and clear of all encumbrances upon the payment to said Landlord or his heirs or assigns of the sum of Seven thousand dollars together with all rent hereunder to the date of the exercise of such option.

And it is further agreed that if said rent shall be ten days in arrears, the Landlord shall have the right to distrain for the same and to re-enter and take possession.

Witness the hands and seals of the parties hereto.

Test: James S. Robinson (Seal)

Howard C. Wilcox Richard C. Brockmeyer (Seal)

(5) That following the execution and delivery of the aforegoing contract, the Complainant entered into possession of the land and premises described therein, and in this Bill of Complaint, and has improved a part of said property, viz: a portion of the land fronting upon the new Governor Ritchie Highway, by erecting thereon a frame building and other improvements,

the value of which amounts to the sum of Four thousand dollars.

(6) That the rent for the premises referred to in said lease has been paid by your Complainant up to and including the 18th day of October, 1938, in accordance with the terms and provisions of said agreement.

(7) That on the 10th day of May, 1938, this Complainant, in pursuance of the rights secured to him by the agreement aforementioned, and intending to exercise the said rights to the fullest extent, prepared and mailed on said date the following notice, to wit:

Severna Park, Md. May 10,1938

Mr. James S. Robinson,
2711 St. Paul Street,
Baltimore, Maryland.

Dear Sir:

Under the terms of my lease from you dated April 18, 1938, this is to notify you that I intend to exercise the option therein given to me to purchase the demised property for the sum of Seven thousand dollars.

Yours very truly,
Richard C. Brockmeyer.

(8) That on or about the 17th day of May, 1938, this Complainant received an acknowledgement of said notice from John R. Norris, Esquire, Counsel for these defendants, in manner and form, as follows:

May 17, 1938.

Mr. Richard C. Brockmeyer,
Severna Park,
Anne Arundel County, Md.

Dear Mr. Brockmeyer:

Your letter of May 10th to Mr. James S. Robinson has been referred to me by his sister, Miss Helen E. Robinson, I regret to advise you that Mr. Robinson departed this life on May 12th, 1938.

Your letter exercising the option contained in your lease dated April 18 th, 1938, was received by Mr. Robinson on May 11th, 1938, and I am writing to advise that it is the intention of the executors under his Last Will and Testament to consummate the transaction in accordance with the terms of the option which you have exercised.

I will be appreciative if you will furnish me a copy of the lease to which you refer.

Very truly yours,
John R. Norris

JRN/g

(9) That your Orator has recently entered into an agreement with an oil company for the erection and operation of a gasoline filling station, on a part of said land (said filling station to be erected after your Orator acquires legal title to the land) by, and at the expense of, said oil company, who has agreed to pay to your Orator a monthly rental of Fifty dollars per month, accounting from the time when said filling station has been erected and is ready for operation.

(10) That during the course of the negotiations between this Complainant and the said James S. Robinson, Jr., in regard to the leasing of the land referred to in this Bill of Complaint, the question of the identity of the land which was intended to be the subject

matter of the agreement to be drawn in regard thereto, was discussed by them, and it was mutually agreed by and between the parties to said agreement that the land to be so leased, subject to the option of purchase referred to above, was intended to be bounded on the north by the road leading from the Annapolis Boulevard to Robinson Station, on the east by the New Governor Ritchie Highway and the Annapolis Boulevard, on the south by the boundary line of certain land belonging to Charles L. Allen and wife and on the west by the right of way of the Baltimore and Annapolis Electric Railroad, and, to enable the parties to said agreement to describe the land so intended to be leased and optioned, the said James S. Robinson, Jr., produced and exhibited unto your Orator a certain blue print or plat, represented by him to show the outlines of the land intended to be leased; and the parties to said agreement thereupon, by the use of a scale ruler, measured the lines indicated upon said plat as the boundaries of the land intended to be leased and optioned and a description was prepared based upon the said plat and the measurements so made with said scale ruler.

(11) That the description so prepared was thereupon incorporated in the lease and option agreement, and said paper was duly executed by the parties thereto.

(12) That by reason of certain errors, in the preparation of the blue print from which said description was measured and taken by the parties to the agreement, the said description does not, as was discovered subsequent to the preparation and execution of said agreement of lease, include all of the land which was intended, by both parties to said agreement, to be leased and optioned under the lease hereinbefore referred to.

(13) That a copy of the blue print, from which the said description was so scaled and prepared, is filed herewith marked "Complainant's Exhibit No. 1", and is prayed to be taken as a part of this Bill of Complaint.

(14) That according to a survey, recently made by S. R. Malan, a competent surveyor, the land enclosed within the lines referred to in the Tenth paragraph of this Bill of Complaint, should be properly described by metes and bounds, courses and distances, as follows:

Beginning for the same at the corner formed by the intersection of the southernmost side of the County Road leading from Annapolis Boulevard to Robinson Station with the southwesterly side of the right of way of the new Governor Ritchie Highway running thence and binding on the southernmost side of said County Road the three following courses and distances respectively; south sixty-six degrees three minutes west three hundred thirty-four and ninety one-hundredths feet south sixty-eight degrees thirteen minutes west three hundred twenty-six and ten one-hundredths feet and south sixty-nine degrees three minutes west five hundred eighty-one and twenty one-hundredths feet to intersect the northeasterly side of the right of way of the Baltimore and Annapolis Electric Railroad thence running and binding on the northeasterly side of said right of way (sixty-six feet wide) south twenty-eight degrees forty-nine minutes east four hundred twenty-eight feet to a point of curve thence running and binding along the curve of said right of way southeasterly five hundred seventy-eight feet more or less to a point at the end of the third line of that tract of land as described in a deed dated October 26, 1931 recorded among the land records of Anne Arundel County in Liber F S R No. 93 folio 462 was conveyed by James S. Robinson, Jr. to Charles L. Allen and wife thence running and binding on the fourth and fifth lines of said tract of land north fifty-eight degrees forty-three minutes east eight hundred seventy-four and twenty-eight one-hundredths feet to the westernmost side of Annapolis Boulevard thence running and binding along the westernmost side

of said Annapolis Boulevard the four following courses and distances respectively; north eleven degrees thirty-six minutes east one hundred forty-two and twenty-eight one-hundredths feet north ten degrees forty minutes east ninety-four and seventy one-hundredths feet north nine degrees fifty-nine minutes east one hundred eighty-seven and sixty one-hundredths feet and north eleven degrees twenty-two minutes east sixty-five and seven one-hundredths feet to intersect the southwesterly side of the right of way of said Governor Ritchie Highway and thence running and binding along the southwesterly side of said right of way the three following courses and distances respectively; north twenty-six degrees thirty-two minutes west six and thirteen one-hundredths feet north six degrees fifty-four minutes west one hundred sixty-six and sixty-nine one-hundredths feet and north twenty-six degrees thirty-two minutes west two hundred sixty-seven and twenty-two one hundredths feet to the place of beginning.

(15) That a copy of the survey made by said S. R. Malan, Surveyor, from which the description referred to in the fourteenth paragraph of this Bill of Complaint was prepared, is filed herewith, marked "Complainant's Exhibit No. 2", and is prayed to be taken as a part of this Bill of Complaint.

(16) That the area of the tract contained within the boundaries set out in the aforesaid lease and option agreement comprise 20.246 acres, while the area of the tract contained within the boundaries referred to in the Tenth paragraph of this Bill of Complaint and in the description prepared by Malan, the aforementioned surveyor, comprise 23.274 acres.

(17) That it was specifically agreed and well understood by and between the parties to the aforementioned agreement that the land intended to be affected by said instrument was bounded as related and described in the said Tenth paragraph of this Bill of Complaint; that by a mutual mistake on the part of both of the said parties, which mistake arose by reason of their mutual reliance upon an incorrect plat, as recited in the Twelfth paragraph of said Bill of Complaint, the land so to be affected by said instrument was incorrectly and improperly described within the said instrument.

(18) That prior to the time of the execution of the lease hereinbefore referred to, the said James S. Robinson, Jr., entered into a contract or agreement with the State's Roads Commission of the State of Maryland, under the terms of which, and for a valuable consideration, he granted and conveyed to said State Roads Commission, for the use of the State of Maryland, as part of said Governor Albert C. Ritchie Highway, certain land which is actually and literally within the boundaries recited in the aforegoing agreement of lease, but the blue print or plat referred to in the aforegoing Tenth paragraph of this Bill of Complaint, which blue print was relied upon by both parties to said lease as a basis for the preparation of the description of the land intended to be conveyed, does not indicate the exact area of the land so acquired by the State Roads Commission as aforesaid, although, as alleged above, the actual and specific agreement between the parties to said lease was that your Orator was to acquire all of the land as described and mentioned in the said Tenth paragraph of this Bill of Complaint.

(19) That this Complaint has offered to pay the purchase money, mentioned in the option hereinbefore referred to, unto said defendants, in return for the execution and delivery of a deed for the property as described in the Tenth and fourteenth paragraphs of this Bill of Complaint, and the said defendants have failed and refused to make the said convey-

ance or to accept the said purchase price.

(20) That the improvements erected by your Orator upon the land referred to in this Bill of Complaint were and are intended to be used for the operation of an eating house and tavern for the sale and distribution of beer and light wines, but your Orator is unable to apply for a license to sell such beverages because he is not the title holder of the property for which the license is desired and the defendants have refused to give their consent, as such title holders, to the issuance of such license, although your Orator has, on many occasions, requested said permission of said defendants, and has warned them of losses and damages which have accrued and which are continuing to accrue to him because of his inability to apply for and receive the license hereinbefore referred to.

(21) That by reason of the action of the defendants in refusing to comply with your Orator's actual agreement with the defendants' testator, no progress can be made in the matter of the erection of the gasoline filling station referred to in the Ninth paragraph of this Bill of Complaint, in consequence of which Your Orator is sustaining and will continue to sustain loss and damage for which the defendants are responsible.

To the end, therefore:

(a) That said written agreement may be reformed so that the mutual mistake hereinbefore referred to may be corrected.

(b) That the said written agreement, as so reformed, may be specifically enforced.

(c) That the defendants may be required to compensate and reimburse your Orator for such damages as the Court shall determine to be occasional by the acts and defaults of said defendants, as herein complained of.

(d) And for such other and further relief as the nature of his case may require.

May it please your Honor to grant unto your Orator the writ of subpoena, directed unto said Camsadel C. Norris, one of the Executrices of the Last Will and Testament of James S. Robinson, Jr. deceased, who resides at 3026 St. Paul Street, in Baltimore City, Maryland, and unto said Helen E.Robinson, another of the Executrices of the Last Will and Testament of James S. Robinson, Jr. deceased, who resides at 2711 St. Paul Street, in Baltimore City, Maryland, commanding them to be and appear in this Honorable Court on some certain day to be named therein, and answer the premises, and abide by and perform such decree as may be passed therein.

As in duty bound &c.

William F. Poellish
Solicitor for Complainant.

Richard C. Brockmeyer
Complainant.

State of Maryland, City of Baltimore, to wit:

I hereby certify, that on this 21st day of November, 1938, before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Richard C. Brockmeyer, and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal) Agnes E. Griffin
Notary Public.

Petition for Extension of Time for filing Answer. --Filed Dec. 24th., 1938.

To The Honorable, The Judges of Said Court:

The Petition of the Defendants in the above entitled cause respectfully shows that un-

der agreement of counsel, appearance was entered for the Defendants on December 10th, 1938 without process being issued.

Your Petitioners further show that they are pressed for time in this matter and pray this Court to extend the time for filing an Answer in this cause.

And as in duty bound, etc.

J. Oliver Clark

John R. Norris

Solicitors for Defendants.

Upon the aforegoing Petition it is this 24th day of December, 1938, by the Circuit Court for Anne Arundel County in Equity, ordered that the time for filing an Answer on behalf of the Defendants in the above entitled cause be and is hereby extended to January 10th,1939.

Ridgely P. Melvin, Judge.

Petition for Extension of time for filing Answer. --Filed January 6th., 1939.

To The Honorable, The Judges of Said Court:

The Petition of the Defendants in the above entitled cause respectfully shows that under agreement of counsel, appearance was entered for the Defendants on December 10th, 1938 without process being issued.

Your Petitioners further show that they are seriously pressed for time in this matter and pray this Court to extend the time for filing an Answer in this cause to February 1st, 1939.

And as in duty bound, etc.

John R. Norris

J. Oliver Clark

Solicitors for Defendants.

Upon the aforegoing Petition it is this 6th day of January, 1939, by the Circuit Court for Anne Arundel County in Equity, ordered that the time for filing an Answer on behalf of the Defendants in the above entitled cause be and is hereby extended to February 1st, 1939.

Ridgely P. Melvin, Judge.

Answer --Filed February 1st., 1939.

To the Honorable, the Judge of said Court:

The Answer of your Respondents, Executrices of the Last Will and Testament of James S. Robinson, Jr., deceased, to the Bill of Complaint exhibited against them in the above entitled cause, respectfully shows unto Your Honor:

First: In answer to Paragraphs 1, 2, 3, 6, 7, and 8 in the Bill of Complaint filed in said cause, your Respondents admit the allegations therein contained.

Second: In answer to Paragraphs 9, 14, and 15 of said Bill of Complaint, your Respondents neither admit nor deny the allegations therein contained, but demand strict proof thereof.

Third: In answer to Paragraphs 10, 12, 13, and 17 of said Bill of Complaint, your Respondents deny the allegations therein contained.

Fourth: In answer to Paragraph 4 of said Bill of Complaint, your Respondents admit the allegations therein contained, save as to the omission of the word "and" at lines 13,

18, 21, 30, 44, 45 and 58 of Page 2 of the said Bill of Complaint and suggest that the said omission mentioned be corrected at the hearing hereof in open Court by the interpolation of the said word "and" where proper after comparison with the original executed agreement referred to.

Fifth: In answer to Paragraph 5 of said Bill of Complaint, your Respondents neither admit nor deny the allegations therein contained and demand strict proof thereof; and in further answer to the allegations contained in said Paragraph 5 and elsewhere in said Bill of Complaint, your Respondents aver that "the new Governor Ritchie Highway" referred to in said lease and throughout the said Bill of Complaint is legally known as "The Ritchie Highway" (Chapter 336, Public Laws of Maryland, 1937).

Sixth: In answer to Paragraph 11 of said Bill of Complaint, your Respondents admit the execution of said lease and option agreement, which is recited in Paragraph 4 thereof, and aver that same is clear and unequivocal in its terms, comprises the actual agreement between the parties thereto, and fairly represents their mutual undertaking; in further answer to the other allegations contained in said Paragraph 11, same are hereby denied by your Respondents.

Seventh: In answer to Paragraph 16 of said Bill of Complaint, your Respondents deny that the area of the tract contained in said agreement comprises 20.246 acres, and neither admit nor deny that the area contained within the boundaries referred to in the 10th and 14th paragraphs of the said Bill of Complaint comprises 23.274 acres, and demand strict proof thereof.

Eighth: In answer to Paragraph 18 of said Bill of Complaint, your Respondents admit the execution by said James S. Robinson, Jr. of a Deed to the State Roads Commission of Maryland, for the use of the State of Maryland, by which he granted and conveyed certain land which is actually and literally within the boundaries recited in the said agreement of lease, and aver that said Deed was executed and acknowledged by said James S. Robinson, Jr. on November 23, 1936, and that same was duly recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 157, folio 256, and the plat thereto annexed was duly recorded among said records in the State Roads Plat Book; in further answer to the other allegations contained in said Paragraph 18, same are hereby denied by your Respondents.

Ninth; In answer to Paragraph 19 of said Bill of Complaint your Respondents deny that Complainant offered to pay the purchase money referred to in return for the execution and delivery of a deed for the property as described in the 10th and 14th paragraphs of said Bill of Complaint; that your Respondents do admit that counsel for Complainant did contend in a letter to counsel for your Respondents, dated October 24, 1938, that Complainant was ready, willing and able to pay said money for a parcel of land, but which said parcel of land differed in metes and bounds from that stated in Paragraph 19 of said Bill of Complaint and which said parcel of land was stated to contain 23.774 acres according to survey of S. R. Malan, dated October 19, 1938.

Tenth: In answer to Paragraph 20 of said Bill of Complaint, your Respondents admit that they refused to execute any agreement consenting to the issuance of a license permitting the sale of alcoholic beverages and intoxicating liquors on the premises referred to; further, your Respondents neither admit nor deny the intended use of said premises and the inability of Complainant to apply for the license referred to, and demand strict proof thereof; further, your Respondents deny that Complainant has on any occasion warned them of losses and damages which have accrued and which are continuing to accrue to him because of his inability to ap-

ply for and receive said license.

Eleventh: In answer to Paragraph 21 of said Bill of Complaint, your Respondents deny that they have refused to comply with the actual agreement between the Complainant and James S. Robinson, Jr., now deceased; your Respondents further deny that they have done anything or act either of omission or commission which has interfered with the alleged progress of erection of a gasoline filling station referred to in Paragraph 9 of this Bill of Complaint and hence deny that Complainant has sustained or will sustain any loss or damage regarding the progress or erection of a gasoline filling station referred to, for which your Respondents are responsible.

Wherefore, having fully answered the said Bill of Complaint these Respondents pray that they be hence dismissed with their costs.

And as in duty bound, etc.

John R. Norris
J. Oliver Clark
Solicitors for Respondents

Camsadel C. Norris
Helen E. Robinson
Respondents.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify that on this 30th day of January nineteen hundred thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Camsadel C. Norris and Helen E. Robinson, Executrices of the Last Will and Testament of James S. Robinson, Jr., deceased, and they acknowledged the aforegoing Answer to be their Act.

As Witness my hand and Notarial Seal.

Margaret Gaither
(Notarial Seal) Notary Public.

Testimony of Plaintiff and Defendant, March 1st, 1939 before the Court, and four Exhibits. -- Filed March 8th., 1939.

Testimony on behalf of Plaintiff and Defendant. Taken before the Court, Judge Melvin. March 1st, 1939.

Messrs. Podlich and McWilliams Solicitors for Plaintiff.

Messrs. Norris and Clark, J. Oliver, for Defendants

Juliet D. Strahorn, Court Stenographer.

I hereby certify that the following testimony was taken down by me as Court Stenographer on March 1st, 1939 before the Court, and thereafter transcribed by me.

Juliet D.. Strahorn
Court Stenographer.

Witnesses:-

For Plaintiff.

Howard C. Willcox,----------2 to 8 -----8 to 19
Richard Malan,----------20 --23------23 to 26
Charles F. Lee,---------- 27 to 28-----29 to 30

For Defendant.
Edward Hall,---------- 2 to 11------11 to 16. (after blue sheet)

It is admitted by Counsel in the case that Mr. Robinson owned this land on Exhibit No. 1 filed by Plaintiffs in the case, it is stipulated and agreed by Counsel for Plaintiff and Defendants that the land contained in the survey shown in that Exhibit No. 1 and referred to on the Westernmost side of the Annapolis Short Line Railroad as containing 15 acres, and another tract containing 15 acres also Westernmost side of the Short Line Railroad and North of the County Road, and another strip shown to contain 12 acres North of the one just mentioned. Also on the East side of the railroad a tract indicated as containing 25 acres immediately to the South of the County road and East of the Annapolis Short Line Railroad, a tract of 33 acres North of that, another tract also East of the railroad containing 23 acres, saving and excepting in the last mentioned 23 acre tract approximately 2/3 of which has been sold, and saving and excepting in the 25 acre tract which includes the land here indispute that strip formerly sold by Mr. Robinson to Mr. Allen and which has been referred to, and that strip which has been conveyed to the State of Maryland for the use of the Ritchie Highway, and also a corner which is to the Southeast of the Annapolis Boulevard containing approximately 1½ acres.

Howard C. Willcox, a witness of lawful age, being called on behalf of the Plaintiff, and being first duly sworn, deposes and says:-

(Mr. Podlich)

1. State your name, residence and profession?

A. Howard C. Willcox, 806 Maryland Trust Bldg.,Baltimore, Maryland; Attorney.

2. How long have you practiced law?

A. Was admitted in 1908,--31 years.

3. During that time you have had the usual attorney's practice with the examination of titles involving real estate transactions?

A. Yes, I have.

4. Do you know Mr. Brockmeyer? A. I do.

5. How long have you known him?

A. Since he has been in Severna Park, eight or ten years I guess, that's where I live.

6. Did you know Mr. James S. Robinson? A. I did know him.

7. How long had you known him?

A. Possibly three or four years, I have known of him and known him to nod to for 15 years.

8. You have had some business transactions with him outside of the one you are here to testify in this case of?

A. I have.

ooooooooooo Notice was served upon Defendants' Counsel for the production of certain plats, and particularly Disney's plat of 1920, and I should like to have that now, the plat signed by Disney in February, 1920, indicating scale measurements of 200 feet per inch, and containing subdivisions of a large tract into the following acreage, 12 acres, 23 acres, 15 acres, 33 acres, 15 acres again, 25 acres and 12 acres.

