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In the Matter of Charles Gesner,	:	No. 7802 Equity.
a non compos mentis	:	In The Circuit Court For
	:	Anne Arundel County.

Petition and Affidavits -- Filed April 19th., 1939.

To the Honorable, the Judge of said Court:

The petition of George B. Woelfel of Anne Arundel County respectfully represents unto this Honorable Court:

1. That Charles Gesner who formerly resided at No. 31 Carroll Street, in the City of Annapolis, and who is now and who has for some time past been confined in the Spring Grove State Hospital at Catonsville, Maryland, has been and is now of unsound mind and is not capable of the government of himself or the management of his estate, and your Petitioner files herewith the affidavit of two physicians who confined said Charles Gesner to said State Institution deposing to his insanity and unsound mind.

11. That the said Charles Gesner together with his wife Maude Gesner are the owners as tenants by the entireties of a parcel of land situate on Main Street in the City of Annapolis, Maryland, and being known as No. 217 thereof, which was acquired by said Charles Gesner under the last will and testament of the late John Aul and another parcel on Duke of Gloucester Street, Annapolis, Maryland, being known as No. 214 thereof, which said property was likewise acquired by Charles Gesner under the last will and testament of aforesaid John Aul, late of Anne Arundel County, deceased, which said property was deeded to J. Oliver Clark in special trust and confidence that he would re-convey said real estate to Charles Gesner and Ella Maude Gesner, his wife, as tenants by the entireties, and in execution of the trust reposed in him, said J. Oliver Clark did on the 22nd day of January, 1936, re-convey unto said Charles Gesner and Ella Maude Gesner, his wife, as tenants by the entireties, by deed duly recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 147, folio 100.

That the said Charles Gesner and Ella Maude Gesner, his wife, are likewise seized and possessed of another parcel of land lying, being and situate on the west side of Carroll Street, Annapolis, Maryland, and being known and numbered as No. 31 Carroll Street, which said realty was conveyed unto Charles Gesner and Ella Maude Gesner, his wife, by Bernard Wiegard, widower, by deed dated the 7th day of March, 1921, and is duly recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 38, folio 323.

111. That John Aul, prior to his death, did execute and deliver to the Annapolis and Eastport Building and Loan Association a mortgage for the sum of Eight Thousand Dollars, said mortgage being dated the 1st day of February, 1929, and is recorded among the Land Records of Anne Arundel County in Liber F. S. R. No.29, folio 262, covering the property devised said Charles Gesner located on Main and Gloucester Streets, said mortgage having been reduced to approximately Forty-Five Hundred Dollars upon which said mortgage nothing has been paid upon the principal for many months.

1V. That prior to the incarceration of Charles Gesner in the State Institution for mental cases, said Charles Gesner and Ella Maude Gesner, his wife, did execute to Charles F. Lee, a power of attorney, constituting him their true and lawful attorney for them and on their behalf to sell, exchange, convey, mortgage, or lease and in any other manner to dispose of, charge and manage any and all real estate and to execute and acknowledge all conveyances, contracts,

leases or other papers, said power of attorney being duly recorded among the aforesaid Land Records in Liber F. A. M. No. 148, folio 43.

V. That the said Charles F. Lee as such attorney and agent, did agree to sell unto Mary E. Lloyd the realty known as No. 217 Main Street, at and for the sum of Ten Thousand ($10,000) Dollars but your Petitioner feels that insanity like unto death revokes the power of attorney and though said Charles Gesner has never been adjudicated as such a letter from the Assistant Physician of the Spring Grove Hospital attached hereto and is prayed to be taken as part and parcel hereof discloses that said Charles Gesner is unable to do simple calculation and does not know the difference between a lie and a mistake, hence your Petitioner feels that it would be necessary for the appointment of a committee to convey a good and merchantable title and moreover in view of the fact that his wife is not working for an remuneration and that he has two children who are minors that it would be for his benefit as well as that of his wife and two children that a suitable committee be appointed for the government of said Charles Gesner, that is, of his person and his estate.

Your Petitioner therefore prays your Honor:

(1) That a commission may be issued to the Sheriff of Anne Arundel County to inquire into the non compos mentis of the said Charles Gesner.

(2) And for such other and further relief as your Petitioner may require.

And as in duty bound, etc.

George B. Woelfel, Petitioner.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that upon this 31st day of March, 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 George B. Woelfel, the petitioner, who made oath in due form of law that the matters and facts stated in the aforegoing petition are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

(Notarial Seal) Mary M. Hoff,

Notary Public.

Spring Grove State Hospital. Catonsville, Md., March 25, 1939.

Mr. George B. Woelfel

13 School Street, Annapolis, Maryland

Dear Mr. Woelfel:

In reply to your letter concerning Mr. Gesner, I wish to advise that direct examination at the present time reveals the following points:
The patient is unable to do simple calculation, does not know the difference between a lie and a mistake, and would support his family for the rest of his live on a thousand dollars.

On the basis of this, one would hesitate to say that he was competent of managing his own affairs. However, before any Committee can be appointed, it is necessary that this be formally taken before the Court with the certifications of two licensed physicians at hand.

Sincerely,

John P. Lambert, M. D.

Assistant Physician

State of Maryland, Anne Arundel County, to wit:

I hereby certify that upon this 18th day of April, 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 Doctors George C. Basil and James J. Murphy, who made oath in due form of law that they were the attending physicians of Charles Gesner who committed him to the Spring Grove State Hospital and that they are satisfied from the opportunities afforded them of judging his condition that he is of unsound mind, incapable of the government of himself or the management of his estate.

George C. Basil

J. J. Murphy M. D.

Affiants

Witness my hand and seal Notarial.

(Notarial Seal) Mary M. Hoff,

Notary Public.

ORDER OF COURT.

Upon the aforegoing petition and affidavits, it is this 19 day of April, in the year 1939, by the Circuit Court for Anne Arundel County, sitting in Equity, Ordered that the writ issue as prayed and that the service of subpoena be served on Charles Gesner.

Ridgely P. Melvin, Judge.

In the Matter of

Charles Gesner,

a non compos mentis

Writ De Lunatico Inquirendo.

No. 7802 Equity.

In The Circuit Court of

Anne Arundel County.

Maryland, Sct.

The State of Maryland,

To Russell C. Turner, Sheriff of Anne Arundel County, Greeting:

Because We Have Received Information That Charles Gesner of said county, now is and for some time past has been so far deprived of his reason and understanding that - he is unfit and unable to govern himself, or manage his affairs to his own great detriment and our manifest prejudice, and we being willing to take care for the indemnity of the said Charles Gesner in this behalf Command You, that you diligently inquire by the Oaths of twelve honest and lawful men of your Bailiwick, by whom the truth of the matter may be better known, whether the said Charles Gesner be so far deprived of his understanding that he is altogether unfit and unable to govern himself or to manage his affairs as before stated or not, and if he be, then from what time and how long, and in what manner; and if he enjoys lucid intervals; and when the said Charles Gesner being in such condition aliened any lands or tenements? and if so, then what lands and what tenements and where and when? and to whom or what persons, and in whose hands or what persons' hands the lands and tenements so aliened are? and how and in what manner; and what lands and what tenements yet remain and of whom; or what persons, as well as the lands and tenements so aliened, as the lands and tenements so retained to himself are holden; and by what persons and how; and in what manner, and how much they are worth by the year in all issues, and who is next of kin and of what age?

And the Inquisition hereof distinctly and plainly made send to the Judges of the Circuit Court for Anne Arundel County, under your hands and seals, and the hands and seals of those by whom the said inquisition is made and taken.

Witness the Honorable Francis Neal Parke, Chief Judge of the Circuit Court for Anne Arundel County, the 6th day of March A. D. 1939.

Issued the 19th., day of April, A. D. L939.

(Court Seal) John H. Hopkins,3rd,Clerk

Summons.

Maryland, Sct.

The State of Maryland

To Charles Gesner of Baltimore County, Greeting:

You Are Hereby Commanded, That all excuses set apart, you personally be and appear before the Circuit Court of Anne Arundel County, sitting in Equity; to be held in the City of Annapolis, on the first Monday of May next, to answer the Petition of George B. Woelfel against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable, Francis Neal Parke, Chief Judge of the said Court, the 6th., day of March 1939

Issued 19th., day of April 1939

John H. Hopkins,3rd.,Clerk.