(Norris) In compliance with the plaintiff's request I have a plat which is prepared by Mr. Disney dated February, 1920 showing in general the same tract of land which appears attached as Exhibit No. 1 to the Bill of Complaint. This, however, is different than the one which is Exhibit, off of a different tracing. I have marked on the coner of this plat which is badly torn the alphabetical letter A.

(Mr. Prodnich) The plat offered by the defendants in this case is in substantial compliance with my demand but it is not the real one I have in mind, the one I have in mind is a tracing. I also want to reserve the right to use this plat for what use we can make of it.

I now ask you to produce a plat similar to that which is on white paper.

(Norris.) I do not have it, we do have two other plats which might satisfy the demand, signed by Mr. Disney, of the same date? It is on white paper and bears the letter B. These are the only two plats drawn by Mr. Disney. They represent all plats in compliance with the demand.

9. I hand you this agreement between James S. Robinson and Richard C. Brockmeyer, dated April 18th, 1938, and witnessed by you, and ask you whether you have ever seen that before?

A. Yes, this is the lease I prepared at Mr. Brockmeyer's request on the same day, April 18th, 1938, that it was executed.

10. Will you describe to the Court what you did with regard to the preparation of that lease, what you did in regard to it?

Objection ---- The testimony here will be taken subject to Exception.

-------- It is understood objection is entered to each and all questions.

Objections ruled adversely have automatic Exceptions.

A. I suppose the best answer to give to that is just to tell the facts leading up to the preparation of the lease. Mr. Brockmeyer came to my office on the morning of April 18th, 1938 and said he had had an agreement with Mr. Robinson to lease from him certain land at the intersection of the old and the new Annapolis Boulevard and he wanted me to draw a lease immediately. I wanted to explain where I got the description,- I asked Mr. Brockmeyer for a description of the ground to be included in the lease, and he passed me a plat, he handed me a description to include in the lease, it was a plat from which I prepared the description.

11. Can you say whether or not this is the plat which was handed to you by Mr. Brockmeyer?

A. I don't know whether it is or not, but if it is not it was one very similar, the dimensions of the lot shown on this tracing are the same dimensions shown on the tracing handed me, whether this is the identical paper, but the dimensions shown on the paper handed me are the same dimensions shown on that paper.

---------- Filed as Exhibit No. 2 with testimony.

12. After the lease was prepared by you what happened then?

A. I went with Mr. Brockmeyer to Mr. Robinson's residence and went over the lease with Mr. Robinson and Mr. Brockmeyer, I handed each of them a carbon copy of the lease as I prepared it, and I read the lease through from beginning to end including the description. At the time the description was discussed or read, Mr. Robinson suggested to me to get from his desk in his room a plat, the position of which he told me, and which plat I got from his desk.

13. I hand you now a plat written on white paper and identified by defendants as B and ask you to say whether or not you can recognize this plat as the one which you got out?

A. That is not the plat.

14. I hand you also a blue print which is marked A and ask whether or not that is the plat which you examined with Mr. Robinson?

A. I don't think that is the plat. My recollection is the plat which I got from Mr. Robinson's desk was either a linen tracing with black lines or it was thin paper with black lines, not linen.

15. Can you identify this paper which I hand you marked Examiner's Exhibit No. 1?

A. Yes, I can identify it very well, it came from my files but not in this case. This is a blue print of tracing loaned to me by Mr. Robinson at the time I closed the transaction for Macey' Corner which is approximately across the boulevard from this property.

16. Was it handed to you in connection with this particular Brockmeyer transaction?

A. Not at that time, it was sent to me before the Brockmeyer transaction.

17. Tell the Court whether or not that paper is a copy of the plat which you and Mr. Robinson examined at the time you were discussing this lease?

-------- Objection. Sustained.

18. Can you further identify that plat?

-------- Objection. Sustained. Exception.

19. Will you tell the Court whether or not the paper you have in your hand is a copy of the plat which you and Mr. Robinson examined at the time the description was under discussion?

-------- Objection Sustained. Exception.

20. Have you stated fully what you know this paper to be?

A. This is a blue print of a tracing loaned to me by Mr. Robinson at the time I closed the Macey transaction, and I might further add that I think that the tracing from which this blue print was made is the tracing I examined with Mr. Robinson and Mr. Brockmeyer at the time this lease was executed.

------- Objection. Sustained. Exception.

21. You stopped testifying in regard to the comparison of the lease at the point where you said Mr. Robinson sent you to some container wherefrom you got a plat, what did you do with that plat from that container?

A. With that plat we went over the description to determine whether or not the lot as described in the lease covered the ground that was the subject of the lease between Robinson and Brockmeyer.

22. State whether or not you inquired of Mr. Robinson what the ground was which was the subject of the lease?

A. Mr. Robinson mentioned having conveyed a piece of this ground to Allen and we took a ruler and measured on the plat where Allen's lot would be, and we measured to check the distance of 750 feet along the right of way line of the railroad from the Robinson road down to the Allen lot, and according to the ruler and the plat we used it measured 750 feet.

23. I understood you to say the 750 feet referred to the distance between Allen's lot which Robinson told you he had sold, ~~and the Robinson told you he had sold~~, and the Robinson road?

A. Between the Robinson Road and the Allen lot, along the railroad we measured to be 750 feet on the plat, according to the ruler and scale on the plat, it measured out $3\frac{1}{2}$ inches which was approximately 750 feet on a scale of 200 to the inch.

24. Did you go over with him the matter of the measurement of distance between the new Ritchie Highway and the outline of the railroad?

A. Yes, we went over all measurements with the ruler on this plat he had, checking the dimensions incorporated in the lease and they all checked approximately close as you could get it with an ordinary ruler divided into eights, to the dimensions incorporated in the lease.

25. When you came along the Ritchie Highway and the old Annapolis road, did you make those measurements in Mr. Robinson's presence and his joining you in that work?

A. Yes. You understand Mr. Robinson was a cripple from his sickness, he had rheumatism or neuritis, and we had to do those things for him, but I visited him on a number of occasions

and I knew his limitations.

26. He followed the measurements? A. Absolutely.

27. When you came along to measure the distance up the old Annapolis road from the intersection of that road with the Ritchie Highway which scaled to be 430 feet, tell whether or not that came to the Northern boundary line of Allen's lot?

A. Yes, that is correct. That was measured from where he laid off estimated and laid off, Allen's lot to be, the Southern end of Mr. Robinson's ground at that point, that was from the Northern end of Allen's lot up to the intersection of the Ritchie Highway.

28. Do you know the width of the Allen lot?

A. I don't recall off hand, I have a description of it, 150 or 100 something like that. If I am not mistaken Mr. Robinson had a mortgage from Allen from which we got the description at that time.

29. When you measured the line along this boundary of Allen's lot what did you find that to be?

A. All of the measurements, dimensions, checked out as incorporated in the description, checked out approximately correct, may have been few feet difference, measured with ordinary ruler, but approximately correct.

30. What did Mr. Robinson say to you in the presence of Mr. Brockmeyer in regard to the area or boundaries of the land which he was selling or leasing to Mr. Brockmeyer?

A.. As I understand it the matter of acreage did not seem to be important at all, Mr. Robinson wanted to lease the whole of his ground South of the Robinson Road running from the Boulevard to Robinson station lying South of the Robinson Road to the railroad, - between the railroad and the Boulevard, and Allen's property and Robinson Road.

31. Bearing in mind the plat you and Mr. Robinson examined just before this lease was executed, and taking into consideration the description which was incorporated in the lease, would you be able to tell the Court your opinion in regard to this,- did that description as you put in that lease cover all the land which Mr. Robinson owned between Allen's land on the South and Robinson Road on the North, and boundaries to the East and West, one being the railroad and the other the Highway as it was shown on the plat which you and he examined?

A. It did cover all that ground,-

And that description was the best material and the only material we had to use to describe the lot that was to be leased because we had no other survey other than this old survey made by Mr. Disney in 1920, which is the plat, I am convinced, which Mr. Robinson had me get out of his desk.

32. Referring again to the plat which was used by you and Mr. Robinson comparing this description, will you tell the Court whether or not the outlines of Ritchie Highway were marked on that plat, and if they were, in what manner were they marked?

A. They were just marked on the plat in lead pencil.

33. After you went over the details of the lease and compared the description with Mr. Robinson and got the lines, and all the things you talked about, what happened then in regard to the execution of the lease?

A. After we went over the description and the different provisions of the lease, the lease was executed by Mr. Robinson and Mr. Brockmeyer.

34. That was done after the discussion of the description was completed?

A. Exactly, that's right.

-------Motion to strike out all the aforegoing testimony.

Cross Examination.

(Norris)

1. In looking at this drawing of the entire plat which you have referred to, was the apron marked on that plat, the drawing you say was a linen tracing?

A. Absolutely not, there was no apron marked on that, of course not.

2. The Ritchie Highway I understand was just noted by way of pencil lines?

A. That's correct.

3. That paper you have identified as a tracing intending to be a general plat of the property involved in these proceedings, there is an aprons<u>s</u>hown is there not? I mean the additional little strip of land appurtenant to the intersection of the Ritchie Highway and Annapolis Boulevard?

A. The paper that Mr. Robinson and Mr. Brockmeyer and I examined at Mr. Robinson's home was not the little sketch from which I drew the lease, but was a large plat similar to and practically exactly like the blue print filed as Exhibit No. 1 which I obtained from his desk and that did not show the apron; but the sketch Mr. Brockmeyer handed me, if you will recall I said in my testimony in chief,- I don't know positively, this is the paper, but I say was similar to this and bore the same dimensions of the lot.

4. Did it have reference to the apron line?

A. I am sure it did not.

5. This is not entirely similar to the sketch Mr. Brockmeyer gave you?

A. Yes it is, it has the same directions,- far as that little mark on the corner that could be added at any time to indicate the apron.

6. Would you say it was added or do you know?

A. I don't think it was on there when I drew the lease.

7. This paper which is already identified as Exhibit No. 2 does not have any mention on it of Allen's land?

A. No it does not.

8. Nor of Allen's line?

A. No it does not. Which is probably the reason I did not make the call in the description "to Allen's line" because I did not know of Allen's lot at that time, until I got up to Mr. Robinson's house.

9. You are quite sure that the sketch that Mr. Brockmeyer furnished you which you say is similar to Exhibit No. 2 did not bear an indication of this apron?

A. I am very sure it did not because I think if it had I would have taken some notice of it and changed the description somewhat making an inquiry what that little triangle was, would have influenced me to change the lease, I am quite sure it did not have it.

10. When did you receive this particular paper Exhibit No. 2?

A. I have not seen that until this morning.

11. How long has it been since you saw the one you used as a basis for your lease?

A. On April 18th, 1938, when he brought it to me and I turned it back to him.

12. Your recollection is sufficient to identify this as either identical or most similar to

the one you received?

A. Exactly, the reason being I remember the dimensions on both plats having checked them from both, that's where I got the description for my lease and the dimensions in that correspond to the dimensions in my lease and the dimensions in there were produced from the plat he brought me, on April 18th. That may be the same paper, I cannot say that definitely only thing I can say is it has the same dimensions on there as in the lease.

13. On the paper which has been filed in the case as complainant's Exhibit No. 1, which I now show you, the line in pencil indicated at the Southernmost boundary just above the outlines of the entire tract and which you have indicated as the Northwrn boundary line of Allen's lot, was added on by you to this blue print, was it not?

A. Yes, that's the line I drew on there in your (Mr. Norris') presence and in the presence of Mr. Podlich in my office when you gentlemen called on me to find out what I knew about this description. You will recall I took my files and looked up from my files the description of the Allen lot and we took the scale and laid off a lot, the Allen lot, close as we could by scale on this blue print and measured the residue of the land left to show it coincided with the dimensions used in the lease.

You and Mr. Podlich and myself at my office.

14. Can you tell me whether the pencil lines which indicate the Ritchie Highway were added on by you or were those lines on there when you received this?

A. They were probably put on there by me because that blue print I had made from a tracing that Mr. Robinson loaned me, and I think that's the tracing we examined the day the lease was made, I think the same tracing from which this was made, or its one exactly similar to it. It shows the same general tract of land. I see two or three here this morning all approximately the same, with same courses.

15. You would not say all the same courses? Are not some with courses that others do not show?

A. I could not say that, there are several blue prints here that have approximately the same thing on it.

16. You have mentioned the understanding you had of the transaction at Mr. Robinson's home, which was the afternoon or evening of April 18th, 1938, would you review for the Court the conversation you had with Mr. Robinson with reference to the description in the lease?

A. I could not tell you word for word the conversation but I can tell you the substance of it. We got the plat and we laid off the Allen lot on Mr. Robinson's plat, and we took a ruler and measured what was left, then read the description, and the description seemed to comprise all ground left in the lot from Robinson Road to Allen's and that satisfied Mr. Robinson that that was what he was leasing to Mr. Brockmeyer.

17. Was any statement made by Mr. Robinson to you with regard to selling the land all the way to Allen's land? Did he actually mention that the lot of Brockmeyer which was being sold would extend to the Northern extremity of the Allen land?

A. I don't think it was said in so many words but we all seemed to just understand it and just took for granted it was that way, and I am convinced that Mr. Robinson understood it that way, I did, and I am thoroughly convinced Mr. Robinson did and I know Mr. Brockmeyer did.

------- Motion to strike answer from the record.

18. Mr. Robinson did not actually say he was selling all the ground up to Allen's lot, did he?

A. I don't think I can answer that question categorically, "Yes" or "No", but Mr. Robinson mentioned the Allen lot and I have a very strong recollection of him telling me some paper in his desk that described the Allen lot, I did not have a description of it, I am quite sure he told me to get out a mortgage or some paper that described the Allen lot, and from that description we laid off the Allen lot on his plat and then we measured the balance of the land down to the Allen property, and Mr. Robinson said that was satisfactory and according to the description that was what he was leasing; ~~the fact that he was leasing;~~ the fact that he had me find the description of the Allen property and had me measure off the residue of the ground down to the Allen lot, with being described in the lease as I have prepared it, he intended to sell it. He may have mentioned it categorically but I don't distinctly remember it that I could say he did, I am trying to be reasonable.

19. You have mentioned Mr. Robinson asked you to get this linen tracing, where did you find that?

A. Same place, in his desk, in the same room where he had his bed, I had been up there on a number of occasions.

20. You have had considerable experience in titles and conveyance work, that's your primary practice?

A. I have done quite a bit, would not say it was primary.

21. When you understood all land that was intended to be covered by this lease would be that tract bounded on the various sides by the County road, the railroad right of way, the Allen land and two highways, tell the Court why you did not make it read to those particular monuments?

A. I think you will find a call for everything but the Allen lot.

When I prepared this description I did not know of the Allen lot, I did not have it in mind, I had known of it at the time I made the Macey search.

22. Did you first say Mr. Robinson was commenting on the Allen tract?

A. At his home before it was signed, I could have added a call by description, but I did not know about it when I wrote the description in my office in the morning otherwise I would have put it in there.

23. In the description contained in the executed lease the call is 1145 feet to the railroad right of way, the call along the right of way is 750 feet, no "More or less"?

A. That's right because I did not know what to call to when I prepared the description.

24. Will you explain why you added "more or less" on the call to the railroad and not "more or less" to the call along the railroad?

A. You will find when you are making a call you invariably use the expression " more or less" to such and such a point, because no point in making a call unless you added "more or less".

25. When Mr. Brockmeyer first brought the plat of this type he did not tell you he was buying all the land far as Allen's land, otherwise you would have made the call to Allen's land?

A. No he did not. I presume I would have?

26. And the same answer would apply on the measurement of 850 feet from the railroad right of way to the Annapolis Boulevard, that has a "more or less"?

A. Because there is a call to the Old Annapolis Road.

27. Yet up the road to the point of intersection the distance is 430 feet is because you thought that was a definite measurement, there is no "more or less"?

A. Maybe I slipped on it, we all slip sometimes, I don't know if I did or not, put "more or less".

28. There is no "more or less" in the agreement in this 430 feet?

A. I don't know you will have to refer to the lease on that I don't know.

20. Did you have the lease prepared while Mr. Brockmeyer waited.

A. He wanted me to but I told him I could not do that, I could not go until after lunch, I think we went somewhere after 2 o'clock.

21. The measurements on Exh. No. 2 were on that paper when you received it, were they not? You did not scale and then put your figures on?

A. No sir, I did not scale it, that had the dimensions on it. You mean the paper Mr. Brockmeyer brought me?

22. You were not present when they were put on?

A. No.

23. You stated you knew Mr. Robinson for quite a number of years, four or five?

A. Maybe not quite that long, I don't know how long, three or four, been to his house on a number of occasions.

24. He was bed ridden? A. Yes, an invalid.

25. Was he able to sit up when these discussions were being held? A. Yes.

26. Was he able to get out of bed?

A. I cannot answer that, every time I called he could sit on the side of the bed and he could write his name good as I could or you and better

27. On these measurements did he scale the measurements off the plat you mention or Mr. Brockmeyer?

A. I presume I did but it was done in the presence of all three, and Mr. Robinson was no fool and no point in trying to fool him.

28. What is the difference on this plat between the one you handed Mr. Brockmeyer and that one?

A. Absolutely not any they were exactly the same.

29. Thought you did not see the measurements when they were put on?

A. I did not, the small sketch brought to my office by Mr. Brockmeyer on the morning of the 18th, had same dimensions on it.

30. Are you able to vouch for them as being correct dimensions?

A. After we went to Mr. Robinson's home, the same day we took Mr. Robinson's plat and laid off the Allen lot and then scaled the residue and it checked exactly with the dimensions on the plat brought me by Mr. Brockmeyer.

31. On this particular exhibit No. 2 there is no indication of an area of 17.8 acres, can you tell us where you got that?

A. That's one of the things that makes me think that is not the original paper Mr. Brockmeyer brought me, seems to me the dimension 17.8 acres was on the paper he brought me, I would not have gotten that any place else.

32. You are quite sure that is not the paper?

A. No I am not. I know the dimensions are the same as on the paper brought to me by Mr.

Brockmeyer, it may be or may be not.

33. Are you sure the 17.8 mentioned in your lease was on the memorandum Mr. Brockmeyer brought to you?

A. No I am not sure it was, but I am inclined to think it must have been because I don't know where else I could have gotten it.

34. 17.8 does not appear on this sketch at all?

A. No, apparently does not appear on this sketch at all. I don't know where else I got it unless on the sketch Mr. Brockmeyer brought me.

35. This may be a copy of the one you saw? A. Exactly.

36. You are not prepared to say it is the copy he brought you?

A. No, the lot is the same general shape and has the same dimensions as the sketch he brought me because I would not have been able to get those dimensions any place else to put them in the lease, I had no other place to get the dimensions other than the little sketch that was brought me.

37. April 18th was that the first day Mr. Brockmeyer had been to see you regarding this transaction? A. Yes.

38. Do you know how he figured the acreage? A. No.

39. Was the acreage mentioned in your discussion at Mr. Robinson's home just prior to the execution of the agreement?

A. I think it was, I think it was mentioned and I think Mr. Robinson and Mr. Brockmeyer had probably figured that acreage.

40. Can you recall the statements regarding it?

A. I am a little hazy on that.

41. Would you know whether acreage was mentioned in regard to the purchase price?

A. The general conversation was of the tract, he was selling the tract, the acreage did not seem to be material at the time the lease was executed it was the tract, the acreage did not seem to amount to a whole lot.

42. The only purpose of your visit to Mr. Robinson was to see that the contract was executed satisfactorily as you had prepared it?

A. Absolutely.

43. And not to go into a discussion of the terms of the contract?

A. No, I was not there to go into any discussion of the terms of the contract. Just to see that the contract as I had prepared it represented the agreement of the parties.

(Court)

44. You in this transaction were representing Mr. Brockmeyer only?
A. That's right.
45. You appeared all the way through as Mr. Brockmeyer's attorney?
A. That's right. He simply asked me to prepare the lease, I was never his attorney before or since.

46. Did Mr. Robinson have any representative at all in this transaction?

A. No he did not.

47. When you went there to make up this description did you make it up at any stage on the ground, go out on the premises and make up this description?

A. No.

48. Mr. Robinson ever point out to you where he understood the boundaries to be?

A. He was an invalid, he was at home, I made up the description at my office.

49. He did not go out on the premises?

A. No sir, but he knew the ground perfectly.

50. You never had pointed out to you what the boundaries were? A. No.

51. Then, representing the lessee, you put in it some metes and bounds, courses and distances, exactly where did you get that from?

A. I made up the description from the sketch Mr. Brockmeyer brought to my office.

52. When Mr. Brockmeyer gave you that description you put it in?

A. He gave me the sketch and I used that sketch exactly as he gave me to draw the description.

53. Are these figures 1145 your own?

A. No, they were on the sketch, that's the only place I could have gotten them.

54. Then you took off the sketch the exact figures on the sketch and put in the lease and ended all that by calling it 17.8 acres, more or less?

A. That's right.

55. You never went back on the ground and re-checked that? A. No sir.

56. How could that description get 17.8 acres, more or less? You say you are dountful whether had acreage on it, but somehow it got on there, you vouch for the description having made it up and added the acreage on there, you took it back to Mr. Robinson's home and then you re-checked it with Mr. Robinson and Mr. Brockmeyer, and you are satisfied it was correct?

A. I read it to Mr. Brockmeyer and Mr. Robinson and it was up to them to say it was correct.

57. Now you are here asking the Court to reform that, to say it is not correct? I would like you to tell me, as an experienced man, having had experience in that line, wnen you take a description of that type and put it in a lease and put in the acreage, and check and re-check, and nobody goes out on the ground and says "I intend to take this piece of land here," just where do you get your impression, you say Mr. Robinson understood that he was leasing more than this paper shows,was there any reason for that impression?

A. From the best information we had available at that time which was Disney's plat of 1920 the dimensions of that lot corresponded with the description in the lease, from the best information, that was the only information and best information we had. We had no deeds, only thing we had was Disney's Plat, and Mr. Robinson had done some surveying he had done some measuring of land on his own account, far as acreage is concerned that must have either been on the sketch given me by Mr. Brockmeyer or the acreage told me by Mr. Brockmeyer otherwise I would not have had anything. I have here on my notes " Approximately 17 acres" that must have been given me by Mr. Brockmeyer at the time.

58. Your purpose was to present to the parties the legal form that would give expression to the contract the parties had in mind? You checked and double checked that contract and you confirmed it and Mr. Robinson confirmed it, and the acreage was not so vital, you took the plat and described certain quantity of land and it stopped short of the Allen tract?

A. According to the description it did.

59. This Allen tract came into the picture a little bit later, you did not have any dimensions at all?

A. Not when I prepared the description, but at his home he mentioned the Allen lot.

60. Did he say the part he was selling ran down to the Allen tract?

A. We measured 750 feet and it measured down to the Allen lot, and he said that was right. The plat we used to make the description from it does go down to the Allen lot.

61. Just what was the conversation as to the Allen tract, if you recall any at all?

A. He told me to get some paper out of his desk which was a mortgage or copy of the deed to Allen, it has a description in it, and he told me to lay off a lot on this plat with the ruler, which I did, and it measured 750 feet along the railroad to the Allen lot from the Robinson Road, and that was in the description furnished by Brockmeyer.

62. If Allen's tract was in mind and you had more land and ran different from that described in the lease was there any suggestion that the Allen lot be made a separate call?

A. No, because the 750 feet fitted in so well on the scale that it was not necessary.

63. When did you put any pencil marks on the plat?

A. In Mr. Robinson's home.

64. Anybody suggest that you go out on the ground?

A. That was impossible for Mr. Robinson he was confined to his room.

65. He did not indicate at any time in any way just what the boundaries were, he took that description?

A. He purposely told me to lay off Allen's lot and then measure from the Allen lot to the road and we checked it and it was 750 feet, so it was clearly his intention that the lot ran from the Allen lot to the road. That was before the lease was signed but after it was written up .

(Norris).

66. On this plat which came from your own office and which is filed as Complainant's Exhibit No. 1, on the plat similar to this was there any mark to show when Allen's line was when you got the plat first out of the drawer?

A. No sir.

67. The parties had already agreed on the description from which you prepared your lease?

--------Objection.

A. They were on the memorandum Mr. Brockmeyer furnished me and I presume they agreed on them.

68. You don't know whether they got those dimensions from the plat you scaled off?

A. No, I don't know where they got those dimensions.

69. What additional information did you put on this plat other than a line to show the Allen line, on the plat you discussed with Mr. Robinson?

A. I don't imagine I did anything more than draw a line as it is drawn here.

70. Do any of the plats show the Allen tract by name up to the time of the transaction?

A. No sir.

71. Was there any indication at your discussions with Mr. Robinson and Mr. Brockmeyer that this same map had been used in order to compile the description?

A. No sir, no indication of that.

72. No suggestion that they had used this tracing before?

A. No. But I can tell you this, Mr. Robinson knew the dimension of all of his ground, including this piece, he knew how many feet in all of his parcels. In other words Mr. Robinson probably gave that 750 feet to Mr. Brockmeyer right out of his head because he probably knew that the line from Robinson Road to his Southern boundary was 900 feet, and he knew he had sold off 150 feet to Allen, and he probably told Brockmeyer 750 feet left.

73. Did Mr. Robinson say anything to you in taking that tracing out of his drawer that that tracing and two others were in that drawer each of which was different?

A. No, he asked me to get a certain plat and told me the location of it, in his desk, which I did.

74. On this tracing there was already drawn the Ritchie Highway line?

A. On the one I got out of his desk, yes it was.

75. As you went from the intersection of the Ritchie Highway to the County Road it measured 370 feet did it not?

A. Yes.

76. And when you went from that intersection which is the two roads extended, to a point up the Annapolis Boulevard towards Allen lot you measured 430 feet?

A. Yes, approximately.

77. And when you used the word "intersection" you meant the lines of the roads which when extended would intersect?

A. That's correct.

Re-Direct.

Podlich.

1. You did not even know there was an apron there then? A. No.

Richard Malan, a witness of lawful age, being first duly sworn, says:-

(Podlich.)

1. State your name and residence and your profession?

A. Richard Malan, 900 So. Paca st., Baltimore, Md.; Surveyor.

2. How long have you been engaged in the surveying of land?

A. About twenty years.

3. Were you engaged by Plaintiff in this case to make a survey of this land located at the intersection of Ritchie Highway and Old Annapolis Boulevard?

A. Yes sir, by Mr. Brockmeyer.

4. Do you remember when you made the survey?

A. I think October 26th, 1938, stated on the plat.

5. Is that a copy of the plat made from that survey? A. Yes.

------Offered in evidence as Exhibit No. 3.

6. Will you look at this Exhibit, which is Complainant's Exh. No. 3 and tell the Court whether or not the measurements and courses which are shown thereon fully enclose the land which lies between the county road on the North, the Baltimore Washington and Annapolis Electric railroad on the west, the North line of the property of Charles L. Allen and the boundary lines of the old Annapolis road and Ritchie Highway, are they correct?

A. Yes, very correct.

7. This apron did you check that with the State Road plat?

A. Yes, the State Road has a plat of it showing it, that is their dimensions.

8. You will notice certain marks put on with yellow pencil who put those on there?

A. I put them on for your information and comparison with the agreement.

9. I direct your attention to the measurement on the county road between the Ritchie Highway and electric railroad line, the figure 1145 feet, more or less, was that put on there by you?

A. I put thereon in crayon the line of 750 feet running parallel to the electric railroad,

to about 100 feet from it I put that on it.

10. Also this line 850 feet running away from the Allen property toward the old Annapolis road you put that on it?

A. Yes. In other words 1145 feet would not touch the railroad.

11. And 750 feet would not touch the Allen property? A. No.

12. And 850 feet would not touch the Annapolis Boulevard if you started to measure from the railroad? A. No sir.

13. This distance of 430 feet you wrote along the line of the old Annapolis road does that measure to the place where the apron of the Ritchie Highway intersects the Annapolis Boulevard?

A. I don't know, that is the way it scales but not a straight line along the highway.

14. The sum of the different courses does that make 430 feet near as you could get it?

A. Yes, about that.

15. When you were engaged to make this survey was a copy of the description supplied to you?

A. I had a description of the property that was sold off, and the agreement, and Mr. Brockmeyer showed me two pipes in the ground, he said that was as far as that line went.

16. Will you look at the description which is contained in the lease produced in the Bill of Complaint,--

(Court) You say the attorney showed you a marker which he said was as far as his line went?

A. Mr. Brockmeyer showed me two pipe at the end of the Allen property he said " that is as far as my line goes".

17. Was that the way you made up the description?

A. No, I had all exceptions came out of that large plat, all parcels sold off, and it was explained that is what the man bought.

-----Motion to strike out statement by Mr. Brockmeyer as having no reference to this case.

18. Will you look at this description which is contained in the lease and reproduced in the Bill of Complaint and tell the Court whether or not the outlines which you have placed upon this plat in yellow crayon is a reproduction of the lines which are referred to in that description?

A. That's right.

19. I direct your attention to the line of the Ritchie Highway and line of the Annapolis Boulevard as contained in the lease description wherein it says that the lot binds 430 feet on the old Annapolis road and 370 feet along the Ritchie Highway, does this plat indicate any such bearing as that?

A. There are three bends on the old Annapolis Boulevard, it is not a straight line.

20. How many bends on the Ritchie Highway?

A. On the Ritchie Highway there are two.

21. How about this six foot here?

A. That's one bend and that's not straight line but the agreement calls for 370 feet, more or less on the Ritchie Highway.

22. So that the description in the lease is a very inaccurate measurement along that Highway?

-----Objection. Sustained.

23. A few moments ago you told his Honor that Mr. Brockmeyer had shown you some pipes along

the Southern most side of this tract, and indicated to you that's where his line went, are you able to tell whether those pipes are the boundary line of the Allen property?

-----Objection. Overruled.

A. I am able to tell it.

24. Tell the Court whether or not those pipes are located on the Northernmost boundary of the Allen property as you know it to be located?

A. According to the description of the Allen property those pipes are called for and were put there by Frank S. Revell, Jr. and the measurement to those two pipes agree with the measurements in the description of the Allen property, the North side of the Allen property, and the pipe at the Northwest corner of the Allen property I found on the right of way of the Baltimore and Annapolis electric railroad, and the pipe near the Annapolis Boulevard I found to be the distance from the road that the description called for, the description of the Allen property.

25. Are you able to say that you know, from your survey and examination of the situation down there that these two pipes are in the North line of the Allen property?

A. I think so.

Cross Examination.

(Norris).

1. Are you employed for full time work? Or do you work independently?

A. I am employed by the City of Baltimore.

2. How long have you been employed by the City of Baltimore?

A. Nineteen years.

3. What is your capacity there?

A. Principal assessment clerk on plat work.

4. You mean you have been surveying for the past twenty years?

A. I worked nine years for the city in the field and the balance I do private work on my own account on holidays and days I have off.

5. How long has it been since you worked for the city in the field?

A. Nine or ten years ago.

6. So the only surveying you have done in the past nine years has been that done on holidays and off days from your regular employment?

A. Yes, private employment.

7. Is your job full time work job? A. Yes.

8. Paid on weekly basis? A. No, annual salary.

9. How much land and farm surveying have you done in the past nine years?

A. I am not able to tell you all that I have done, I have done a lot of it.

-----Objection. Overruled.

10. With regard to the apron shown on your plat where did you get the figures which you show? The figures being 6.13 feet?

A. Engineer's office of the State Road Commission, one of the men there gave it to me.

11. On the plat of the State Road Commission which you looked at in the Engineer's office was this 6.13 feet indicated?

A. Not that, no sir.

12. Where did you get that?

A. I had to figure that.

13. That was not shown on the State Road plat? A. No sir.

14. And on the other side of the apron appears the figures No. 26 degrees 32 minutes West, where did you get that figure?

A. Off the plat.

15. Did you figure it?

A. No, it's on the plat, it's on the center line and that is a parallel line to it.

16. You presume it was parallel to the center line of the road?

A. It's laid out parallel by the State Road Commission.

17. On the plat you refer to for these measurements?

A. And on the ground too.

18. On the plat from which you took your measurements the line appears to be parallel to the center of the road, of the Ritchie Highway?

A. It is supposed to be.

19. It is not shown to be actually parallel?

A. It is, yes sir.

20. Also on the apron strip appears the measurements North 6 degrees 54 minutes West 166.69 feet, where did you get that measurement?

A. That's figured from the stations shown on the State Road plat.

21. The plat you figured these from did not have these measurements?

A. No sir but I can prove it's correct.

22. Did you take the trouble to measure the distance which is shown on the West side of the Ritchie Highway and indicated in your plat to be North 26 degrees 32 minutes West 267.28 feet, and measure that against the strip shown on the State Road plat?

A. Yes, I scaled that, but you cannot get the .32 because it's photostat and the paper may shorten or expand and you cannot scale .32 of a foot, but it is very close to it.

23. In other words you platted the measurements which are shown on the apron from having scaled it on the State Road Plat?

A. No sir, I figured that from the stations on the plat, nothing is scaled from any plats, it's all figured by co-ordinated values of each intersecting point.

24. These measurements are not shown on the State Road Plat,

A. Not actual measurements but stations are shown on the plat from which they are figured.

25. On the land that you surveyed is there any indicating mark showing this apron,

A. No sir, I don't think so.

26. There is no pipe,

A. No sir, State Road Commission are very scarce with pipe.

27. There is nothing on the West side of the Ritchie Highway or on the West side of the Annapolis Boulevard to even indicate this apron,

A. Lot of sand and dirt and gravel, but you cannot tell where the apron is.

28. There is sand and gravel also shown on the land you say is included in the contract,

A. That's right.

29. The measurements which you have shown on the plat before you did you actually run those measurements indicated by yellow crayon, on the ground,

A. Not actually, but by what we call preliminary travels locating certain known point and thereform figuring and co-ordinating these points with values and figuring between those values

for actual distances which can be re-produced on the ground from the preliminary stakes which are set in the ground and actual dimensions will be there.

30. When you ran your courses and distances you did not run the course of 1145 feet in a total?

A. I could not do that because the road has two bends in it and 1145 feet would cut the man's field off at the railroad forming a triangle with about 150 feet along the railroad.

31. Did you ever scale or survey along the Ritchie Highway a distance of 370 feet, more or less, to a point where the contract provides the Ritchie Highway intersects the Annapolis Boulevard,

A. I did not because it would be incorrect to do so.

32. Did you scale from where the Ritchie Highway and the Annapolis Boulevard, if extended, would intersect a distance along the Annapolis Boulevard of 430 feet?

A. No, only on this plat but not on the ground.

Charles F. Lee, a witness of lawful age, being first duly sworn, deposes and says:- (McWilliams.)

1. State your name, residence and occupation?

A. Charles F. Lee, Annapolis, Md., Real Estate and Insurance. Home address, Annapolis Boulevard.

2. How long have you been engaged in the Real Estate business?

A. Thirty years.

3. How far from the property under discussion in this case do you live?

A. Six or seven miles.

4. During the past thirty years have you been engaged in the business of buying and selling on your own account or others?

A. I have.

5. In the vicinity of this particular piece of property? A. Yes.

6. Have you inspected this property?

A. Yes last Sunday.

7. At whose request? A. Mr. Brockmeyer's.

8. In whose company? A. With Mr. Brockmeyer's son.

9. Was this particular piece of land shown on the plat pointed out to you, being copy of Exhibit No. 1?

A. Yes, this is the property.

10. Are you familiar with the value of land similar to the land you inspected last Sunday?

A. I have sold land within a radius of five miles both ways, yes I am?

11. Are you familiar with the value of this same land and land similar in the same vicinity as of April, 1938, seven or eight months ago?

A. Yes.

12. Did you make an appraisal of this parcel of land up there as of April 18th, 1938?

A. Yes, not very much difference between those dates.

13. You made the appraisal last Sunday, in February? A. Yes.

14. The question is of the value of April, 1938? A. Yes.

15. Did you re-adjust the appraisal you made this last Sunday to conform with the value of the land as of April 18th, 1938?

A. Yes.

16. You have before you a copy of the Plat marked Exhibit No. 3, I am referring specifically now to the entire tract of land, that is the land pointed out bounded by the county road, the Baltimore and Annapolis railroad company, the Northern boundary of the Allen property, the Old Annapolis Boulevard and new Annapolis Boulevard, and ask you what valuation did you put upon that tract of land as of April 18th, 1938?

A. $200 per acre.

17. Estimating it is 23.24 acres, how much?

A. $4,600 for 23 acres.

18. Did you also place a valuation on that portion of the tract which is indicated on the plat before you as 3.028 acres more or less and which lies just North of the Allen property and made up of that 3 acres?

A. I did not at the time because I did not know how much land was in question nor did I know the frontage on the old Boulevard or size of it in general.

19. You have since determined that?

A. From this plat, yes.

20. Have you made an appraisal of that also?

A. It is rather hard matter to do anything with a piece of land 65X932, very irregular, has frontage of 256 on the railroad. Might be able to sell it for a home site, but that irregular shape you would not be able to get very much for it, I would say from $300 to $500.

21. Is that your minimum and maximum on the value of those three acres as of April, 1938?

A. That's right.

Cross Examination of Charles F. Lee.

(Norris.)

1. Since the new Ritchie Highway has dual lane a dual highway laid out from Baltimore to Robinson station and little beyond, has there been any appreciable increase in land values of land abutting on that highway?

A. Very little so far.

2. Would you know as a matter of your own knowledge whether the dual lane existed as far as Robinson station on April 18th, 1938?

A. It was not completed, the one lane was not completed on April 1938 they were working on it, I don't think the concrete had been laid, and it was open.

3. You feel no increase in value whatsoever to the land adjacent to that highway as to land not on that?

A. It will have its results no doubt about that, but very little since the road has been completed, the road certainly will add a great deal to the value of property but it takes time.

4. Your valuation of $200 per acre for the entire tract takes into consideration that land abutting on the new Highway is worth more than land on the rear?

A. Yes.

5. It is also based on the fact that the value as to the land as of last Sunday is practically the same, and equivalent as the value last April?

A. That's right.

6. There has not been any increase in property values yet?

A. No, that's very little time in which to allow price of real estate to increase. Since November we had very bad weather, our trouble is we cannot get clients out to show property to make sales.

7. This amount of $200 per acre is that a value at fair guage of what it is worth or what it would be attractive to you as a buyer as purchaser?

A. As a whole I would say that was a fair value, I would not want to pay any more, and I think I would have a job to sell it at a greater price on the market we have had in the past few years.

8. I hand you a plat of Edward Hall, Jr. which will be later identified, and to which there is no objection, and will be filed in this case, and call to your attention the land contended by defendants to be covered by agreement of the parties comprising 19.37 acres, adjacent to this is tract 4.06 lying between the Allen property on the South and alleged Brockmeyer property on the North. Will you state what, in your opinion, is the valuation of that tract stated to contain 4.06 acres?

A. That is the same relative strip which the Plaintiff claims to contain 3.02,- around $800.

9. I call your attention to the Hall plat the frontage on the Annapolis Boulevard is 191.8 feet and not 65 feet, more or less, shown on the Malan plat, would you say that this is much better to sell?

A. Yes. This is 65 feet on the old road and this is 191 feet?

10. Then the frontage of 191.8 feet would improve considerably the value?

A. I think you can get probably around $800.

11. This would be worth the same value as the entire tract?

A. Around that.

Plaintiff Closes.

TESTIMONY ON BEHALF OF THE DEFENDANT.

Edward Hall, a witness of lawful age, being first duly sworn, deposes and says:-

(Norris.)

1. State your name, residence and occupation?

A. Edward Hall, 57 years old, Surveyor for Anne Arundel County, County Surveyor.

2. How long have you been in the business of surveying?

A. 36 years.

3. How long have you held the office of County Surveyor?

A. On my third four year term now.

4. In the case at Bar were you requested by counsel for defendants to prepare a plat?

A. Yes.

5. Will you tell the instructions you received in regard to the survey you were asked to make?

A. I was instructed by Counsel in the case to interpret the terms of a description is a lease from James S. Ribinson to a Mr. Brockmeyer, the lease at that time was in front of me, the lease had various calls which are not definite in my mind but which are contained in the lease. I, to the best of my ability, ran off the calls contained in the agreement between Robinson and Brockmeyer.

6. I show you a blue print of a plat,-

A. Which blue print is platted from my notes of a survey made last month, in February,1939.

7. Where did you show your beginning point?

A. I show my beginning point at the intersection of the Southwest side of the Ritchie Highway with the Southeast side of the road to Robinson station.

8. Will you indicate on the plat before you the courses and directions which you took?

A. The point of beginning was at the intersection of the two roads at 75 feet from the center line of the Ritchie Highway as now laid down, and at the intersection of a point 15 feet from the intersection of the county road to Robinson extended, which was on the Southeast edge of the ditch made by the county road people.

9. Then your first course is to what extremity or call in the lease?

A. I had three courses down the road which added up to something, I think 1249 feet to the Northeast edge of the Baltimore and Annapolis Railroad right of way.

10. Then what course did you next follow?

A. I took two courses down the Northeast edge of the Railroad right of way, in all 750 feet to a stake distant North 25 degrees 26 minutes West 248.25 feet from a pipe previously set in concrete at the intersection of the right of way line of the Baltimore and Annapolis Railroad with the Northernmost line of the conveyance from James S. Robinson, Jr. to Charles L. Allen, recorded in F. S. R. 93, folio 462 dated October 26th 1931. From the railroad I ran North 64 degrees 27 minutes East 972.3 feet to a point on the Southwest side of a Baltimore and Annapolis Boulevard, distant North 14 degrees 26 minutes East 191.8 feet from a pipe previously set in concrete on the Northernmost line of the conveyance to Allen which I have already mentioned.

11. Who set the pipes on the Allen property?

A. In 1931,- I did not run off the original conveyance,-but was called upon by Mr. Robinson in or about 1931, to check over the Allen line and set pipe so he could see where his property was, and the property of Mr. Allen.