Take Notice:--That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday, the 1st. day of May 1939.

(G. B. Woelfel, Sol.) Returnable 1st Monday May 1939.

Received 4/21 1939, at the same time delivered to Sheriff of Baltimore County.

C. Willing Browne, Jr.,Clerk.

Summoned Charles Gesner, non-compos mentis, by reading subpoena to him and a copy of Subpoena left with him and a copy of Subpoena left with Dr. Silas W. Weltmer, Superintendent, Spring Grove State Hospital, this 24th day of April, 1939

Wm. G. Lynch, Sheriff.

In the Matter of Charles Gesner. No. 7802 Equity.

a In the Circuit Court For

non compos mentis Anne Arundel County.

Inquisition -- Filed 26" April, 1939.

This Inquisition, taken this 26" day of April, in the year 1939, at the Court House in the City of Annapolis, Maryland, before Russell Turner, Sheriff of Anne Arundel County aforesaid, in and by virtue of the annexed writ De Lunatico Inquirendo, to him directed, issued out of the Circuit Court for Anne Arundel County, in Equity, upon the oaths of J. Warren Jones, Benjamin Hodges, James B. Martines, Peter Asquith, Albert E. Doepkin, Jacob P. Wohlgemuth, C. Addison Hodges, Albert A. Downs, Frank M. Duvall, John W. Grimes,Winfield S. Murray and Milton J. Turner, good and lawful men of the County aforesaid, who being

sworn and charged upon their oath aforesaid to inquire into the question of the lunacy vel non of Charles Gesner, Witnesseth:

That the jury aforesaid do find that the said Charles Gesner in the said writ named, is of unsound mind and a lunatic without lucid intervals so that he is incapable of governing himself, his children or of managing his estate and that he has been in such frame of mind for some time past, but how he became so, the jurors aforesaid cannot say, unless by visitation of God.

And the jurors aforesaid do also find that the said Charles Gesner together with his wife, Maud_ Gesner, is seized and possessed of valuable real estate in the City of Annapolis, in the Sixth Election District of Anne Arundel County, with an approximate value of Fourteen Thousand ($14000) Dollars and that he has not disposed of any of his real estate while so insane and that the said Charles Gesner has no cash known to the jurors.

In Witness Whereof as well as the jurors aforesaid, the said Russell Turner, Sheriff, have hereunto subscribed their names and affixed their seals this day and year first herein mentioned.

J. Warren Jones (Seal)
Benj. W. Hodges (Seal)
James B. Martines (Seal)
Peter Asqmith (Seal)
Albert E. Doepkens (Seal)
Jacob P. Wohlgemuth (Seal)
C. Addison Hodges (Seal)
Albert A. Downs (Seal)
Frank M. Duvall (Seal)
John W. Grimes (Seal)
Winfield S. Murray (Seal)
Milton J. Turner (Seal)
Sheriff.

In The Matter of Charles Gesner,
a
non compos mentis

No. 7802 Equity.
In The Circuit Court For
Anne Arundel County.

Confirmation of Inquisition -- Filed 26" April, 1939.

The return of the Inquisition taken by the Sheriff of Anne Arundel County in the above case having been submitted and confirmed, and the said return of the proceedings having been read and considered by the Court:

It is thereupon this 26th day of April, in the year 1939, by the Circuit Court for Anne Arundel County, sitting in Equity, Adjudged, Ordered and Decreed that the said inquisition be, and the same is hereby confirmed.

And it is further Ordered that Charles F. Lee be, and he is hereby appointed a committee of the person and estate of the said Charles Gesner, with full power and authority to take charge of and manage the property and to assume the control of the person of Charles Gesner under the direction of this Honorable Court; but before the said Committee shall proceed to act as such Committee he shall first give bond to the State of Maryland, with a surety or sureties, to be approved by this Court, or the Clerk thereof, in the penal sum of nine thousand Dollars

for the faithful discharge of his duties as such Committee.

Ridgely P. Melvin, Judge.