12. Who set those pipes?

A. I set pipes very close to that location but I did not set them in concrete, but there were pipes set on the Allen line by me in 1931 but not in concrete.

13. The pipes previously set you had knowledge of them?

A. I had previous knowledge of pipes on or about that location. I had checked the Allen line front and back to see what he had, what was contained in his deed and I found he was very close to what he had in the front and back.

14. The distance of 972.3 feet ran on a line to the Baltimore and Annapolis Boulevard, where did you locate that point of intersection with the Westernmost line of the Baltimore and Annapolis boulevard?

A. It has been the custom among people surveying land since the shoulders had been put on this Boulevard, to allow 20 feet from the center line of the Annapolis Boulevard for the line of the road, the State having, without deed, in all cases taken up enough feet to allow for that shoulder which they put on.

15. Where that line, 972.3 feet intersects the Baltimore and Annapolis Boulevard?

A. At a point distant North 8Ø degrees 30 minutes East 430 feet from the intersection of the Southwest side of the Boulevard with the Southwest side of the Ritchie Highway.

16. Then did you carry your last course from that point of intersection to the place of beginning?

A. Then I carried my last course to the point of beginning.

17. Your plat does not show the apron shown on the Malan plat?

A. I did not include the apron.

18. Tell us why you ignored the apron in your survey knowing that the apron had been conveyed by Mr. Robinson to the State of Maryland?

-----Objection. Overruled. Exception.

A. I, in my survey, endeavored to interpret the intent of the agreement between Mr. Robinson and Mr. Brockmeyer and there were no stakes showing any location of an apron, we used what they call their line shown on their plat as their right of way being 75 feet from the center.

19. Who gave you your information?

A. My information was gotten from counsel in the case, and was also copied from a plat of the State Road Commission shown at this point, recorded in State Road Plat book in the office of the Clerk of the Court.

(Court) 20. Did you have before you at the time the description set out in the lease?

A. Yes.

21. Were you instructed by counsel to ignore the apron from your survey?

A. Yes.

22. In locating the point of intersection as you have located in your plat is that where you believed the two roads to intersect, in surveying language, or is that against your understanding of the place of location?

-----Objection.

23. On other surveys you have made than the one before you, the one in this case, have you had the problem of aprons appurtenant to the State Highway, and is the apron considered to change the point of intersection at the Highway?

-----Objection.

A. Only in one instance, that concerned this Ritchie Highway when it was a suit of the State Road Commission against Charles L. Pumphrey, but this was not an apron, the State Road was condemning a piece of Mr. Pumphrey's property, and it would hardly have the same significance as this because another road was swinging around and what they were taking was absolutely necessary to swing a new road over the Pumphrey property to intersect another road.

24. I have here a copy which Counsel have compared with the original plat and deed of James S. Robinson, et al. to the State Road Commission and I would like to have the Hall Plat attached to it, filed and

------Marked Defendants' Exhibits A and B.

I show you a copy of deed from James S. Robinson et al to the State Road Commission of Maryland, to which is attached the Plat showing Ritchie Highway and apron, can you tell us regarding the area involved in the apron shown on this plat, have you computed that area?

A. I find very close to six tenths of an acre, I mean six one hundredths beyond the 75 foot line which is considered right of way line shown on this plat as being 75 feet from the center line.

25. There is no measurement indicated on the lines showing the apron?

A. They have a measurement at station 63 plus 25 a distance of 81 feet from the center line that is 6 feet which runs to a point at station 35 plus 77 we have a distance of 131 feet from the center line to the West edge of that apron.

26. Your computation of area is by scaling according to the scale as shown on this plat.

A. My survey was based on distance of 75 feet from the center line and in that distance shows very little bit. My computation of area is by scaling according to the scale as shown on this plat.

27. Did you know Mr. James S. Robinson, Jr? A. Yes.

28. Over what period of time would you say?

A. From early in 1924 until nearly the time of his death, until sometime in 1936 was the last time I saw him.

29. Can you state whether you ever knew him to have surveyed any property himself?

-----Objection. Overruled.

A. Mr. Robinson had a magnetic compass of great age, in developing land he employed me by the day with crew, he would take his instrument and his hired man and have certain lots cut out on magnetic bearings rather wide and would also measure beforehand to see approximately what he had, and then he would employ me, he did not claim to be absolutely expert but was very maticulous, he would employ me to run over lines and put courses and distances and give exact dimensions this refers to a tract of about 187 acres which he had me lay off and subdivide.

(Court)

30. Are you familiar with the practice and custom he employed with reference to pieces of land he was buying and selling?

A. His practice and custom was to roughly measure the land which he had to sell and approximate the area, and if necessary to copy out lines or cause metes to be copied out before he had those lines actually surveyed and exact area figured.

(Norris)

31. Would you find an appreciable error as to his running courses as against your review of the courses?

------Objection. Sustained.

(Court)

32. You know it to be a fact he was a man who would closely estimate and figure out his sales?

A. Yes.

(Norris)

33. In the various negotiations and transactions you have been in with Mr. Robinson can you explain what you mean by your statement that he was " very maticulous?"

-----Objection.

A. Mr. Robinson worked by a rule of thumb, as we would say.

34. Can you state of your own knowledge the extent or knowledge Mr. Robinson had regarding the land he owned at or near Robinson station in Anne Arundel County.

-----Objection. Sustained.

35. Did you find that Mr. Robinson had a very exact knowledge of the land which he owned?

------Objection.

(Court) Do you know whether Mr. Robinson had exact knowledge of what he owned?

A. I can't answer that question, it's impossible.

36. I show you a plat which is filed in the case and identified as Complainant's Exhibit No. 1, will you scale for us the length of the line running from Robinson station along the West side of the railroad right of way to the extremity of the outlines of the entire tract?

A. It scales 910 feet on this plat as drawn, a line which has been referred to as imposed by Mr. Willcox in the presence of Mr. Podlich and Mr. Norris, say running your line from Robinson station to where that line is, scales to that line as superimposed by those two gentlemen is 765 feet.

37. That is the line which is contained ~~in the contained~~ in the contract as running 750 feet, is it not?

A. I don't know, I know he had 750 feet from Robinson station along the railroad.

38. That is the same general direction and on top of the same line?

A. Yes, it scales to about fifteen feet of that.

39. Measure the length of the line written on this map in pencil which has been referred to and which is the Northern boundary of the Allen tract, what do you scale that to be?

A. That scales 880 feet.

40. This is the line or direction which is referred to in the contract as 850 feet is it not?

A. I don't think so, I don't know. I don't think so, I don't think our distance would run along that line, I think it would leave that line, in that general direction scales 880 feet.

41. What distance did you find from the point of intersection of that line with the Baltimore and Annapolis Boulevard to the point of intersection of the Ritchie Highway and Baltimore and Annapolis Boulevard?

A. You mean this pencil line? This scales down here 495 feet from that point, that is the measurement which complainants contend was scaled by Mr. Willcox to be 430 feet. I heard Mr. Willcox testimony and they seemed to have some agreement for 430 feet.

42. They did have agreement to run 430 feet from the intersection of the Ritchie Highway down with the Annapolis Boulevard and down in a Southerly direction?

A. I suppose the Annapolis Boulevard, but I cannot say that is the point of intersection, that was Mr. Willcox testimony. It scales 495 feet as shown by the pencil mark on this plat to be the Ritchie Highway,- I am not testifying at any time to the accuracy of this plat.

43. I have indicated on Exhibit No. 1 of Complainants, filed in this case the A to indicate a line running on the Easternmost outline of the right of way of Baltimore and Annapolis railroad from Robinson station to the line marked on the plat in pencil by Mr. Willcox, you have scaled that?

A. Yes.

44. What distance did you find that to be?

A. 760 feet or 765.

45. Now the next line I wish you to scale is that marked in pencil which is the Northernmost line of the Allen lot and indicated (B) running from the extremity of the railroad right of way to the Annapolis Boulevard, what do you scale that to be?

A. 880 feet.

46. Will you scale the distance between the point where that pencil line intersects the Baltimore and Annapolis Boulevard to the point of intersection of the Baltimore and Annapolis Boulevard and the Ritchie Highway, the Highway being indicated on the plat in pencil?

A. 500 feet.

47. Is that the pencil mark Mr. Willcox put on there? A. Yes.

48. Will you scale the distance from that mentioned point of intersection of the old Annapolis and Baltimore Boulevard and Ritchie Highway to the point of intersection of the Ritchie

Highway and the County Road, what do you find that scales?

A. 330 feet.

49. Then I have indicated on the plat the South line of the county road running from the intersection of that road with the Ritchie Highway to the point of intersection with the railroad right of way, what do you scale that line to measure?

A. 1150 feet.

50. All the measurements you have made are using the scale on the plat of 200 feet per inch, is that right?

A. Yes. I might interpolate and say that the plat does not scale very well.

51. And the lines which you have measured and refer to on the plat as A-B-C-D-E are indicated as to length by arrows shown on these lines, is that correct?

A. Yes.

(Court) Can you identify the marks made by Counsel, made in your presence as being your own testimony?

A. Yes.

52. According to Mr. Hall's plat the description as set forth stops short 191.8 feet of the Allen tract on the Annapolis Boulevard, it leaves in the possession of the defendants in this case this area 4.06 acres, explain how it is that does not go down to the Allen tract as contended by the plaintiffs, if you know?

A. The description in the agreement had definitely stated that Mr. Robinson was leasing to Mr. Brockmeyer 750 feet on the right of way of the Baltimore and Annapolis railroad, and definitely stated and made a monument of the intersection of the Southwest side of the Baltimore and and Annapolis Boulevard with the Southwest side of the Ritchie Highway, that was a definite monument there which can be re-established at any time, and we had 430 feet from there, and I had no right to go beyond the point of that distance or stretch that 430 feet an inch further. I was bound by that.

53. That's the reason the limitation is there in that plat, 191.8 from the corner of the Allen tract?

A. Yes.

54. Did you survey the Allen tract in the beginning?

A. I did not make a survey for the description contained in the Allen deed.

55. Were you familiar with it? A. Yes.

56. Did you know that monuments and markers were there? A. Yes.

57. You placed a monument at the extremity of the Northern outline of the Allen tract at the request of Mr. Robinson?

A. Yes.

(Podlich) That was back in 1931? A. Yes.

58. I show you Exhibit No. 2 of the Plaintiffs, will you identify whether the measurements there indicated are substantially those outlines covered by your survey?

A. Those are the calls shown in the agreement, copy of which counsel furnished me, with the exception of the fact that the agreement as I remember called for 1145 feet, more or less, to the railroad and down the railroad a definite 750 feet from the intersection of the Robinson road with the railroad right of way, also 850 feet, more or less, this is my recollection, to intersect the Annapolis Boulevard, but with a definite 430 feet from the intersection of the

Ritchie Highway and Annapolis Boulevard down that Boulevard, and a 370 feet, more or less, given from that intersection to intersect the South side of the Robinson road. This is Exhibit No. 2.

59. And on that same question can you state whether the property indicated on the sketch before you is the same property which you have surveyed and indicated on your own plat?

A. Allowing for the discrepancies in the distances given as "more or less" this is the property as shown on my survey.

60. On the plat which is Exhibit No. 1 of complainants filed in the case will you measure for me the lines shown in a triangle which lines include the Ritchie Highway and a small triangle bound on the North by the south edge of the county road, on the Southeast by the Annapolis Boulevard, on the West by line indicated to be D I have noted, these three lines on the exhibit as being (F-G-D) will you measure line F and tell us what that scales to be?

A. 270 feet. Line G 420 feet, Line D 320 feet.

61. Have you computed the area contained in this triangle bound by lines F-D- and G?

A. This small triangle is just about one acre, little less than an acre.

62. Do you know of your own knowledge the area of the Allen tract?

A. It is 2.86 acres.

63. The 2.86 acres of Allen's place, 1 acre in this triangle gives you 3.86 acres or an area left according to the Disney survey in the portion intended to be purchased by Brockmeyer of the difference of how many acres?

A. 21.14 acres.

64. That is according to the contention of the complainants?

A. Yes.

65. Are there any markers on the Ritchie Highway to indicate the apron we have discussed?

A. No sir, not that I saw, and I examined it very carefully.

Cross Examination of Mr. Edward Hall.

(McWilliams.)

1. What day in February did you make this survey?

A. I tnink the first week in February, have not got the exact date on there.

2. Did you take a party into the field when you made this?

A. Yes.

A. Yes.

3. Went on the ground and actually surveyed, from a physical standpoint? A. Yes.

4. When you set your beginning stake did you set it with reference to the State Road official plats? Or with reference to the physical condition from the center of the road?

A. From the center of the road. That distance was arrived at by measurement, the center between their two strips of concrete which seemed to check with what the State Road had by sighting at their center line both ways.

5. You did not check with the official State Road plats?

A. Yes, I checked as far as I could with the official State Road plats, their stakes had been removed I could not find them, we established a center line at two or three places and checked it.

6. You did not establish it with respect to their official plats?

A. That is rather an impossibility. I took the center line as laid down on the ground, whether conforms to their plats I don't know.

7. That is what you did not do? A. That is what I did not do.

8. You laid out the first line along the Robinson road, and I think you testified you got a distance of 1249 feet, which is a variance of how much from Mr. Malan's plat?

A. I don't know.

9. At a variance of how much from the distance as set forth in the lease?

A. 104 feet.

10. You laid that out to the railroad?

A. To a point distant 33 feet from an established center line measured between the tracks of the railroad.

11. Extreme East of the Shortline? A. Yes.

12. Then came down along the railroad right of way for a total of 750 feet, which is in accordance with the description?

A. Yes.

13. First line does not fit at all? 104 feet difference?

A. Yes.

14. Second line fits exactly?

A. Yes, because that's mere distance.

15. You put a stake there? A. Yes.

16. You turn off and came over to Annapolis Boulevard 972.3 feet? A. Yes.

17. That does not check with the description either?

A. No sir, there is "more or less" distance given, description calls for it.

18. Description calls for 850 feet, difference of about 122 feet is it not?

A. Yes.

19. Then you strike the Annapolis Boulevard at a point which you computed to be 430 feet from its intersection with the Ritchie Highway?

A. Yes.

20. You established that intersection on instructions from the defendant's counsel?

A. I established that by measuring 75 feet from a center line of the Annapolis Highway known as Ritchie Highway.

21. The old Annapolis Boulevard, intersects the property owned by the State known as the Ritchie Highway at a point closer at the apron and not at the point you established?

A. My testimony is by advice of counsel I used a point 75 feet from the center line of that road intersecting a line 20 feet from the Annapolis Boulevard.

22. The point of intersection was determined by Counsel rather than physical condition on the ground?

A. By physical condition on the ground, there is no apron.

23. Did you have reference to the State Road plat and deed from Robinson and others to the State? A. Yes.

24. Does that show the State owns an apron there?

A. That is not to be acknowledged by me as whether it is the site of their right of way or whether it is part of the road or something else, I don't know whether that is intended for a right of way or parking space.

25. The old Annapolis Boulevard intersects that apron at a point closer than 430 feet to the point you have established on your plat?

A. No sir, if it did I would have shown it, I don't know anything about apron.

26. We are talking about the apron.

A. No sir, it is exactly 430 feet, as I have tried to convey to you, from that intersection established as I said.

27. You disregarded the apron altogether in your plat and your computation?

A. Yes.

28. Even though it is the property of the State and State Road?

A. By advice of counsel, yes sir.

29. That description of 430 feet fits the description in the lease?

A. Yes, that 430 feet.

30. Take the last course 331.03 feet up to the point of beginning that does not fit it?

A. In my opinion it does co-incide

31. 370 feet is called, about 331 feet on your plat?

A. It is "more of less".

32. That fits or co-incides?

A. That's as nearly as 1150 down the road.

33. Your plat is your interpretation of what Mr. Brockmeyer ought to get under the terms of his lease?

A. It's my interpretation of this agreement between Mr. Brockmeyer and Mr. Robinson, I have already testified to that.

34. You mean your interpretation as an engineer and surveyor?

A. Yes.

35. Would not this be another feasible or possible interpretation of this description,- suppose you assume that distance along the county road which according to the lease is 1145 feet, was the correct distance, as planned by the parties, and you accordingly move the Ritchie Highway over this way 100 feet, would not then the distance as shown in the lease be more nearly correct?

-----Objection.

A. The Ritchie Highway, as learned counsel knows, is a monument fixed by two parallel strips of concrete, the railroad right of way is also a monument clearly defined by two rails running parallel with each other from Baltimore in the direction of Annapolis.

36. Mr. Robinson in his later years was confined to his bed?

A. I am not sure of what you mean by his " later years", a period of how long? If I knew I possibly could answer.

37. For a year and a half prior to his death?

A. At one time I visited him and was admitted to his room, at that time he was confined.

38. How long ago was that? A. Year and a half or two years.

39. Ever see him come out after that?

A. I was not in Baltimore after that.

40. You did not see him doing any surveying up there during that period

A. I had not seen him on the ground for seven or eight years prior to this.

41. With what did you make those measurements on Exhibit No. 1?

A. I used an engineer's scale.

42. You can scale down pretty fine with that engineer's scale?

A. Very nicely, very closely and accurately.

43. Much more so than with an ordinary ruler?

A. That's what I find.

44. Those measurements you found there were determined here on the trial table on that partial folded plat with an engineer's scale?

A. The measurements to which I refer in my testimony were made with engineer's scale, I don't understand your question because several people have scales, I don't know what scales they use.

45. You did it on the trial table? A. Yes.

46. After the plat had been folded several times?

A. I don't know.

47. There are folds in it, a number of creases?

A. Did it from the witness chair and with engineer's scale, yes.

48. You don't know who put those pencil lines on there do you?

-----Objection.

A. There were lines marked B-E-F-G in my presence and I scaled those lines and testified to them.

49. I am referring to the line which marks the Northern boundary of the Allen property and which marks the Western right of way line of the Ritchie Highway?

A. I cannot testify to that, I did not put them on there.

50. You don't know who put them on there?

A. No sir, except from the testimony.

51. You don't know whether they are accurately placed on there? A. No.

52. The measurements you give in your testimony, are merely what you happen to find on that particular piece of paper under those circumstances?

A. I scaled the lines as shown of the plat.

-----Agreement of Counsel,

That Mr. James S. Robinson, Jr. was bedridden for at least three years prior to his death.

-----Motion renewed to strike out the testimony of Mr. Willcox which was taken subject to exception.

Close of Defendant's Testimony.

Petition to take testimony in open court and Order of Court thereon. Filed February 2" 1939

To The Honorable, The Judges of Said Court:

The Petition of Richard C. Brockmeyer, Plaintiff in the above entitled case, respectfully represents unto your Honors:

1. That he desires to examine orally, in open court in the presence of your Honors, certain witnesses who can testify to certain facts and matters relative to the Bill of Complaint filed in this case.

Wherefore your Petitioner prays this Honorable Court to pass an Order, according to the statutes for such cases made and provided.

And as in duty bound, etc.

William J. Mc.Williams

Solicitor for Plaintiff

ORDER

Upon the foregoing Petition, it is this 3rd day of February, 1939, by the Circuit Court for Anne Arundel County in Equity Ordered that the Plaintiff have leave to take testimony as prayed and that the testimony to be offered be taken orally in open court as provided by Rule 21 of this Court.

And it is further Ordered that said testimony be taken on the 15th day of February, 1939, at ten o'clock A. M. provided a copy of this Petition and Order be served on the Defendants of their Solicitor of record on or before the 3rd day of February, 1939.

Ridgely P. Melvin, Judge.

The time originally set for Feby. 15th. By agreement of Counsel the time for taking of testimony is continued to Wednesday, March 1st., 1939.

March 1, 1939. Ridgely P. Melvin, Judge.

Service of copy of within Petition & Order of Court hereby admitted this 3rd. day of Feby.1939

J. Oliver Clark,
Solicitor for Defendants.

Stipulation of Counsel in regard to correction of the transcript of testimony in the case.

Filed March 31st., 1939.

March 28, 1939.

It is stipulated and agreed by counsel for all the parties to this cause, that the transcript shall be corrected, in manner indicated by the underlined words, to read as follows:

PLAINTIFF'S TESTIMONY:

Page 1, line 10, to read, "25 acres immediately to the South of the County Road and East of the"

Page 1, line 12, to read,"another tract also East of the railroad containing 23 acres, saving and "

Page 1, line 17, to read, "been conveyed to the State of Maryland for the use of the Ritchie"

Page 3, line 11, to read, "satisfy the demand, signed by Mr. Disney, of the same date? It is on"

Page 3, line 12, to read, "white paper and bears the letter B. These are the only two plats drawn"

Page 4, line 34, to read, "A. Not at that time, it was sent to me before the Brockmeyer transaction."

Page 5, line 29, to read, "according to the ruler and the plat we used it measured 750 feet."

Page 6, line 4, to read, "750 feet on a scale of 200 to the inch."

Page 14, line 3, to read, "A. That's one of the things that makes me think that is not the"

Page 14, line 5, to read, "17.8 acres was on the paper he brought me, I would not have gotten that any"

Page 19, line 28, to read, "of the roads which when extended would intersect?"

Page 20, line 16, to read, "-----offered in evidence as Exhibit No. 3."

Page 20, line 17, to read, "6. Will you look at this Exhibit, which is Complainant's Exh. No. 3"

Page 28, line 8, to read, "16. You have before you a copy of the Plat marked Exhibit No. 3, I"

Page 30, line 5, to read, "to this is tract 4.06 lying between the Allen property on the South"

Page 30, line 10, to read, "contain 3.02 around $800.

DEFENDANTS' TESTIMONY:

Page 5, line 19, to read, "and I would like to have the Hall Plat attached to it, filed and"

Page 14, line 2, to read, "Robinson and others to the State?

Counsel for Plaintiff

Counsel for Defendants

It is further agreed that in all places in said transcript where the name Olive C. Clark is used to designate one of the solicitors for the Defendants, said name shall be changed to read "J. Oliver Clark;" and that in all instances where the name "Prodnick" is used to designate one of the solicitors for the Complainant, said name shall be changed to read "Podlich."

William J. McWilliams

William F. Podlich
Counsel for Plaintiff.

J. Oliver Clark

John R. Norris
Counsel for Defendants.

OPINION OF COURT April 14, 1939. Filed April 15th.,1939.

With the well-established principle in mind that before a Court of Equity will intervene to re-form a written agreement, which is the primary relief sought in this case, it must be satisfied beyond a reasonable doubt as to the points at issue, the Court has carefully searched the record and weighed the facts as presented. These facts are of first consideration. Summarized, they are as follows:

The lessor (Robinson) was the owner of approximately 104 acres of land adjacent to the electric railroad at Robinson Station, with another boundary abutting on the Baltimore and Annapolis Boulevard, and, later, on the new Ritchie Highway also. He was the type of landowner, according to the testimony, who knew the dimensions of all of his holdings "including this piece" (the one in question). "He knew how many feet in all of his parcels". (R- page 19; Wilcox)

In 1931, Mr. Robinson sold a parcel of the area immediately involved in this case, containing 2.89 acres, to Charles L. Allen. This was described by metes and bounds, courses and distances. In November, 1936, he sold for State Roads purposes a small strip to the State Roads Commission of Maryland. Then on April 18, 1938, he entered into a written agreement with the plaintiff in this case to lease, with option to purchase, a minutely described parcel of this land said to contain "17.8 acres, more or less."

This agreement was drafted by the attorney for the lessee (the plaintiff herein) and the dimensions, the testimony shows, were taken from a sketch which the plaintiff delivered to his said attorney. These dimensions are the same as shown on Plaintiff's Exhibit #2 (R - page 4). On this sketch each boundary line is given a certain definite number of feet, but no designation whatever is made of the Allen tract which later loomed up so largely in the case. According to the testimony, no mention was made of this tract by Mr. Brockmeyer to his attorney, Mr. Wilcox (R - page 12), nor was it referred to in the description which the latter prepared from the sketch submitted to him by the lessee. On the contrary, the one particular boundary line

which could have ended at the Allen tract, if the parties so agreed, was described precisely as follows:

"Along the right of way line of said railroad, 750 feet." The other boundary lines ended with a call, but this one, only, did not. When Mr. Wilcox later that day took the finished paper to Mr. Robinson, it was carefully gone over with both parties and the description checked with a ruler. Still no mention of the Allen tract was inserted in the written contract, and it was finally signed and sealed by both parties exactly as Mr. Wilcox had prepared it from the description which his client had furnished him.

Less than one month after this agreement had been executed, namely, on May 10, 1938, the lessee gave written notice of his intention to exercise the option to purchase the property described in the lease. Just two days later Mr. Robinson died, and the Executrices under his Will (the defendants herein) served notice through their counsel that they would consummate the transaction in accordance with the terms of the option. Thereafter developed the alleged mistake in the said written agreement, the plaintiff claiming all of the land lying between the four boundaries mentioned in the bill of complaint, totaling several acres more than the contract description called for, and the defendants standing strictly on the contract as executed.

The Court is asked to re-form this written agreement and to specifically enforce it as so re-formed, the case being submitted for final decree on bill, answer and testimony. At the hearing the plaintiff abandoned Paragraph C of the Bill, referring to compensation and reimbursement for alleged damages.

Therefore, the sole issue now before the Court is whether or not the written agreement in question embodies a mutual mistake, as alleged, without negligence.

In passing upon this issue, the Court must take as its guide the principle hereinbefore mentioned, that a written contract, clearly expressed, cannot be re-formed unless the Court is "perfectly satisfied" or "satisfied beyond a reasonable doubt" that the language of the instrument does not express the agreement between the parties.

"----- Before the agreement may be re-formed, and executed as re-formed, the Court must be perfectly satisfied what the real intention of the parties was, or otherwise it will not interfere."

Miller's Equity Procedure, Par. 669.

Further in this same connection the rule is stated to be: " It is the duty of the plaintiff to make out the case set up in the bill with such distinctness, certainty and legality in all its parts that the Court may have no difficulty in deciding exactly what the contract was. The proof must be clear and explicit, leaving no room for reasonable doubt, and must in each essential particular correspond with the terms of the contract set up in the bill."

Miller's Equity Procedure, Par. 676;

See also Keedy vs. Nally, 63 Md., 311;

Dall Co. vs. Butcher, 135 Md., 25;

Pomeroy Spec. Per. of Contracts, 3rd. Ed.,

Par. 249.

After the most careful consideration, the Court is not "perfectly satisfied", or "satisfied beyond a reasonable doubt", that this contract is one that justifies the intervention of a Court of Equity. The Court cannot bring itself to the point of putting in the mind and

in the acts of a deceased party, particularly, an intention which the clear, unambiguous language of the written contract expressly negatives. If both Mr. Robinson and Mr. Brockmeyer had intended to include the whole area between the four boundaries, namely, the railroad, the County road, the Boulevard and the Allen tract, why did they, with the latter's attorney, go to so much pains to define by exact dimensions the land to be leased? How easy it would have been, if that were their intention, to have (1) mentioned the Allen tract as a call in the full description that was used, or, (2) instead of resorting to language that defined and specified a limited area, to have simply stated that the land covered by the agreement was the area between the four boundaries mentioned, which were so clearly distinguishable.

Not having adopted either of these methods of description, but having employed words which are entirely free from ambiguity and which mark out an area conspicuously short (by several acres) of the Allen tract as a boundary, the Court does not feel justified in saying that, beyond any reasonable doubt, both parties intended, nevertheless, to go that far. This is apart from the charge of negligence which the defendants allege against the plaintiff in executing a plainly worded contract, drawn by his own attorney, without mentioning an important call known previous to the signing, and then seeking to re-form this executed paper so as to use this call for extension purposes.

There is considerable force to this contention and there is strong authority to support it.

As stated by the Chancellor in Wood vs. Patterson, 4 Md. Chancery, 340;

"And it is now settled in this State that there are many cases in which parole evidence, at the instance of the complainant, may be received to rectify a contract in writing, and in which the contract so rectified will be specifically executed --------".

"It is not, however, in every case of a mistake, even of a material fact, that the Court will grant relief, for if the mistake is a result of the parties' carelessness or inattention, the Court will not interfere in his behalf, its policy being to administer relief to the vigilant and to put all parties upon the exercise of a reasonable degree of diligence."

Subsequent authorities confirm and emphasize the point that a written contract can only be re-formed where there is an absence of <u>negligence</u> in leaving out a material fact which the parties may have agreed upon and meant to put in, but did not do so.

53 C. J., 908.

There is no question here of a conveyancer failing to carry out the instructions given him, as in such cases as Popplein vs. Foley, 61 Md., 381. On the contrary, the attorney (Mr. Wilcox) prepared the contract exactly according to the information given him by the plaintiff. Both parties knew of the significance of the Allen tract as a potential boundary; they knew that the latter had been described by metes and bounds; that the land was in a section specially adaptable for development and sub-division purposes, where minute descriptions were customary; that definite dimensions had been put on the sketch handed to the attorney, and that a strictly limited area was being covered in the contract. Yet, knowing all this <u>before the contract was signed</u>, they went ahead and executed it just the same, without taking advantage of the opportunity to express the intention which they now allege. In such a situation the ---- plaintiff clearly lays himself open to the charge of negligence, which is not countenanced by a Court of Equity.

"If parties choose to express themselves in the language of the deed, they must be bound by it."

McElderry vs. Shipley, 2Md., 35;

Albert Vs. Gatch, 13 Md., 331.

While the Court attaches much weight to--- the above contention about negligence, it is the element of serious doubt as to the intention of the parties which leads the Court, inescapably,to the conclusion that it would not be justified in interfering with the clearly expressed agreement between the parties by writing in this contract an extended boundary which was so significantly omitted from it.

This point of doubt is not met by attributing the alleged mistake in the description entirely to the Disney plats, as set forth in the bill of complaint and as earnestly argued by plaintiff's counsel. Regardless of these plats, the testimony is undisputed that no mention at all was made of the Allen tract when Mr. Wilcox was asked by the plaintiff to draw the lease; and even after the discussion which Mr. Brockmeyer and his attorney had with Mr. Robinson just before the lease was signed, the finished draft still did not indicate any intention to adopt the Allen tract as a call.

It is to be borne in mind that the granting of plaintiff's petition for a re-formation of this contract would mean the addition of 4.6 acres to it, with a frontage of 191.8 feet on the boulevard. This is according to the plat and survey of Mr. Hall, Anne Arundel County surveyor, who actually ran the lines of the lease's description on the ground. These are set forth on the plat filed as Defendants' Exhibit B, and are accepted by the Court as being an accurate translation of the description embodied in the agreement.

When it is further borne in mind that Mr. Robinson was one who, according to Mr. Wilcox's testimony, supra, knew the dimensions of all of his ground, "including this piece" (R- page 19), and also that he owned large acreage adjacent to the parcel in question, it would be going entirely too far for a Court of Equity to hold that Mr. Robinson intended to part with 4.6 acres more than the plain language of his agreement called for. It is significant, too, that this parcel in dispute is contiguous to an even smaller parcel which Mr. Robinson had previously sold off (the Allen tract itself of 2.86 acres), so that it is additionally unreasonable to assume that a thoroughly posted man, such as Mr. Robinson is said to have been, would adopt this method of minute description of what he was leasing, and at the same time intend to give four more acres than this plainly worded description covered.

In view of the aforegoing opinion, the Court is bound to dismiss the bill of complaint, with costs, and it will be so decreed. However, specific performance of the contract of April 18, 1938, as executed by the parties, is in order and the Court will embody this action in its decree.

Cases of specific performance form the principal exception to the general rule requiring the filing of a cross-bill for obtaining affirmative relief.

Miller's Equity Procedure, Par. 191;

Story Eq. Pl., Sec. 394.

For the purpose of specific performance of a contract for the sale of land, a "reasonable certainty" in the description, as set forth in the plain language of the contract, is all that is required.

Loughran vs. Ramsburg, 174 Md., 181.

The description of the land in the pending case shows clear and definite dimensions, although the acreage, as subsequently determined by an actual survey, is greater than that stat-

ed in the contract. This still leaves the limited area involved in the case described with "reasonable certainty", with the plaintiff getting the benefit of the increase. Inasmuch as the application for specific performance of the contract is addressed to the sound discretion of the Court, the exercise of this discretion, in the Court's opinion, calls for the passage of the one decree, as above indicated. Miller's Equity Procedure, Par.s 656 and 677.

Ridgely P. Melvin

Judge.

Decree July 26, 1939 -- Filed July 26" 1939.

This cause standing ready for hearing, and being submitted on bill, answer and testimony, the counsel for the parties were heard and the proceedings read and considered.

It is thereupon, this 26th day of July, 1939, by the Circuit Court for Anne Arundel County, in Equity, Adjudged,Ordered and Decreed that the Bill of Complaint in this case be, and it is hereby, dismissed, with costs to the defendants.

And it is hereby futher Ordered, Adjudged and Decreed that the Plaintiff, Richard C. Brockmeyer, forthwith pay or bring into this Court to be paid unto the Defendants, the sum of Seven thousand dollars ($7,000.00), the same being the balance of the purchase money due for the land and premises, as mentioned in the contract of April 18, 1938, filed in these proceedings, between James S. Robinson, Jr. and Richard C. Brockmeyer, together with the adjustments of taxes and rents referred to in said contract, to the date of the exercise of the option to purchase on May 10, 1938, and as required thereby, and together with interest on said sum at six per cent from May 10, 1938, until so paid or brought in, and the Defendants' costs of suit to be taxed by the Clerk; and that, upon payment of the aforesaid sum of money with said adjustments, interest and costs as aforesaid, or bringing the same into this Court, the Defendants, by good and sufficient deed, to be executed and acknowledged agreeable/to law, shall convey unto the said Plaintiff and his heirs the land and premises in the aforesaid contract mentioned, as sold by James S. Robinson, Jr., to the said Plaintiff, and all the right, title, interest and estate of the said James S. Robinson, Jr., in and to the same.

And it is further Ordered, Adjudged and Decreed that the land which is to be granted and conveyed by the Defendants unto the Plaintiff, under the terms and provisions of said contract, shall be conveyed, by metes and bounds, courses and distances, as follows:

Beginning for the same at the corner formed by the intersection of the southernmost side of the County Road leading from Annapolis Boulevard to Robinson Station with the southwest side of the right of way of the new Governor Ritchie Highway running thence and binding on the southernmost side of said County Road the three following courses and distances respectively: south sixty-six degrees twenty-six minutes west four hundred seventy-four and forty-five one-hundredths feet south sixty-seven degrees twenty-eight minutes west five hundred seven and five tenths feet and south sixty-eight degrees nineteen minutes west two hundred sixty-eight feet to intersect the northeast side of the right of way of the Baltimore and Annapolis Electric Railroad thence running and binding on the northeast side of said right of way the two following courses and distances respectively: south twenty-nine degrees fifty minutes east four hundred eighty-five and thirty-five one-hundredths feet and south twenty-seven degrees forty-one minutes east two hundred sixty-four and sixty-five one-hundredths feet thence running for a new divisional line north sixty-four degrees twenty-seven minutes east nine hundred seventy-two and three tenths feet to intersect the westernmost side of Annapolis Boulevard thence running and binding along

the westernmost side of said Annapolis Boulevard north eight degrees thirty minutes east four hundred thirty feet to the corner formed by the intersection of the westernmost side of said Annapolis Boulevard with the southwest side of the new Governor Ritchie Highway and thence running and binding along the southwest side of said Governor Ritchie Highway north twenty-seven degrees forty-two minutes west three hundred thirty-one and three one-hundredths feet to the place of beginning; saving and excepting, however, from the land above described, such part thereof as has been conveyed by one James S. Robinson unto the State Roads Commission by deed dated on or about November 24, 1936, and recorded among the land records of Anne Arundel County in Liber F A M No. 157 folio 256 &c.

Containing 19.37 acres of land more or less.

Together with the right to lay and maintain a pipe or pipes of sufficient size to properly carry away any and all drainage from the lot above described, across said County Road and through and across the property of James S. Robinson, Jr., in a northerly or northwesterly direction toward a stream flowing near the property of said James S. Robinson, Jr.

And it is further Adjudged, Ordered and Decreed that, unless the Plaintiff shall pay or bring into this Court, to be paid to the Defendants, the aforesaid money with the adjustments, interest and costs as aforesaid, on or before the 27th day of August, 1939, the aforesaid land and premises, as described by metes and bounds, courses and distances, in this decree, and with the rights appurtenant thereto, shall be sold; that John R. Norris and William F. Podlich, 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 to the State of Maryland, executed by themselves and a surety or sureties to be approved by this Court, in the penalty of Seven thousand dollars ($7,000.00), conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County as they shall think proper, of the time place, manner and terms of sale, which terms shall be one-third cash, and the balance in cash upon final ratification of the sale, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest and to be secured to the satisfaction of the Trustees, and, as soon as may be convenient after 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 affidavit annexed of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his,her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Plaintiff 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.

Ridgely P. Melvin, Judge.

Order for Appeal -- Filed Aug. 22" 1939.

Mr. Clerk:

Please enter an appeal on behalf of Richard C. Brockmeyer from the decree passed on the 26th day of July, 1939, to the Court of Appeals of Maryland.

Richard C. Brockmeyer
Appellant

William F. Podlich
William J. McWilliams
Solicitors for Appellant.

State of Maryland, Baltimore City, to wit:

I hereby certify, that on this 22nd 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 Richard C. Brockmeyer and made oath in due form of law that this appeal is not made for the purpose of delay.

Witness my hand and Notarial Seal.

(Notarial Seal.) Agnes E. Griffin,
Notary Public.

Mandate -- Filed Feby. 12th., 1940

COURT OF APPEALS OF MARYLAND

Richard C. Brockmeyer, vs. Camsadel C. Norris and Helen E. Robinson, Executrices of the Last Will and Testament of James S. Robinson, Jr., deceased.	No. 63, October Term 1939. Appeal from the Circuit Court for Anne Arundel County. Filed: September 28, 1939. January 11, 1940, Decree affirmed, with costs to the appellees. Opinion filed. Op. -Mitchell, J. January 25, 1940, Decree filed.

Appellant's Cost in the Court of Appeals of Maryland,

Record	$185.50	
Brief	54.50	
Appearance Fee	10.00	
Clerk's Costs	2.45	$352.45

Appellee's Cost in the Court of Appeals of Maryland,

Brief	$ 49.50		
Appearance Fee	10.00		
Clerk's Costs	.75	60.25	$412.70

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 tenth day of February, A. D. 1940

(Court Seal) James A. Young Clerk
of the Court of Appeals of
Maryland.

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 23rd day of January, 1940, by the Court of Appeals of Maryland

and by the authority thereof, adjudged, ordered and decreed that the decree dated July 26th, 1939, of the Circuit Court for Anne Arundel County, be and the same is hereby affirmed, with costs to the appellees.

Carroll T. Bond

Filed: January 25, 1940 Chief Judge For the Court.

Petition and Order of Court: Filed March 9th., 1940.

To The Honorable, The Judges of Said Court:

The Petition of Camsadel C. Norris and Helen E. Robinson, Executrices of James S. Robinson, Jr., deceased, the Defendants in this cause, respectfully shows as follows:

(1). That by decree of this Honorable Court filed July 26, 1939 it was ordered and decreed that the Plaintiff pay into this Court the sum of Seven Thousand Dollars ($7000.00) with adjustments, and the said decree provided that unless said sum of money was paid on or before August 27, 1939 the lands and premises as described by metes and bounds in the decree were to be sold. That the Plaintiff appealed from said decree and that on January 23, 1940 affirmed said decree dated July 26, 1939 and the mandate of the Court of Appeals the Court of Appeals/was filed in this case on February 12, 1940.

(2). That the Plaintiff has filed no bond to stay the decree referred to, and that the Plaintiff has failed to make the required payment and that the Plaintiff departed this life in the month of January, 1940.

Now therefore, your Petitioners pray that this Honorable Court order and decree that said sale be made as provided in the decree of July 26, 1939.

And as in duty bound, etc.

John R. Norris

J. Oliver Clark

Solicitors for Defendants, Camsadel C. Norris and Helen E. Robinson, Executrices.

ORDER OF COURT:

Upon the aforegoing Petition it is this 9th day of March, 1940, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed that the sale of the property as described in the decree of July 26th, 1939 be sold as provided in said decree.

Ridglely P. Melvin, Judge.

Trustee's Bond Approved & filed this 17th day of April, 1940.

John H. Hopkins, 3rd., Clerk.

Know All Men By These Presents:

That we, John R. Norris, Fidelity Building, Baltimore, Maryland 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 Seven Thousand and 00/100 ($7,000.00) 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 16th day of April in the year of our Lord one thous-

and nine hundred and forty

Whereas, the above bounden John R. Norris by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property mentioned in the proceedings in the case of Richard C. Brockmeyer vs. Camsadel C. Norris, et al now pending in said Court:

Now, The Condition Of The Above Obligation Is Such, That, if the above bounden John R. Norris 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 — John R. Norris (Seal)

in the presence of: (Corporate Seal) — American Bonding Company of Baltimore

Margaret Drinane — By H. L. Jenness,

As to Surety: — Attorney-in-Fact.

I. Grant

Bond of William F. Podlich, Co-Trustee -- Filed & Approved this 18th day of April,1940

John H. Hopkins, 3rd.,Clerk.

Know all Men by these Presents:

That we, William F. Podlich, of Baltimore, Maryland as principal, and the United States Fidelity and Guaranty Company, a body corporate, duly incorporated under the Laws of the State of Maryland, and duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven Thousand and 00/100---($7000.00) Dollars, to be paid to the said State or its certain attorneys, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our respective Heirs, Executors, Administrators, Successors and 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 one thousand nine hundred and forty

Whereas, the above bounden William F. Podlich by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County in Equity dated the 26th day of July, 1939. has been appointed Co-Trustee to Sell Real Estate mentioned in the proceedings in the case of Richard C. Brockmeyer versus Camsadel C. Norris and Helen E. Robinson, Executrices of James S. Robinson, deceased now pending in said Court.