Charles F. Lee in the matter of Charles Gessner non compos mentis. — No. 7802 Equity. In The Circuit Court For Anne Arundel County.

Trustee's Bond. -Filed & Approved 28" April, 1939. John H. Hopkins,3rd,Clerk.

Know all Men by these Presents:

That We Charles F. Lee of 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 Nine Thousand and 00/100 Dollars, to be paid to the said State, or its certain attorney; to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 28th day of April in the year of our Lord nineteen hundred and thirty-nine.

Whereas, the above bounden Charles F. Lee by virtue of a decree of the Honorable the Judge of the Circuit Court has been appointed Committee of the person and Estate of Charles Gessner mentioned in the proceedings in the case of in the matter of Estate of Charles Gessner, non compos mentis, in the Circuit Court of Anne Arundel County vs. now pending in said Court.

Now The Condition of the Above Obligation is Such, that if the above bounden Charles F. Lee 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 — Charles F. Lee (Seal)

in the presence of (Corporate Seal) — Maryland Casualty Company.

By Chas. F. Lee of

Witness: Marjorie Buys — Chas. F. Lee & Co.,Agts.

In the Matter of Charles Gesner, a non compos mentis. — No. 7802 Equity. In The Circuit Court For Anne Arundel County.

Petition to sell realty. --Filed May 12" 1939.

To the Honorable, the Judge of said Court:

The petition of Charles F. Lee, Committee of Charles Gesner, respectfully shows:

1. That heretofore, to wit: On the 26th day of April, in the year 1939, by the confirmation of the inquisition in the above entitled cause, your Petitioner was duly appointed committee of the person and estate of Charles Gesner, a non compos mentis, and as such has duly qualified by filing his bond in the penal amount prescribed by the aforesaid confirmation.

2. That said Charles Gesner is now and has been for some time past been confined in the Spring Grove State Hospital and accordingly has not earned any money during his incar-

ceration with which to support his wife and minor child in accordance with the duties imposed upon him by the laws of the State of Maryland in such cases made and provided.

3. That the real estate located on Main and Duke of Gloucester Streets in the City of Annapolis, Maryland, which is now held by the said Charles Gesner and Maud Gesner, his wife, as tenants by the entireties, their heirs and assigns, or the survivors of them, as is more fully described in a certified copy of the said deed from J. Oliver Clark to Charles Gesner and Ella Maud Gesner, his wife, dated the 22nd day of January, 1936, and duly recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 147, folio 100, the same being filed herewith as Petitioner's Exhibit No. 1 and is prayed to be taken as part and parcel of this petition as fully as though the same were set forth herein at length. Said real estate is encumbered by a Eight Thousand ($8,000) Dollar mortgage made by John Aul, single, to the Annapolis and Eastport Building Association, said mortgage being dated the first day of February, 1929, and is duly recorded among the aforesaid Land Records in Liber F. S. R. No. 29, folio 262, upon which said mortgage there is a balance of Four Thousand Six Hundred Seventy-nine Dollars and Fifty Cents ($4679.50)plus interest at the rate of six per cent thereon from the 25th day of March, 1939, and upon which said loan there has been nothing paid on account of the principal for a number of years and as a result thereof said Mortgagee alleges the mortgage to be in default, the weekly payments not being made, and is anxious to secure payment of the aforesaid loan or foreclose the same in accordance with the terms of said mortgage.

4. That prior to his adjudication as a non compos mentis said Charles Gesner and Maud Gesner, his wife, did execute to your Petitioner a power of sale, under and by virtue of such power of attorney your Petitioner entered into a contract of sale with Mary E. Lloyd for the sale of the Main Street property which runs back to the dividing line fence and is now described as follows: Beginning for the same at a cross cut on the south side of Main Street at the end of the first line of the whole tract hereinafter mentioned, the said cross cut and place of beginning is distant as measured along the south side of the said mentioned Main Street 112.0 feet in a westerly direction from the point of intersection formed by the west side of Ridout's Alley and the south side of the said Main Street. The said cross cut and place of beginning is also distant south 71 degrees 35 minutes east 66.27 feet from the first angle point in the Maryland Hotel building, thence running from the beginning point so fixed, leaving the said Main Street, and with part of the outlines of the aforesaid whole tract as now surveyed, south 17 degrees 30 minutes west 14.2 feet to an iron pipe, thence south 71 degrees 52 minutes east 4.31 feet to another iron pipe, thence south 16 degrees west 32.35 feet to another iron pipe, thence leaving the outlines and running across part of the aforesaid whole tract south 71 degrees 35 minutes east 21.5 feet to intersect the outlines of the aforesaid whole tract, thence along the east edge of the building erected on the lot now being described, north 17 degrees 52 minutes east 46.77 feet to the south side of the first mentioned Main Street, thence along the south side of the same north 72 degrees 08 minutes west 27.0 feet to the place of beginning.

Being house lot No. 217 Main Street (Barber Shop)

At and for the sum of Ten Thousand($10,000) Dollars, the original of said contract being filed herewith as Petitioner's Exhibit No. 2 and is prayed to be taken as part and parcel of this petition as fully as though the same were incorporated at length.

5. That because of the incarceration of the said Charles Gesner in the State Asylum as aforesaid, the attorney for the purchaser refused to take the title but the said purchaser is now ready, willing and able to do so.

6. That your Petitioner feels that it would be for the benefit, interest and advantage of the non compos mentis Charles Gesner and even Maud Gesner, his wife, who joins in this proceedings for the sole purpose of signifying her desire that the said contract and sale be consummated and ratified by this Honorable Court especially in view of the fact that both she and the committee for her husband feel that the said contract price is a fair and reasonable one and that it would be for the advantage of all parties concerned that the said sale be consummated and the proceeds arising therefrom after the payment of their just debts, be deposited in a joint account as tenants by the entireties, subject to the further order of this Court.

Wherefore, your Petitioner, prays:

1. That this Honorable Court might finally ratify and confirm the contract and the sale of the property mentioned in these proceedings and that the said land may be conveyed to the purchaser free, clear and discharge of the aforesaid mortgage.

2. That after deducting the costs of obtaining the aforesaid release together with what other costs and expenses this Honorable Court may deem proper to allow that the balance be held in trust for the benefit of Charles Gesner and Maud Gesner, his wife, or the survivor of them, subject, to the further order of this Honorable Court.

3. And may your Petitioner have such other and further relief as his case may require.

And as in duty bound, etc.

George B. Woelfel,
Solicitor for Committee

Charles F. Lee, Committee
Ella Maud Gesner,
wife of non compos mentis.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that upon this 11th day of May, in the year 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles F. Lee, Committee as aforesaid, who made oath in due form of law that the matters and facts stated in the aforegoing petition are true to the best of his knowledge and belief and that the said sale is a fair one.

Witness my hand and seal Notarial.

(Notarial Seal) Mary M. Hoff,
Notary Public.

ORDER OF COURT.

Upon the aforegoing petition and affidavit and exhibits, it is this 12 day of May, in the year 1939, by the Circuit Court for Anne Arundel County, sitting in Equity, Ordered that Charles F. Lee, Committee of the person and estate of Charles Gesner, be, and he is hereby required to take testimony before any one of the standing examiners of this Honorable Court to substantiate the allegations of his petition.

Ridgely P. Melvin. Judge.

In the Matter of Charles Gesner
a non compos mentis.

No. 7802 Equity.
In The Circuit Court For
Anne Arundel County.

Petitioner Exhibit #1 -- Filed May 12" 1939.

This Deed made this twenty-second day of January, 1936, by and between J. Oliver Clark, single, of Anne Arundel County, Maryland, of the first part, hereinafter called "Grantor"; and Charles Gesner and Ella Maud Gesner, his wife, of said County and State, of the second part, hereinafter called "Grantees".

Witnesseth: That for and in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the receipt whereof in full is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantees, as tenants by the entireties, their heirs and assigns, in fee simple.