Now, the Condition of the above Obligation is such, That if the above bounden William F. Podlich 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 — William F. Podlich (Seal)

in the presence of (Corporate Seal) — United States Fidelity and Guaranty Company

John R. Bland — By Charles E. Shelds,

A. Dawson, Witness to Surety — Attorney-in-fact.

Report of Sale --Filed April 23rd., 1940.

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

The Report of Sale of John R. Norris and William F. Podlich, Trustees appointed by the

Decree in the above-entitled cause, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust as prescribed by said Decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published at Annapolis, in Anne Arundel County, of circulation generally throughout that county, for three successive weeks preceding the day of sale, and in the Baltimore Sun on April 14th and April 19th,1940, said Trustee did pursuant to said notice on April 19th, 1940, at 3 o'clock P. M. attend on the premises and then and there sold the said fee simple property comprising 19.37 acres, and the improvements located there/upon a description whereof is contained in a copy of the advertisement as inserted in the Maryland Gazette hereto annexed, and sold the same to Camsadel C. Norris and Helen E. Robinson, Executrices of James S. Robinson, Jr., deceased, at public auction, they being the highest bidder therefor for the sum of $5,000.00

John R. Norris
William F. Podlich
Trustees

State of Maryland, City of Baltimore, to wit:

I Hereby Certify that on this 19th day of April, 1940,before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John R. Norris and William F. Podlich, Trustees, 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.

(Notarial Seal) Margaret Drinane
Notary Public.

John R. Norris, Solicitor, 1513 Fidelity Building, Baltimore, Md.
J. Oliver Clark, Solicitor, 24 Church Circle, Annapolis, Maryland.
William F. Podlich, Solicitor, 803 Munsey Building, Baltimore, Md.
William J. McWilliams, Solicitor, Maryland Hotel Building, Annapolis, Md.

Trustees' Sale of valuable Fee Simple Property (On the Premises)

Located at the Westernmost intersection of Governor Ritchie Highway and the Old Annapolis Boulevard near Robinson Station, Anne Arundel County, Md., Containing 19.37 Acres of Land, More or Less, and improved by a Large One-Story Frame Restaurant Building.

By virtue of a Decree of the Circuit Court for Anne Arundel County, in Equity (No. 7724) the undersigned Trustees will sell at public auction on the premises on Friday, April 19,1940 at 3:00 o'clock, P. M.,

All that tract of ground and improvements thereon situated in Anne Arundel County, and described as follows:

Beginning for the same at the corner formed by the intersection of the southernmost side of the County Road leading from Annapolis Boulevard to Robinson Station with the southwest side of the right of way of the new Governor Ritchie Highway running thence and binding on the southernmost side of said County Road the three following courses and distances respectively; south sixty-six degrees twenty six minutes west four hundred seventy-four and forty-five one-hundredths feet south sixty-seven degrees twenty-eight minutes west five hundred seven and five-tenths feet and south sixty-eight degrees nineteen minutes west two hundred

sixty-eight feet to intersect the northeast side of the right of way of the Baltimore and Annapolis Electric Railroad thence running and binding on the northeast side of said right of way the two following courses and distances respectively; south twenty-nine degrees fifty minutes east four hundred eighty-five and thirty-five one-hundredths feet and south twenty-seven degrees forty-one minutes east two hundred sixty-four and sixty-five one-hundredths feet, thence running for a new divisional line north sixty-four degrees twenty-seven minutes east nine hundred seventy-two and three-tenths feet to intersect the westernmost side of Annapolis Boulevard thence running and binding along the westernmost side of said Annapolis Boulevard north eight degrees thirty minutes east four hundred thirty feet to the corner formed by the intersection of the westernmost side of said Annapolis Boulevard with the southwest side of the new Governor Ritchie Highway and thence running and binding along the southwest side of said Governor Ritchie Highway north twenty-seven degrees forty-two minutes west three hundred thirty-one and three one-hundredths feet to the place of beginning; saving and excepting, however, from the land above described, such part thereof as has been conveyed by one James S. Robinson unto the State Roads Commission by deed dated on or about November 24, 1936, and recorded among the land records of Anne Arundel County in Liber F. A. M. No. 157 folio 256 &c.

Containing 19.37 acres of land, more or less.

Together with the right to lay and maintain a pipe or pipes of sufficient size to properly carry away any and all drainage from the lot above described, across said County Road and through and across the property of James S. Robinson, Jr., in a northerly or northwesterly direction toward a stream flowing near the property of said James S. Robinson, Jr.

The above described property is improved by a large one-story frame restaurant building and the land to be sold is well located and desirable for the establishment of a gasoline filling station, restaurant or other business, residential improvements, etc.

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

All expenses to be adjusted to day of sale.

A deposit of $300.00 will be required of the purchaser at the time and place of sale; balance of purchase money to bear interest from day of sale.

T. C. W. Hobbs Co., Inc.,
Auctioneers.

John R. Norris,
William F. Podlich,
Trustees.

ORDER NISI.

Ordered by the Circuit Court for Anne Arundel County, in Equity, this 23rd. day of April, 1940, that the sale of the fee simple property and improvements described in this proceeding unto Camsadel C. Norris and Helen E. Robinson, Executrices of James S. Robinson, Jr., deceased, be ratified and confirmed unless cause to the contrary be shown on or before the 24th day of May, 1940; 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 May, 1940.

The Report states the amount of sale to be $5,000.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., May 22, 1940

We hereby certify, that the annexed Order Nisi - Richard C. Brockmeyer Equity #7724 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 May, 1940. The first insertion being made the 25th day of April, 1940.

The Capital-Gazette Press, Inc.

By Lillie L. French.

Ordered this 29th day of May, 1940, by the Circuit Court for Anne Arundel County, in Equity, that the sale of the fee simple property and improvements referred to in said proceedings, made and reported by John R. Norris and William F. Podlich, Trustees herein, 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 this cause.

Ridgely P. Melvin, Judge.

Statement of Claim. -- Filed June 6th., 1940.

Principal due under Contract	$7,000.00	
Taxes for period 5/10/38 to 4/19/40 (Ass. $653.00)	29.63	
Additional Interest of 1% on $7,000.00 from 5/10/38 to 10/18/39	100.75	
Interest at 6% on $7,000.00, from 10/18/39 to 4/19/40	211.17	
Printing of Brief for Court of Appeals	49.50	$7,391.05

Camsadel C. Norris

Helen E. Robinson

Executrices of the last will and testament of

James S. Robinson, Jr., deceased.

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify that on this 4th day of June, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Camsadel C. Norris and Helen E. Robinson, Contract Vendors in the above-entitled cause and made oath that the foregoing is a true and just statement of the amount of the contract claim under the contract filed in said cause which amount is now remaining due and unpaid.

Witness my hand and notarial seal.

(Notarial Seal) Margaret Drinane

Notary Public.

Auditor's Report and Account --Filed July 2" 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 C. Brockmeyer Vs. Camsadel C. Norris, and Helen E. Robinson, Executrices of James S. Robinson, Jr., deceased. in ac. with John R. Norris and William F. Podlich, Trustees.

To Trustees for Commissions	$180.00	
To Trustees for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court - costs	56.55	
Auditor	9.00	$ 85.55
To Trustee for Expenses, viz:		
Capital-Gazette Press - advertising sale	50.25	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
The Sun - advertising sale	12.10	
U. S. Fidelity & Guaranty Co. - bond premium	28.00	
American Bonding Co. - bond premium	28.00	
T. C. W. Hobbs Co., Inc.,- auctioneer	20.00	
Juliet D. Strahorn - stenographer	14.00	
One-half Federal revenue stamps	2.50	
One-half State revenue stamps	2.50	
Margaret Drinane - notary fee	.50	167.85
To Camsadel C. Norris and Helen E. Robinson, Executrices of James S. Robinson, Jr., deceased, vendor - this balance on account of contract claim		4,619.30
		$5,052.70

Amount of contract claim filed	$7,391.05
Cr. Amount allowed as above	4,619.30
Balance due by vendee, Richard C. Brockmeyer	$2,771.75

Cr.Apr. 19, 1940	Proceeds of Sale	$5,000.00
	Interest on deferred payment	40.83
		$5,040.83
	Refund 1940 taxes (8mos. 11 days)	11.87
		$5,052.70

ORDER NISI

Ordered, This 2nd., day of July, 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 3rd., day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd.,day of August next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Aug. 8, 1940

We hereby certify, that the annexed Order Nisi - Aud. Acct. - Eq. 7724--Brockmeyer vs. Norris & Robinson was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd., day of August, 1940. The first insertion being made the 4th day of July, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 9th day of Sept., 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,

Judge.

Ethel Scheckells Complainant : No. 7786 Equity.

VS : In The Circuit Court for

Elizabeth Collison and Mary Crow (or Crowe) : Anne Arundel County.

Executrices of George A. Collison, deceased, :

and Elizabeth Collison, Sarah Collison, Mary :

Crow (or Crowe) and Thomas Collison, Devisees. :

Respondents.

Ex

Bill of Complaint Creditor's Suit --Filed March 30th., 1939

To The Honorable, The Judges of said Court:

Your Oratrix, who sues as well as for herself as for all other creditors or George A. Collison, deceased, who will come in and contribute to the expense of this suit complaining, says:-

(1) That the said George A. Collison was, in his lifetime, indebted unto your oratrix Ethel Scheckells, in the full and just sum of $1,310.00 for services rendered him by your oratrix during his lifetime and that after his death and before final settlement of the Estate of George A. Collison in the Orphans' Court of Anne Arundel County, Maryland; your oratrix made known her claim against said estate to the Executrices, Elizabeth Collison and Mary Crow (or Crowe), but they refused to pay her claim whereupon she brought suit on November 26th, 1937 against said Executrices of the Estate of George A. Collison, deceased, in the Circuit Court for Anne Arundel County, At Law, and on the 8th day of June 1938, judgment was awarded in favor of your oratrix for the sum of $910.00 with interest and costs of suit, and that no part of said judgment has been paid, all of which will more fully appear by reference to an exemplified copy of the record in said case filed herewith and designated as "Complainant's Exhibit No. 1."

(2) That the said George A. Collison, deceased, being in his lifetime so indebted to your oratrix and other creditors and being seized and possessed of real and personal proper-

ty, on or about the 21st day of November, 1936, departed this life "testate" leaving all his real and personal property after the payment of debts equally unto his three sisters and one brother.

(3) That the following are the sisters and brother of George A. Collison, who are to take under his Last Will and Testament.

(A) Elizabeth Collison
Linthicum Heights, Md.

(B) Sarah Collison
Linthicum Heights, Md.

(C) Mary Crow (or Crowe)
1124 Montepelier Street
Baltimore, Maryland

(D) Thomas Collison
Linthicum Heights, Md.

(4) That "Letters" have been granted to the Executrices, Elizabeth Collison and Mary Crow (or Crowe) for the administration of the Estate of George A. Collison and that the estate as stated in the inventory consists of personal property appraised by the Orphans' Court Appraisers at $22.50 and the real estate and improvements is appraised at $5,810.00 and your oratrix is informed and believes and therefore charges that the personal property is not sufficient to discharge in full all the just debts due and owing by the said George A. Collison, deceased, and that any deficiency in said personal estate ought to be supplied by a sale of the real estate or so much thereof as may be necessary for the purpose of discharging the aforesaid debt and any other debts properly chargeable against said estate.

(5) That the real estate owned by the said George A. Collison, deceased, as shown by the Land Records consists of the following parcels of land.

(A) Lots Nos. 14,15,16,17, of Homeland Park, recorded among the Land Records of Anne Arundel County in Liber F. S. R. 69 folio 141. Plat is recorded in Plat Book G. W. No. 1 folio 78.

(B) Lot No. 14 of Homeland Park (White Farm), Anne Arundel County, is recorded among the Land Records in Liber F. S. R. 79 folio 147. Plat is recorded in Plat Book G. W. No. 1 folio 101.

(C) Lots Nos. 16 and 17 Homeland Park (White Farm), Anne Arundel County, is recorded in Liber 34 W. N. W. folio 9, plat of said lots in recorded in Liber G. W. No. 1, folio 101.

(D) Lot 10, Homeland Park (10.7 acres more or less), Homeland Park, deed recorded in G. W. 96 folio 374, plat of which is recorded in Plat Book G. W. 1, folio 78.

(6) That your oratrix is informed that the real estate heretofore mentioned and described is subject to a mortgage to the Oriole Savings and Loan Association of Baltimore City and that there is now due and owing under said mortgage the sum of approximately $1,300.00.

To the end therefore,

(1) That the real estate of the said George A. Collison, deceased, or so much thereof as may be necessary for the purpose, may be sold for the payment of so much of the aforesaid debts as remain unsatisfied by the application of the personal estate as aforesaid.

(2) That your oratrix be permitted to sell the aforementioned land subject to the mortgage and lien of the Oriole Savings and Loan Association of Baltimore City.

(3) That your oratrix may have such other and further relief as her case may require.

May it please Your Honor to grant your oratrix the writ of subpoena directed to the said Elizabeth Collison, Sarah Collison and Thomas Collison, all residing in Linthicum Heights Anne Arundel County, Maryland; and Mary Crow (or Crowe) residing at 1124 Montepelier Street, Baltimore, Maryland, as Devisees; and Elizabeth Collison of Linthicum Heights, Maryland and Mary Crow (or Crowe) of 1124 Montepelier Street, Baltimore Maryland, as Executrices of George

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

And as in duty bound, etc.

William O. Tydings
Solicitor for Complainant
John Demyan, Jr.
Solicitor for Complainant.

Ethel Sheckells
Complainant.

Exhibit No. 1 -- Filed March 30th., 1939.

No. 80 Trials

In The Circuit Court for
Anne Arundel County.
April Term 1938

Demyan,Jr.
W. O. Tydings Ethel Sheckells

vs.

Elisabeth Collison
Mary Crow or Crowe
Executrices of George A. Collison,
Cullen Deceased.

Nov. 26. 1937

Narr fd. summon issd. and copies of Narr delivered to Sheriff to be served

Non sunt

1937 Dec. 9, Pleas fd, 1938 June 3 Issues Joined, Submitted to and elects to be tried before a Jury, Jury sworn at the close of Plaintiffs testimony. Defendant offered two (2) prayers- Defendant's two prayers A & B refused - at the close of testimony for both sides Plaintiff offered one prayer Granted Defendant offered three prayers 1-2-3 and reoffered A & B prayers Court refused Defendant 1-2-3 & A B prayers.

Verdict of Jury 1938 June 6 Case Continued

Robert C. Ward excused for better service by Agreement of Counsel-

Argument concluded 6 June 1938

Verdict of Jury Finding for the Plaintiff and Assess. damages at nine hundred and ten dollars ($910.00) Judgment Nisi

1938 June 8 Judgment extended on finding in favor of the Plaintiff for the sum of Nine hundred and ten dollars

1938 June 30 Order for Appeal fd.

1938 Sept. 21 Testimony before the Court and Jury on behalf of the Plaintiffs and Defendants. fd.

		Plaintiff's Cost	$8.25
	Cost of Record $15.00	Defendant's Cost	5.20

State of Maryland, Anne Arundel County, Sct:

I hereby certify, That the above copy of Judgment is taken from the Record of Proceedings of the Circuit Court for Anne Arundel County.

And I further Certify, That it does not appear from any entry therein, that the same has been paid or in any manner satisfied.

In Testimony Whereof, I have hereunto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 6th day of March, 1939.

(Court Seal)

John H. Hopkins,3rd.
Clerk of the Circuit Court for Anne Arundel County.

Answer -- Filed April 18th., 1939.

To The Honorable, The Judges of Said Court:

The Answer of Elizabeth Collison and Mary Crowe, Executrices of George A. Collison, deceased, and Elizabeth Collison, Sarah Collison, Mary Crowe and Thomas Collison to the Bill of Complaint exhibited against them in the above entitled cause respectfully represents:

First: That they admit the matters and facts set forth in paragraph 1 of said Bill of Complaint, excepting that they deny that the said George A. Collison was ever in his lifetime indebted unto Ethel Scheckells in the full and just sum of Thirteen hundred Ten (1310) Dollars as set forth therein.

Second: That they admit the matters and facts set forth in paragraph 2 of said Bill of Complaint.

Third: That they admit the matters and facts set forth in paragraph 3 of said Bill of Complaint.

Fourth: That they deny the matters and facts set forth in paragraph 4 of said Bill of Complaint, and demand strict proof thereof, excepting the fact that the inventory in said estate as now filed shows personal property to the value of Twenty-two and 50/100 ($22.50) Dollars, and real estate and improvements valued at Fifty-eight hundred Ten (5810) Dollars, which they admit.

Fifth: That they neither admit nor deny the allegations in paragraph 5 of said Bill of Complaint, and demand strict proof thereof.

Sixth: That they neither admit nor deny the matters and facts set forth in paragraph 6 of said Bill of Complaint, and demand strict proof thereof.

Seventh: And they further allege that certain additional personal property has come into their hands, as Administratrices of the Estate of George A. Collison, deceased, which said additional sums to be accounted for in the Administration Account to be filed, may be sufficient to pay all debts of the estate.

And having fully answered said Bill of Complaint pray that they be hence dismissed with costs.

James K. Cullen

Petition and Order to take Testimony. --Filed 5" May, 1939.

To The Honorable, The Judges of Said Court:

The petition of Ethel Scheckells, Complainant in this case, respectfully represents that an Answer has been filed to the Bill of Complaint and that the case is now at issue, and that she desires to take testimony in this case and prays leave be granted to do so before one of the standing Examiners of this Court.

And as in duty bound, etc.

John Demyan, Jr.

Solicitor for Complainant

Upon the aforegoing Petition, it is this 8th day of May, 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, Judge.

Testimony on behalf of the Plaintiff and Defendants, June 20th., 1939 Filed June 27" 1939

Testimony on Behalf of Plaintiffs. June 20th.,1939.

Present:- Mr. William O. Tydings,
Mr. John Demyan, Jr. Solicitors for the Plaintiff.

Mr. James K. Cullen, Solicitor for the Defendant.

Mr. John S. Strahorn, Examiner,

Juliet D. Strahorn, Court Stenographer.

-----Agreement of Counsel to waive signatures.

Present as Witnesses.

Morris Albert, ---------- 2 to 3

James K. Cullen,---------- 4 to 5

Ethel K. Sheckells,------- 5 to 6

It is stipulated by and between the parties hereto and agreed, that on the 8th day of June, 1938, a Judgment was rendered in this Court in favor of Ethel Sheckells against Elizabeth Collison and Mary Crow, Executrices of George A. Collison, deceased, according to Exhibit No. 1 filed with the Bill of Complaint. That said Judgment has not been paid.

Now filed as Examiner's Exhibit X.

Morris Albert, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name and profession?

A. Morris Albert, I am an attorney.

2. What experience have you had in examining titles?

A. I have examined titles for fifteen years exclusively.

-------Qualifications admitted.

3. Did you have occasion to examine the title of property in the 5th District of Anne Arundel County, Maryland, of which Mr. George A. Collison died seized and possessed of on November 21st, 1936?

A. I did, it consists of the following:-

(1) Lot 10 on the Plat of Homeland Park recorded in Plat Book G. W. No. 1, folio 78, this property was acquired by deed from A. Graham Boggs, Jr. to George A. Collison and Patience M. Collison, his wife, by deed dated April 16th, 1913, recorded among said Land Records in Liber G. W. No. 96 folio 374. Exhibit A. offered and filed with testimony, ----------

(2) Lot 16 and 17 of White's sub-division of Homeland Park, Plat recorded in Plat Book No. 1 folio 101 in the 5th District of Anne Arundel County. These lots were acquired by deed from Joseph E. White to George A. Collison dated October 16th, 1920, recorded as aforesaid in W. N. W. 34, folio 9. Exhibit B offered and filed with testimony.

(3) Lot No. 14, Plat of Homeland Park, White's sub-division, Plat Book G. W. No. 1, Folio 101. This property was acquired by deed from Minnie Morseberger to George A. Collison and Patience M. Collison his wife, dated May 16th, 1930 recorded among Land Records of Anne Arundel County in F. S. R. No. 79, folio 147. Filed as Exhibit C with testimony.

(4) Lots 14-15-16-17 on Plat of Homeland Park recorded in said Land Records in Plat Book G. W. No. 1, Folio 78. These lots were acquired by deed from The Oriole Savings and Loan Association to George A. Collison and Patience M. Collison, his wife, dated December 1st, 1930, and recorded among the Land Records of said county in Liber F. S. R. No. 69, folio 141. Filed as Exhibit D with testimony.

Patience M. Collison pre-deceased her husband, George A. Collison, thereby vesting title to the same in said George A. Collison.