All that lot of ground situate on the south side of Main, also called Church Street, Annapolis, Maryland, and described as follows on a plat and survey thereof, made by E. Lacy Chinn, Surveyor, December -- 1896, as follows:

Beginning for the same on the south side of Main Street at the northwest corner of a brick building now or formerly owned by Daniel Caulk, and running thence with the line of Main Street 27 feet to the property now known as the Maryland Hotel; thence south 16° west 14 feet 2½ inches; thence 74° east 4 feet 4 3/4 inches; thence south 16° west 23 feet 8½ inches; thence south 16° 30' west 18 feet 7¼ inches; thence south 53° east 7 feet 6 inches; thence south 46° 45' west 31 feet 9 3/4 inches to Duke of Gloucester Street; thence on the line of said Gloucester Street south 45° 30' east 10 feet 10 inches; thence north 46° 45' east 6 feet 4 inches; thence north 45° 30' west 2 feet 4 inches; thence north 46° 45' east 6 feet; thence south 45° 30' east 2 feet 4 inches; thence north 46° 45' east 20 feet 6 inches; thence south 45° 30' east 3 feet; thence north 23° 15' east 31 feet 4 inches to the rear corner of the brick building; thence with said building north 16° east 33 feet 9 inches to the place of beginning. Being the property which was conveyed to John Aul By Joseph H. Bellis and Nicholas H. Green, Trustees by deed dated the 12th day of September, 1906, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 52, folio 6. And being the property of which the said John Aul, late of Anne Arundel County, died, seized and possessed, and by his last Will and Testament, duly admitted to probate by the Orphans' Court for Anne Arundel County, and recorded among the Testamentary Records of said County in Liber G. T. C. No. 1 folio 221, devised the same to the said Charles Gesner absolutely. And also being the property which was conveyed by the said Charles Gesner, and Ella Maud Gesner, his wife, to the said J. Oliver Clark, by deed 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, waters, privileges and appurtenances thereto belonging, or in anywise appertaining.

To Have And To Hold the above described property unto and to the use and benefit of the said Grantees, as tenants by the entireties, their heirs and assigns, in fee simple.

And the said Grantor hereby covenants that he will Warrant Specially the property hereby intended to be conveyed, and will execute such other and further assurances of the sane as may be requisite.

Witness the hand and seal of the said Grantor.

Test: Ruby W. Chaney. J. Oliver Clark (Seal)

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this twenty-second day of January, 1936, before the subscriber,

a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Oliver Clark, single, and acknowledged the aforegoing deed to be his act.

Witness my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney,

Recorded 31 January, 1936, at 3:10 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.A.M. 147, folio 100, 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 May, A.D. 1939.

(Court Seal) John H. Hopkins, 3rd.,Clerk.

In the Matter of Charles Gesner
a non compos mentis.

No. 7802 Equity.
In The Circuit Court For
Anne Arundel County.

Petitioner's Exhibit 2 -- Filed May 12" 1939.

CONTRACT OF SALE.

This Agreement, Made this 8th day of February nineteen hundred and thirty-nine between Charles F. Lee, Attorney for Charles Gesner and Ella Maude Gesner, his wife of the first part, and James A. Lloyd and Mary E. Lloyd, his wife of the second part

Witnesseth, That the said party 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 the City of Annapolis, Maryland, being the property at 217 Main St., Annapolis, Maryland, and known as the Aul Building.

At and for the price of Ten Thousand and 00/100 Dollars of which One hundred and 00/100 Dollars having been paid prior to the signing hereof and the balance to be paid as follows: in cash on or before the 1st day of March, 1939.

This property is being sold subject to the existing leases.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee clear of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, insurance, rent and all other assessments of every description shall be adjusted to day of transfer.

Cost of Revenue and State Stamps to be borne equally.

Test:

Charles Gesner (Seal)
Ella Maude Gesner (Seal)
By Chas. F. Lee, Atty.-in-Fact.

Reference See Deed G. W. 52,folio 6
Power of Attorney, recorded Feb. 11/36.

James A. Lloyd (Seal)
Mary E. Lloyd (Seal)
Charles F. Lee, Committee.

In the Matter of Charles Gesner,
non compos mentis,

No. 7802 Equity.
In the Circuit Court For
Anne Arundel County.

Testimony on behalf of the Petitioner, May 12th, 1939. Filed May 12" 1939.

Present:-

Mr. George B. Woelfel, Solicitor for Petitioner.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

Order for Testimony on Petition, May 12th, 1939.

Witnesses:-

James H. Murray, ----------2 to3

Fred Schoen, ---------- 4

James H. Murray, a witness of lawful age, being first duly sworn, deposes and says:-

(Woelfel)

1. State your name and residence?

A. James H. Murray, Cumberstone, Md.

2. What is your occupation? A. Farming and Real Estate.

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

A. About thirteen years I think, it has been.

4. Do you know Charles Gesner? A. Yes.

5. Do you know the property of Charles Gesner located on Main Street? A. Yes.

6. Have you had occassion to recently visit that property? A. Yes I have.

7. When was the last time you saw the property?

A. The last time I saw it was this morning.

8. You went through the entire building?

A. Went through it from the cellar up.

9. What kind of a building is it?

A. Two story brick building with cellar, and looked like in very fair condition, has a barber shop on first floor and offices on the second floor.

10. Who occupies the barber shop? A. Nick Rosati.

11. Are you in a position to state what is a fair market value of that property?

A. In my judgment around $10,000, I think it would bring.

12. Then you would say that $10,000 is a fair price to pay for that property?

A. Yes, I would.

13. If I told you that this property is under contract of sale for the sum of $10,000, in your opinion, do you think the Court should ratify that sale?

A. I would think it was a fair price.

14. Do you think it would be to the best interest of all parties concerned to sell it for the sum of $10,000?

A. I should think so.

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

A. Nothing more.

James H. Murray.

Mr. Fred Schoen, a witness of lawful age, being first duly sworn, deposes and says:

(Woelfel)

1. State your name and residence?

A. Fred Schoen, 134 Conduit st., Annapolis, Md.

2. What is your occupation?

A. I been dealing in real estate for quite a number of years.

3. Have you sold any property in the City of Annapolis?

A. I have but not recently.

4. Do you know the Gesner property of which we are speaking?

A. I know the property very well, I also knew the old property site on which the new property is built.

5. When was the last time you were in that property?

A. This morning about an hour ago.

6. What in your estimation is a fair market value of that property?

A. According to my estimation a fair market value would be as most people figure these days according to the rents coming in, but according to the assessment and the building and lot as I saw it this morning the property is worth $10,000.

7. There is a Contract of Sale entered into by Charles F. Lee as Committee of Charles Gesner to sell that property to Mary E. Lloyd for the sum of $10,000, do you think that sale should be ratified by the Court?

A. I do think so, the price is fair for all concerned.

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

A. No.

Fred Schoen

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

Witness my hand and seal this 12 day of May, 1939.

Jno. S. Strahorn (Seal)
Examiner.

In the Matter of Charles Gesner,
a non compos mentis

No. 7802 Equity.
In the Circuit Court For
Anne Arundel County.

Petition of A. & E. Bldg. Assn. for payment of mortgage and order of Court thereon.

Filed May 19" 1939.

To the Honorables, the Judges of said Court:

The petition of the Annapolis and Eastport Building Association respectfully shows:

That there is due and owing upon the mortgage of John Aul, who was the predecessor in the title of Charles Gesner and Ella Maud Gesner, his wife, covering the property in these proceedings requested to be sold and known as No. 217 Main Street, the sum of $4747.18. That upon payment of said amount the aforesaid mortgage dated February 1st, 1939, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 29, folio 262, will be released.

Annapolis & Eastport Bldg.Association
By Tilden O. Atwell, Secretary

State of Maryland, Anne Arundel County, to wit:

I hereby certify that upon this 18th day of May, in the year 1939, before me, the sub-

scriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Tilden O. Atwell, secretary of the Annapolis and Eastport Building Association, who made oath in due form of law that the aforegoing statement is just and correct and that there is justly due and owing the said Annapolis and Eastport Building Association as of June 12th, 1939, the full and just sum of $4747.18 and that upon payment of the said amount the mortgage will be released.

Witness my hand and seal Notarial.

(Notarial Seal) Mary M. Hoff,
Notary Public.

ORDER OF COURT.