Mortgages. Lots 10-14-15-16-17 on the Plat of Homeland Park recorded G. W. No. 1, folio 78 Plat Book, are encumbered by a mortgage from George A. Collison and wife to The Oriole Savings and Loan Association dated December 1st, 1930 and recorded in said Land Records in F. S. R. No. 69, folio 151, which said mortgage was made to secure the sum of $2000.

-----It is agreed that there is approximately $2,000 with some accumulated interest owing on the mortgage above recited to The Oriole Savings and Loan Association.

----- Plaintiff's Solicitor here files Certified copies of the Will of George A. Collison, and probate thereof, and appraisal of the real estate of his estate, marked Exhibit E.

No Cross Examination.

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

A. No.

Signatures waived by agreement of counsel.

James K. Cullen, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name and residence?

A. James K. Cullen, Catonsville, Md. I am the Attorney for the estate of George A. Collison. George A. Collison died November 21st 1936 leaving a last will and testament, certified copy of which is filed in these proceedings, duly admitted to probate in the Orphans Court of Anne Arundel County, and Elizabeth Collison and Mary Crow were appointed Executrices and the estate is in the course of administration. On December 7th, 1936 Notice to Creditors was published and Inventory filed of both real and personal property, the bulk of the estate consisting of fee simple real estate as herein recited. The small amount of personal property left by the deceased has made it impossible to pay the debts of the estate, particularly in view of the judgment of Ethel Sheckells, with the exception of the Ethel Sheckells' judgment there is sufficient personalty with which to wind up the estate. We have made every effort to sell some of this real estate but have as yet been unsuccessful. There are at the present time negotiations through an attorney in Baltimore by the name of Helen Sherry whereby her client a Mr. Cox would like to buy Lots 15-16-17 on Plat of Homeland Park, recorded Plat Book G. W. No. 1, folio 78. The proposed price is $2300. This property is of course subject to the mortgage to The Oriole Savings and Loan Association hereinbefore referred to. There has been no progress in the sale of any of the other property.

The appraised value of this real estate is according to the Inventory filed herewith a total of Real Estate, $5810 and total of personalty is $22.50, as follows:-

Lot No. 10 Homeland Park with improvements, ----------$3635.00

Lots 14-14-16-17 Homeland Park, with improvements ---------- 1875.00

Lots 14-16 and 17 White's sub-division,---------- 300.00

It is of course my desire, representing the estate, and the desire of the Executrices to not sacrifice any more of this real estate than is absolutely necessary to pay the debts, including the mortgage, and to close the estate. We have been negotiating for a sale constantly since the estate was administered.

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

A. No.

Signature waived.

---- It is stipulated that Ethel Sheckells and Ethel Scheckells are one and the same person.

Ethel K. Sheckells, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name and residence?

A. My correct name is Ethel Sheckells, it has been mis-spelled Scheckells

2. What is your address? A. North Linthicum, Md.

3. What was your relation to the deceased, George A. Collison?

A. Step-granddaughter. I am the Plaintiff in this case.

4. Who was the wife of George A. Collison?

A. My grandmother, Patience M. Collison.

5. Do you know when she died?

A. October 4th, 1932 or 1933, two or three years before George A. Collison died.

6. When did he die? A. November 21st, 1936.

7. Can you tell us who were his direct heirs or direct descendants?

A. Yes, he had three sisters and one brother, Elizabeth Collison, Sarah Collison, Mary Crow and Thomas Collison, All over 21 years of age.

8. Did he leave any heirs of deceased brothers or sisters?

A. There was Edward Collison and Margaret Collison, they are deceased, they had no children. He had no descendants of deceased brothers or sisters.

9. Far as you know these four are his only heirs surviving? A. Yes.

10. You secured a judgment in the Court of Law in the Circuit Court for Anne Arundel County filed herein as Exhibit A, in 1938?

A. June 5th, 1938.

11. You have not received any money on account of that judgment? A. No.

12. You know he left a will?

A. Yes, it is filed herein, he left all his property to his three sisters and one brother, giving their names in there, and they are the same I have named as the only heirs at law.

No Cross Examination.

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

A. No, only I think I have waited long enough for my money.

Signature waived by agreement of counsel.

There being no other witness to be called on behalf of either the Plaintiff or Defendant, and no further testimony desired at this time, this testimony is now closed and returned to the Court at request of attorneys for Plaintiff and Defendant.

Witness my hand and seal this 27th day of June 1939

Jno. S. Strahorn, (Seal)
Examiner.

Exh. A. Filed with Testimony.

This Deed, made this 16th day of April, in the year nineteen hundred and thirteen, by A. Graham Boggs, Jr. single, of Baltimore City and the State of Maryland,

Witnesseth, that in consideration of Five Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, the said A. Graham Boggs, Jr., doth grant and convey unto George A. Collison, and Patience M. Collison, his wife, their heirs

and assigns, in fee simple, all that lot of ground situate in Anne Arundel County that is described as follows, that is to say:

Being all that lot of ground containing ten and seven tenths acres of land more or less, bounded on the North by Main Street, on the East by Downs Avenue and on the South and West by Warren Avenue and White Avenue, and is designated as Lot No. 10, on a plat of Homeland Park, now of record in the office of the Clerk of the Circuit Court for Anne Arundel County in Liber G. W. No. 1, page 78, of the Plat Records of Anne Arundel County, with a right to use in common with others, all of the streets and avenues as laid down on said plat of Homeland Park.

Being a part of the same tract of land that is described in a deed from Bruner R. Anderson, Trustee, to the said A. Graham Boggs, Jr., bearing even date herewith, and intended to be recorded among the Land Records of Anne Arundel County prior hereto.

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

To Have and To Hold the land and premises; above described and mentioned; and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said George A. Collison, and Patience M. Collison, his wife, their heirs and assigns in fee simple.

And the said A. Graham Boggs, Jr., hereby covenants that he will warrant specially the property hereby granted and conveyed; and that he will execute such further assurances of said land as may be requisite.

Witness the hand and seal of the said grantor.

Test: Thomas G. Hull. A. Graham Boggs, Jr. (Seal)

State of Maryland, Baltimore City, To Wit:

I hereby certify, that on this 16th day of April, 1913, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared A. Graham Boggs, Jr., and acknowledged the aforegoing Deed to be his act.

Witness my hand and Notarial Seal.

(Notarial Seal) Thomas G. Hull

Notary Public.

Exb."B" with Testimony. (Revenue stamp . 50)

This Deed made this 16th day of October, 1920, by and between Joseph E. White, widower, of Prince George's County, State of Maryland, Party of the First Part, and George A. Collison, of Anne Arundel County, State of Maryland, Party of the Second Part.

Witnesseth that in consideration of Five dollars and other good and valuable considerations, receipt of which is hereby acknowledged, said Party of the First Part does hereby grant and convey unto the Party of the Second Part, his heirs and assigns in fee simple forever, all those two parcels of land situated in Anne Arundel County, known and distinguished as lots Nos. 16 and 17 of Homeland Park, White Farm Sub-division, as per plat duly recorded among the Land Records aforesaid, in Liber G. W. No. 1, folio 101, etc.,being a portion of the same property which was conveyed to the Party of the First Part by Summerfield P. Hamilton and wife by deed dated the 7th of April, 1890, and recorded among the Land Records aforesaid, in Liber S. H. No. 37, folio 24, etc.

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

To Have And To Hold the above granted property unto the Party of the Second Part, his heirs and assigns forever in fee simple; subject to the following covenants which are to run with the land.

(a) That no building shall be placed thereon nearer than twenty-five feet from the road line.

(b) That no residence shall be erected thereon to cost less than one thousand dollars.

(c) That at no time shall any part of the said land be used or occupied for the manufacture, brewing, distilling or sale of spirituous or malt liquors, nor shall the said lots, or any part thereof, or any building be erected thereon at any time hereafter, to be used as a tavern, drinking saloon, bone boiling establishment, tannery, slaughter house, glue, soap, candle, starch, or gunpowder manufactory, or for other offensive or dangerous purposes, nor for the use of burial or cemetery purposes.

(d) The premises shall never be leased, sold, devised or conveyed to a negro, nor be occupied or resided on by persons of negro descent, except in a menial capacity, or as caretaker.

(e) That no barn or stable shall be erected nearer to the road on which the lots front than two hundred feet, or hog pens nearer to the road than three hundred feet.

(f) The right is hereby reserved to the said Party of the First Part to lay across said lots pipes for water and sewerage purposes, and also the right to enter upon said lots to tap said pipes for use and repair when necessary.

(g) That no solid board fence shall be erected between lots nearer than fifty feet from the front of the street.

And the said Party of the First Part does hereby covenant that he will warrant specially the property hereby conveyed, and that he will execute such further assurances of said land as may be requisite.

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

Test: Joseph E. White (Seal)

M. Isabelle Lefferts

State of Maryland: To Wit:

I Hereby Certify that on this 16th day of October/1920, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Joseph E. White, widower, and did acknowledge the foregoing deed to be his act.

As Witness my hand and Notarial Seal.

(Notarial Seal) M. Isabelle Lefferts,
Notary Public.

Deed Exhibit C with testimony.

This Deed, Made this 6th day of May in the year one thousand nine hundred and thirty, by and between Minnie Morsberger of the city of Baltimore, in the State of Maryland, of the first part, and George A. Collison and Patience M. Collison, his wife of Anne Arundel county, State of Maryland, parties of the second part.

Witnesseth, that in consideration of the sum of Five Dollars, and other valuable considerations this day paid, the receipt whereof is hereby acknowledged, the said party of the first part do grant and convey unto the said parties of the second part their heirs and as-

signs, in fee-simple, all that lot of ground, situate, lying and being in Anne Arundel County, State of Maryland, aforesaid, and described as follows, that is to say:-

Being known and distinguished as lot No. 14 of Homeland Park, White Farm Sub-division, As per plat duly recorded among the Land records of Anne Arundel County in Liber G. W. No. 1 folio 101, etc,

Being the same property which by deed dated January 13, 1919, recorded among the land records of Anne Arundel County in Liber W. N. W. No. 9 Folio 340 etc., was granted and conveyed by Van M. Craig and wife, et al. to said Louis Morsberger and wife in fee simple.

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 advantages thereto belonging or appertaining unto and to the proper use and benefit of the said George A. Collison and Patience M. Collison, his wife their heirs and assigns, in fee-simple.

And the said party of the first part hereby covenant that she has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that she will warrant specially the property granted; and that she will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantor.

Test:

Joel L.Hayes
E. L. Morsberger
Ethel Eitze
Paul L. Morsberger
Helen M. Deliz
Marguerite Smith
F. Moore
Dorothy Morsberger

Minnie Morsberger (Seal)

State of Maryland, County of Baltimore, to wit:

I Hereby Certify, That on this 6th day of May in the year one thousand nine hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Minnie Morsberger aforesaid, personally appeared the above named grantor, and she acknowledged the foregoing Deed to be her act.

As Witness my hand and Notarial seal.

(Notarial Seal) Joel L. Hayes

Notary Public.

Deed Exhibit D. with testimony.

This Deed, Made this 1st. day of December, in the year one thousand nine hundred and thirty, by and between Oriole Savings and Loan Association of Baltimore City, a body corporate of the State of Maryland, of the first part, and George A. Collison and Patience M. Collison, his wife, of Anne Arundel County, 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 of which is hereby acknowledged the said Oriole Savings and Loan Association of Baltimore City does grant and convey unto the said George A. Collison and Patience M. Collison, his wife, as tenants by the entireties, their heirs and assigns, in fee-

simple, in fee-simple, all those lots of ground, situate, lying and being in Anne Arundel County, aforesaid, and described as follows, that is to say:-

Being lots known as Lots Nos. 14, 15, 16 and 17 as shown on the Plat of Homeland Park which plat is recorded among the Plat Records of Anne Arundel County in Liber G. W. No. 1, page 78.

Being the same property granted unto the said grantor by deed from J. A. Dushane Penniman, Assignee which deed was recorded among the Land Records of Anne Arundel County on November 8, 1930.

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

To Have and To Hold the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said George A. Collison and Patience M. Collison, his wife, as tenants by the entireties, their heirs and assigns, in fee-simple.

And the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property granted; and that it will execute such further assurances of the same as may be requisite.

Witness the signature of Oriole Savings and Loan Association of Baltimore City by its President, duly authorized with the seal of the corporation hereto affixed, duly attested.

Test: (Corporate Seal) Oriole Savings and Loan Association

Sadye B. Jacobs of Baltimore City.

By Henry Alt, President.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 1st day of December, in the year one thousand nine hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Henry Alt, President of Oriole Savings and Loan Association of Baltimore City the above named grantor, and he acknowledged the foregoing Deed to be the act of said body corporate.

As Witness my hand and Notarial Seal.

(Notarial Seal) Sadye B. Jacobs.

Notary Public.

Certified Copy Last Will and Testament Inventory Real Estate Inventory Personal Estate of George A. Collison, Deceased. Exh. E with testimony.

In The Name of God, Amen.

I, George A. Collison, Linthicum Heights, Maryland being of sound and disposing mind and memory, and considering the uncertainty of this life, do make, publish and declare this to be my last Will and Testament, as follows: First, after my lawful debts are paid, I give the property equally to my three Sisters and one Brother namely; Mrs, Mary Crow, and Sarah and Elizabeth Collison, and Thomas Collison. At my death want the same kind of Burial as my wife, what money is left from Insurance want old Stone moved from present grave and larger stone erected with money left from Insurance.

I hereby appoint Elizabeth Collison and Mary Crow to be Executors of this my last Will and Testament; hereby revoking all former Wills.

In Witness Whereof, I have hereunto subscribed my name, and affixed my seal, the 3rd day of March in the year of our Lord, one thousand nine hundred thirty six.

Witnesses: George A. Collison

Florence J. Hubley (Public Stenographer)

441 Equitable Bldg.

Subscribed by _____ the Testa 6___ named in the foregoing Will, in the presence of each of us, and at the time of making such subscription the above instrument was declared by the said Test___ to be __ last Will and Testament, and each of us, at the request of said Testat__ and in ___ presence and in the presence of each other, signed our names as witnesses thereto, at the end of the Will.

J. L. Rosenfeld	Residing 412 Equitable
Florence J. Hubley	Residing 441 Equitable Bldg.
Elizabeth McAloon	Residing 225 E. Lafayette Av.

Anne Arundel County, Ss:

On the 4th day of December, 1936 came Elizabeth Collison and made Oath in due form of law, that she does not know of any Will or Codicil of George A. Collison late of said County, deceased, other than the above instrument of writing, and that she received the same from Mrs. Ethel Sheckells who took same from the safe of the deceased. "All parties notified" Testator departed this life on the 21st day of November, 1936.

Sworn to before the subscriber in Baltimore, Md.

Clemence C. Burwell
Chief Clerk - Office of the

Test: _____
Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 4th day of December, 1936 came Florence J. Hubley and J. L. Rosenfeld subscribing witnesses to the aforegoing last Will and Testament of George A. Collison late of said County, deceased, and made oath in due form of law, that they did see the Testator sign and seal this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they together with Elizabeth McAloon subscribed their names as witnesses to this Will in his presence, at his request and in tne presence of each other.

Sworn to before the subscriber in Baltimore, Md.

Clemence C. Burwell
Chief Clerk office of
Register of Wills for Anne Arundel County.

Test: _____
Register of Wills for Anne Arundel County.

Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of George A. Collison, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 8th day of December, 1936, that the same be admitted in this Court

as the true and genuine last Will and Testament of the said George A. Collison, deceased.

(Maynard Carr
(
Judges: (Owain E. Owens
(
(William B. Elliott, A. J.

Copy

The State of Maryland,

To Hezekiah Linthicum and John L. Stieff, Greeting:

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

Witness Maynard Carr Esquire,
Chief Justice of the Orphans' Court
for Anne Arundel County, this 2nd day of Septem-
(Court Seal) ber in the year of our Lord one thousand nine
hundred and thirty-seven

Test Lucy S. Holladay
Register of Will for Anne Arundel County.

We Hezekiah Linthicum and John L. Stieff do swear that we will and truly, without prejudice or partiality, value and appraise the real estate of George A. Collison late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment.

Hezekiah Linthicum)
) Appraisers.
John L. Stieff)

I Hereby Certify, That the aforegoing oath was taken and subscribed to by the said Hezekiah Linthicum and John L. Stieff before the undersigned, Register of Wills of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this ____ day of _____ in the year of our Lord one thousand, nine hundred and thirty-seven

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

A True and Perfect Inventory of all and singular the Real Estate of George A. Collison late of Anne Arundel County, deceased, appraised by the subscriber Hezekiah Linthicum and John L. Stieff jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraisers, and certificate hereto annexed.

Homeland Park		
Lot #10 (10½ acres at $100.)	$1050.00	
Dwg.	2500.00	
Barn	70.00	
O. B.	15.00	$3635.00
Homeland Park (Phipps Property)		
Lots #14-15-16-17 (9¼ acres at $100.)	$ 925.00	
Dwg.	900.00	
Barn	50.00	1875.00

Amount brought forward		$5510.00
Homeland Park (White Sub. Div.)		
Lots #14-15-16-17 (4 acres at $75.)	$ 300.00	300.00
		$5810.00

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

Witness Our Hands And Seals this 7th day of Sept. in the year of our Lord one thousand nine hundred and thirty-seven

Hezekiah Linthicum (Seal)

John L. Stieff (Seal)

Appraisers.

Amount of Inventory as above $5,810.00

Mary Crowe

Elizabeth Collison

Executrices.

State of Maryland, Anne Arundel County, Sct:

Be It Remembered And It Is Hereby Certified, That on this 14th day of September in the year of our Lord one thousand, nine hundred and thirty-seven personally appeared Elizabeth Collison and Mary Crow, Execs. George A. Collison late of Anne Arundel County, deceased, and made oath in the presence of Almighty God, that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of the said George A. Collison deceased, within the State of Maryland, that has come to their knowledge, and that should they hereafter discover any other Real Estate belonging to the said deceased in said State they will return an additional Inventory thereof.

Sworn to before the Subscriber,

(Notarial Seal) Edna V. Chaney

Notary Public.

Copy

The State of Maryland

To Hezekiah Linthicum and John L. Stieff, Greeting:

This Is To Authorize You Jointly to appraise the Goods, Chattels and Personal Estate of George A. Collison late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said goods, chattels and personal estate by you appraised in dollars and cents; and in the said Inventory you are to set down in the column or columns opposite to each article the value thereof.

Witness Maynard Carr

Esquire, Chief Justice of the Orphans' Court for Anne Arundel County, this _____ day of ____ in the year of our Lord one thousand nine hundred and thirty-seven

(Court Seal)

Test: Lucy S. Holladay

Register of Wills for Anne Arundel County.

We, Hezekiah Linthicum and John L. Stieff do swear, that we will well and truly, without prejudice or partiality, value and appraise the goods, chattels and personal estate of George A. Collison, late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment, so help us God.

Hezekiah Linthicum)
) Appraisers.
John L. Stieff)

I Hereby Certify, That the aforegoing oath was taken and subscribed to by the said Hezekiah Linthicum and John L. Stieff, before the undersigned, a Register of Wills of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this ___ day of ___ in the year of our Lord one thousand nine hundred and thirty-seven

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

A True And Perfect Inventory of all and singular, the goods, chattels and personal estate of George A. Collison, late of Anne Arundel County, deceased, appraised by us, the subscribers, Hezekiah Linthicum and John L. Stieff jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraise, and Certificate therein annexed.

1 Table	$ .50
2 old stoves	.75
1 refrigerator with motor	3.00
kitchen range	1.50
3 chairs	.75
1 Poole washing machine without wringer or motor	1.00
1 Truck	15.00
	$22.50

We, The Subscribers, Do Certify that the aforegoing is a true and just Inventory, and valuation of all and singular, the goods, chattels, and personal estate of the said George A. Collison, deceased, so far as the same have come to our sight and knowledge; and as valued and appraised by us, in dollars and cents, according to the best of our skill and judgment.

In Testimony of All of Which, we hereunto subscribe our names and affix our seals this 7th day of Sept. 1937

H. Linthicum (Seal)
John L. Stieff (Seal)
Appraisers.

Amount of appraisement as above, $22.50
Whole amount of Inventory, $22.50

Test: Mary Crowe
Elizabeth Collison
Executrices.

Anne Arundel County, ss:

On the 14th day of September, 1937 came Elizabeth Collison and Mary Crow, Executrices of the Estate of George A. Collison, deceased, and made oath in due form of law, that the foregoing is true and perfect Inventory of all and singular the Goods, Chattels and Personal Estate of the said deceased, that have come to their hands, knowledge or possession at the time of making thereof that what has since, or shall hereafter come to their hands, knowledge, or possession, they will return in an additional Inventory, that they knows of no concealment, nor suspect any to be, and if they should hereafter discover any concealment, or suspect any to be; they will make the Register of Wills for Anne Arundel County acquainted therewith, that the same may be inquired into according to law.

Sworn to before the subscriber,

Test: Edna V. Chaney

(Notarial Seal) Notary Public.

State of Maryland, Anne Arundel County

I. R. Glenn Prout, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament - Inventory Real Estate - Inventory Personal Estate of George A. Collison late of said County deceased taken from Wills Liber W. M. H. 1 folio 161 - Inventory W. M. H. 1 folio 106 and 107 - which are 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 20th day of June in the year of our Lord, nineteen hundred and thirty-nine.

R. Glenn Prout

(Court Seal) Register of Wills for Anne Arundel County.

Submission for Decree -- Filed July 25" 1939.

To The Honorable, The Judge of Said Court:-

The Bill of Complaint, Answers of the Respondents, Testimony taken and filed by the Examiner, the Solicitors for the Complainant and Respondents submit this cause for immediate decree.

James K. Cullen

Solicitor for Respondents

William O. Tydings

John Demyan, Jr.

Solicitors for Complainant.

Decree Order of Court July 26, 1939 --Filed July 26" 1939.

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

It is thereupon this 26 day of July, A. D. 1939, by the Circuit Court for Anne Arundel County, sitting in Equity, Adjudged, Ordered and Decreed that the real estate of the said George A. Collison, deceased, and mentioned in these proceedings or so much thereof as may be necessary to pay the debts of the decedent, be and the same is hereby decreed to be sold, and it is further ordered that John Demyan Jr. and James K. Cullen, be and are hereby appointed Trustees to make sale of the said real estate, and that the course and manner of their proceedings

shall be as follows. They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a Surety or Sureties to be approved by this Court, in the penalty of six thousand dollars, ($6000.), conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such newspaper or newspapers published in Anne Arundel County as they shall think proper, of the time, place, manner, and terms of sale, which terms shall be a deposit of Three Hundred Dollars, ($300.00) in cash shall be required of the purchaser or purchasers on the day of sale, balance to be paid in cash upon final ratification of sale or all cash at the option of the purchaser or purchasers, deferred payments to be secured to the satisfaction of the Trustees and to bear interest at the rate of six percent, and, as soon as may be convenient after such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by, from or under them, or either of them; and the said 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 commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Ridgely P. Melvin, Judge.

Bond -- Filed and Approved 8" August, 1939. John H. Hopkins, 3rd.,Clerk.

Know all Men by these Presents,

That, we James K. Cullen, of Baltimore, Maryland, and John Demyan, Jr., of Annapolis, Maryland, as Principals, and New Amsterdam Casualty Company, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand and 00/100 ($6,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents--sealed with our seals and dated this twenty-seventh day of July in the year of our Lord one thousand nine hundred and thirty-nine

Whereas, the above bounden James K. Cullen and John Demyan,Jr. by virtue of a decree of the Honorable the Judge of Circuit Court of Anne Arundel County, Maryland have been appointed Trustees to sell property to satisfy judgment mentioned in the proceedings in the case of Ethel Sheckels (Scheckells) vs. Elizabeth Collison and Mary Crow (or Crowe), Executrices of the Estate of George A. Collison, Deceased, and Elizabeth Collison, Sarah Collison, Mary Collison and Thomas Collison, Devisees now pending in said Court

Now the Condition of the above Obligation is such,

That if the Above Bounden James K. Cullen and John Demyan, Jr. do and shall well

and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises,then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and Delivered in the presence of
Edna V. Chaney
William W. Townshend Jr.
As to John Demyan, Jr.

(Corporate Seal)

James K. Cullen (Seal)
John Demyan, Jr. (Seal)
New Amsterdam Casualty Company
By R. L. Hardesty , Vice-President
As to Surety:
Esther L. Knouss

Attest: J. F. Eierman, Assistant Secretary.

Petition, Exhibit and Order of Court -- Filed Sept. 5" 1939.

To The Honorable, The Judge of Said Court:-

The Petition of Howard C. Wilcox and Sweetser Linthicum, Receivers in the case of Maoma A. Burkart vs. Seth H. Linthicum, et al. in the Circuit Court of Baltimore City, respectively shows unto your Honor:

1. That they were, by an Order of the Circuit Court of Baltimore City, passed in the case of Maoma A. Burkhart vs. Seth H. Linthicum, et al., appointed Receivers to take charge of, manage, control and collect the rents and profits issuing out of the properties forming a part of the estate of the late J. Charles Linthicum, and have qualified by giving bond and entered upon their duties as such Receivers.

2. That Ethel Sheckells has, for valuable consideration, assigned unto your Petitioners a judgment obtained in this Honorable Court against Elizabeth Collison and Mary Crow, Executrices of the estate of George A. Collison, deceased, to the extent of Five Hundred Dollars ($500.00), which assignment is filed herewith and prayed to be taken as a part hereof.

3. That subsequent to the obtention of the judgment aforesaid, the said Ethel Sheckells instituted this suit to subject the real estate of the said George A. Collison to the payment of her judgment inasmuch as the said George A. Collison did not leave sufficient personal estate to pay the same.

4. Your Petitioners allege that by virtue of said assignment to them aforementioned, they should be made parties plaintiff to this proceeding. They further show unto your Honor that they have been duly authorized to file this Petition asking to be made parties plaintiff, by an Order of the Circuit Court of Baltimore City, passed in the case of Maoma A. Burkhart vs. Seth H. Linthicum, et al.

Wherefore, Your Petitioners pray this Honorable Court to pass an Order authorizing and directing them to be made parties plaintiff in this proceeding.

And as in duty, etc.

Thos. F. Cadwalader
Guy B. Brown
Solicitors.

Howard C. Wilcox,
Sweetser Linthicum
Receivers.

State of Maryland, Baltimore City, to wit:

I Hereby Certify, That on this 31st day of August, in the year one thousand nine hundred and thirty-nine, before, me/the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Howard C. Wilcox, one of the above named Receivers, and made oath in due form of law that the matters and facts stated in the aforegoing Pe-

tition are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) Pearl D. Whaley

Notary Public.

ORDER OF COURT

Upon the foregoing Petition, Affidavit and Exhibit, it is, by the Circuit Court for Anne Arundel County, in Equity, Ordered that Howard C. Wilcox and Sweetser Linthicum, Receivers in the case of Maoma A. Burkhart vs. Seth H. Linthicum, et al. in the Circuit Court of Baltimore City, be, and they are hereby made parties plaintiff to this proceeding.

Sept. 5, 1939 Ridgely P. Melvin, Judge.

For Value Received, I hereby assign and transfer unto Howard C. Wilcox and Sweetser Linthicum, Receivers appointed by the Circuit Court of Baltimore City in the case of Burkhart vs. Linthicum, et al, all of my right, title and interest in and to the judgment obtained by me on June 8, 1938 against Elisabeth Collison and Mary Crow (or Crowe), Executrices of the Estate of George A. Collison, deceased, (See April 1938 Trials No. 80, Folio 252, of the Judgment Records of the Circuit Court for Anne Arundel County) to the extent of Five Hundred Dollars ($500.00), and I authorize said Assignees to petition the Court to be made parties to the suit in Equity for the sale of the real estate of said George A. Collison.

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

Test: George M. Sheckells Ethel Sheckells (Seal)

Filed Sept. 5th. 1939

Report of Sale -- Filed Sept. 26" 1939.

To The Honorable, The Judge of Said Court:

The report of James K. Cullen and John Demyan, Jr.; Trustees, appointed by a decree of this Honorable Court in Equity No. 7786, passed in the above entitled cause, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful 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 weekly newspaper published in Anne Arundel County, for at least three successive weeks before the day of sale, they did, pursuant to said notice, attend at the Court House door, in the City of Annapolis, on the 26th day of September, in the year nineteen hundred and thirty-nine, at eleven o'clock, A. 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, near Linthicum Heights, Maryland, and described as follows:-

(2) Lots No. 10 on the Plat of Homeland Park as recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 1,folio 78. Lot num_ered 10 containing approximately 10.7 acres of land. All of the land mentioned and described under Section 2, is subject to a mortgage executed by George A. Collinson to the Oriole Savings and Loan Association in the amount of $1,324.30, and sold subject to this mortgage

And your said Trustees sold the above described property to John C. and Catherine Schnitzlein, for the sum of Twenty hundred & fifty Dollars, he being at that sum the highest

bidder therefor, the terms of said sale being a deposit of Three Hundred ($300.00) Dollars, at the time of sale and the balance to be paid in cash upon final ratification of sale.

Respectfully submitted,

John Demyan, Jr.

James K. Cullen

Trustees.

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

I Hereby Certify, that on this 26th day of September, 1939, before me, subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James K. Cullen and John Demyan, Jr, 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.

Witness my hand and seal notarial.

(Notarial Seal) William W. Townshend Jr.

Notary Public.

Auctioneers Certificate and Purchasers Agreement --Filed Sept. 26" 1939.

James K. Cullen, Solicitor
1303 Lexington Building
Baltimore, Maryland

and

John Demyan, Jr.,Solicitor
County Trust Bank Building
Annapolis, Maryland,

Public Sale of valuable Real Estate located in the Fifth Election District, near Linthicum Heights, in Anne Arundel County.

By virtue of a decree of the Circuit Court for Anne Arundel County (No 7786 Equity), the undersigned Trustees will sell at the Court House door, in the City of Annapolis, Maryland, on Tuesday, September 26, 1939, at 11 o'clock, A. M.

All the several parcels of land, described as follows.

(2) Lots numbered 10 on the Plat of Homeland Park as recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 1, folio 78. Lot numbered 10 containing approximately 10.7 Acres of land. All of the land and described under Section 2, is subject to a mortgage executed by George A. Collison to the Oriole Savings and Loan Association in the amount of $1,324.30, and will be sold subject to this mortgage.

Improvements: Lot No. 10, containing 10.7 acres of land is improved by a two-story shingle dwelling, a few scattered outbuildings and garage.

Terms of Sale: A deposit of $300 in cash shall be required of the purchaser or purchasers on the day of sale, balance to be paid in cash upon final ratification of sale or all cash at the opinion of the purchaser or purchasers, deferred payments to bear interest at the rate of six (6%) per cent.

For further particulars, apply,

James K. Cullen, or

John Demyan, Jr.

Trustees.

I, William B. Elliott, Auctioneer, do hereby certify that on this 26th day of September, 1939, I sold the property as described on the advertisement attached hereto and made a part hereof, to John C. Schnitzlein Catherine Schnitzlein at and for the sum of $2050.00 he being at that figure the highest bidder therefor, the terms of sale being a desposit of $300.00, the balance due to be paid in cash upon final ratification of sale.

W. B. Elliott,Auctioneer.

I, John C. Schnitzlein & Catherine Schnitzlein, purchaser_of the property as described in the advertisement of sale attached hereto and made a part hereof do hereby certify said real estate and the improvements thereon from James K. Cullen and John Demyan, Jr, Trustees, at and for the sum of $2050.00, of which said amount I have paid a deposit of $300.00 and agree to comply with the terms of sale.

John C. Scnnitzlein

Purchaser.

ORDER NISI

Ordered, this 26th., day of September, 1939, That the sale of the property mentioned in these proceedings made and reported by John Demyan, Jr., and James K. Cullen, Trustees, 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 $2050.00

John H. Hopkins, 3rd.,Clerk.

Certificate of Publication Annapolis, Md., Nov. 8, 1939

We hereby certify, that the annexed Order Nisi Scheckells vs. Collison - Sale-Equity - No. 7786 was published in Maryland Gazette a newspaper published in the City of Annnapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 28th. day of October, 1939. The first insertion being made the 28th day of September, 1939

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered By The Court, This 20th day of December, 1939 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin

Release -- Filed Dec. 5th., 1939

I , James J. Crow, also spelled Crowe, do hereby relinquish and release all of my right, title, interest, and estate which I might have as husband of Mary Crow (or Crowe) in and to any and all of the property, real, personal, or mixed, mentioned in these proceedings, and I further agree to execute such deeds or papers as from time to time may prove necessary or convenient to further release any interest which I may have in and to the aforesaid property.

Witness: Edna V. Chaney James J. Crowe

State of Maryland, City of Baltimore, to wit:-

I Hereby Certify, that on this 27th day of November, in the year One Thousand Nine Hundred and Thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared James J. Crow (or Crowe), the releasor named in the above Release and he acknowledged the said Release to be his act.

An Witness my hand and Notarial Seal.

(Notarial Seal) Edna V. Chaney

Notary Public.

Affidavit -- Filed Dec. 5th., 1939.

Know All Men By These Presents--

That I, Elizabeth Collison, do hereby make oath in due form of law that my brother, Thomas Collison, my sister, Sarah Collison, and myself, Elizabeth Collison, are unmarried and have never been married. The three of us have lived together all our lives, and I have personal knowledge of the matters and facts herein stated.

Elizabeth Collison.

Subscribed and sworn to before me this
24th day of November, 1939.

Edna V. Chaney,

(Notarial Seal) Notary Public.

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

All of which is respectfully submitted

Laura R. Jickling, Auditor.

Dr. Ethel Sheckells Vs. Elizabeth Collison, et al in ac. with John Demyan, Jr., and James K. Cullen, Trustees.

To Trustees for Commissions	$ 95.00	$ 95.00
To Trustees for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court - costs	32.50	
Auditor	13.50	66.00
To Trustees for Expenses, viz:		
Capital-Gazette Press - advertising sale	35.00	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
W. B. Elliott - auctioneer	10.00	
Morgan & Ward, Agents - bond premium	24.00	
Russell C. Turner, Sheriff - costs	3.80	
Joseph C. Deegan, Sheriff - costs	2.45	
John S. Strahorn - Examiner	8.00	
Juliet D. Strahorn - Stenographer	3.50	
Register of Wills - certified copies	7.00	
Clerk of Court - certified copy	1.00	
One-half Federal Revenue stamps	1.25	
One-half State revenue stamps	1.05	
Clerk of Court - recording release	1.50	
W. W. Townshend, Jr.- Notary fee	.50	109.05

To Trustees for Taxes, viz:

1937 State and County taxes	$ 47.55	
1938 State and County taxes	48.60	
1939 State and County taxes ($46.35-adj)	38.01	134.16

To Oriole Savings & Loan Ass'n. - in full for mortgage debt of George A. Collison, deceased 1,394.49

To Howard C. Wilcox and Sweetser Linthicum, Receivers, Assignees of Ethel Sheckells,

on account assignment of judgment claim (#80 Trials, April Term 1938) 267.91

$2,066.61

Amount of judgment claim of Ethel Sheckells	$910.00	
Court costs	13.55	
	923.55	
Cr. Amount allowed as above	267.91	
Balance due	$655.64	
Cr. Sept. 26" 1939 Proceeds of Sale		$2,050.00
Interest on deferred payment ($1,750.00) to 11/22/39		16.61
		$2,066.61

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 - Scheckells, et al vs. Collison et al No. 7786 Equity Auditor's 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 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 27th day of August, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,
Judge.

Report of Sale -- Filed May 22" 1940

To The Honorable, The Judge of Said Court:

The report of James K. Cullen and John Demyan, Jr., Trustees, appointed by a Decree of this Honorable Court in Equity No. 7786, passed in the above entitled cause, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful 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 in the "Maryland-Gazette", a weekly newspaper published in Anne Arundel County, for at least three successive weeks before the day of sale, pursuant to said notice, attend at the Court House door, in the City of Annapolis, on the 23rd day of April, 1940, at eleven o'clock, A. 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, near Linthicum Heights, Maryland, and described as follows:

(1) Lots 14-15-16-and 17, containing in total approximately 9.3 acres of land improved by a two story house and also a stable.

See Plat G. W. No. 1 folio 78.

And your said Trustees sold the above described property to Elizabeth Collison, for the sum of $1,225.00 Dollars, she or they, at that sum being the highest bidder or bidders therefor, the terms of said sale being a deposit of Three Hundred ($300.00) Dollars, at the time of sale and the balance to be paid in cash upon final ratification of sale.

Respectfully Submitted.

James K. Cullen

John Demyan, Jr.

Trustees.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 23rd day of April, 1940, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James K. Cullen and John Demyan, Jr, 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.

Witness my hand and seal notarial.

(Notarial Seal) William W. Townshend, Jr.

Notary Public.

Auctioneers' Certificate and Agreement of Purchaser --Filed May 22" 1940

John Demyan, Jr., Solicitor, County Trust Bank Building, Annapolis, Md.

and James K. Cullen, Solicitor, 1303 Lexington Building, Baltimore, Md.

Public Sale of valuable Real Estate located in the Fifth Election District of Anne Arundel County, near Linthicum Heights.

By virtue of a decree of the Circuit Court for Anne Arundel County (No. 7786 Equity) the undersigned Trustees will sell at the Court House door, in the City of Annapolis, on Tuesday, April 23rd, 1940, at 11 o'clock A. M.

All the several parcels of land, described as follows:

(2) Lots numbered 14-15-16 and 17 on the Plat of Homeland Park, as recorded among the Land

Records of Anne Arundel County in Plat Book G. W. No. 1, folio 78. Lot No. 14 containing approximately 3 acres of land, Lot 15 containing approximately 2.3 acres of land. Lot No. 16 containing approximately 2 acres of land, and Lot No. 17 containing approximately 2 acres of land.

Improvements: Lots 14-15-16 and 17, containing in total approximately 9.3 acres of land, is improved by a two-story house and also a stable,

See Plat G. W. No. 1, folio 78.

Terms of Sale: A deposit of $300.00 in cash shall be required of the purchaser or purchasers on the day of sale, balance to be paid in cash upon final ratification of sale, or all cash at the option of the purchaser or purchasers; deferred payments to bear interest at the rate of six (6%) per cent.

For further particulars apply:

James K. Cullen,

John Demyan, Jr.

Trustees.

I, William B. Elliott, Auctioneer, do hereby certify that on this 23rd day of April, 1940, I sold the property as described on the advertisement attached hereto and nade a part hereof, to Elizabeth Collison, at and for the sum of $1,225.00 she at that figure the highest bidder therefor, the terms of sale being a deposit of $300.00, the balance due to be paid in cash upon final ratification of sale.

William B. Elliott, Auctioneer

I, Elizabeth Collison purchaser of the property described in the advertisement of sale attached hereto and made a part hereof do hereby certify said real estate and improvements thereon from James K. Cullen, and John Demyan, Jr, Trustees, at and for the sum of $1225.00, of which said amount I have paid a deposit of $300.00 and agree to comply with the terms of sale.

Elizabeth Collison, Purchaser.

ORDER NISI

Ordered, this 22nd., day of May, 1940, That the sale of the property mentioned in these proceedings made and reported by James K. Cullen and John Demyan, Jr., Trustees, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 24th., 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 24th., day of June next.

The report states that the amount of sales to be $1,225.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., July 2, 1940

We hereby certify, that the annexed Order Nisi - No. 7786 Equity - Scheckells vs. Collison 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 June 1940. The first insertion being made the 30th day of May, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered By The Court, This 8 day of July, 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,

Auditor's Second Report and Account --Filed July 19th. 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. Ethel Sheckells vs. Elizabeth Collison and Mary Crow, Executrices of George A. Collison, deceased, et al in ac. with John Demyan, Jr., and James K. Cullen, Trustees.

To Trustees for Commissions	$	$ 67.30
To Trustees for Court costs, viz:		
Clerk of Court - additional costs	4.75	
Auditor - this account	13.50	18.25
To Trustees for Expenses, viz :		
Capital-Gazette Press - advertising sale	22.50	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
W. B. Elliott - auctioneer	10.00	
One-half Federal revenue stamps	.75	
One-half State revenue stamps	.65	
W. W. Townshend, Jr. - notary fees	.50	44.40
To Trustee for Taxes, viz:		
1940 State and County taxes ($38.89-adj)		20.46
To Howard C. Wilcox and Sweetser Linthicum, Receivers, Assignees of Ethel Sheckells, balance due under assignment of $500.00 of judgment claim		232.09
To John Demyan, Jr. - balance due Ethel Sheckells, to apply on account #137 Trials July Term, 1939, and attachment proceedings thereon (#9 and #10 Trials,July,1940)		410.00
To Clerk of Court - court costs in #80 Trials, April Term, 1938		13.55
To R. Glenn Prout, Register of Wills- collateral inheritance tax on balance of $431.11 for distribution		32.33
To Mary Crow, - one-fourth of net balance	99.69	
To Sarah Collison " " " "	99.69	
To Elizabeth Collison " " " "	99.70	
To Thomas Collison " " " "	99.70	398.78
		$1,237.16

Cr. Apr. 23 1940	Proceeds of Sale		$1,225.00
	Interest on deferred payment		12.16
			$1,237.16

ORDER NISI

Ordered, This 19th., day of July, 1940, That the Second 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 August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th, day of August next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Aug. 21, 1940.

We hereby certify, that the annexed Order Nisi - Eq. 7786 - Ethel Scheckells vs. Collison - Aud. 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 20th day of August, 1940. The first insertion being made the 25th day of July, 1940.

The Capital-Gazette Press, Inc.

By A. Friend.

In The Circuit Court for Anne Arundel County

Ordered By The Court, this 27th day of August, 1940, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,

Judge.