Upon the aforegoing petition and affidavit, it is this 18th day of May, in the year 1939, by the Circuit Court for Anne Arundel County, sitting in Equity, Ordered that Charles F. Lee, Committee of the person and estate of Charles Gesner be, and he is hereby, authorized and directed to pay unto the Annapolis and Eastport Building Association out of the proceeds arising from this sale the sum of Four Thousand Seven Hundred Forty-Seven Dollars and Eighteen Cents ($4747.18) and upon payment of the same to procure an executed release of the mortgage from John Aul to the Annapolis and Eastport Building Association dated February 1st, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 29, folio 262.

Ridgely P. Melvin, Judge.

In the Matter of the Estate of Charles Gesner, a non compos mentis. — No. 7802 Equity. In The Circuit Court For Anne Arundel County.

Decree for private sale of the real estate described in the petition of the Committee
Filed May 18" 1939.

The Matter of the Petition of Charles F. Lee committee of the person and estate of Charles Gesner, filed in the above entitled cause on May 12, 1939 asking authority to sell the real estate or property therein described by metes and bounds, courses and distances, to Mary E. Lloyd and James A. Lloyd, her husband, having been submitted to this court, and the proceedings having been read and considered, and it appearing that proof has been taken, as in other Equity Causes, as to the value, quantity and condition of said property, and the Court after having considered all the circumstances as set forth in the petition which is under oath and the testimony taken as aforesaid, deeming it to the interest and advantage of said Charles Gesner to sell the said real estate to Mary E. Lloyd, her husband having assigned whatever interest he might have in said contract to his wife, the said Mary E. Lloyd upon the terms and conditions set forth in said petition, and the said petition itself being in the nature of a report of sale,

It is thereupon this 18 day of May in the year 1939 by the Circuit Court for Anne Arundel County, sitting in Equity and by the authority thereof, Adjudged, Ordered and Decreed, That the said Charles F. Lee, committee as aforesaid be and he is hereby authorized, empowered and directed to sell the said real estate as is described by metes and bounds in said petition to said Mary E. Lloyd at private sale at and for the sum of Ten thousand ($10,000) Dollars upon the terms and conditions set forth in said petition, and upon payment of the full purchase price

and not before, he shall execute a good and sufficient deed conveying to the said Mary E. Lloyd, all the right, title, interest and estate of the said Charles Gesner, a non compos mentis or of those claiming by, from or under him and as soon as said purchase price is received he shall bring the proceeds thereof into this Honorable Court and pay off the Annapolis and Eastport Building Association's mortgage of Four thousand seven hundred forty seven dollars and eighteen cents ($4,747.18) and then thereafter hold the rest of the proceeds of sale intact subject to the further order of this Honorable Court for the payment of all other just debts of said Charles Gesner and Maud Gesner, his wife and for such other and further uses as this Court might direct.

Provided nevertheless that before the above decree and order for sale shall become final in its nature and the said sale finally ratified and confirmed, that the Clerk of this Honorable Court shall insert in the Evening Capital, a daily newspaper printed and published in the city of Annapolis, Anne Arundel County, the usual order nisi as is published in 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 19th day of June next, to any one concerned, that the aforesaid private sale by Charles F. Lee Committee of the Person and Estate of Charles Gesner, a non compos mentis, will be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th day of June 1939.

Ridgely P. Melvin, Judge.

ORDER NISI.

Ordered, this 18th day of May, 1939, That the Private sale of the property mentioned in these proceedings made and reported by Charles F. Lee, Committee of the person and estate of Charles Gesner Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 19th 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 19th day of June next.

The report states that the amount of sales to be $10,000.00

John H. Hopkins, 3rd.,Clerk.

Annapolis, Md., June 20, 1939

Certificate of Publication

We hereby certify, that the annexed Order Nisi- Private Sale - Charles Gesner #7802 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 June, 1939. The first insertion being made the 19th day of May, 1939

The Capital-Gazette Press, Inc.

By H. L. Strange.

Ordered By The Court, This 20 th day of June, 1939 that the sale made and reported by the Committee 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 Committee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

In the Matter of the Estate

of

Charles Gesner, a non compos mentis.

No. 7802 Equity.

In the Circuit Court For

Anne Arundel County.

Petition of Committee for authority to execute bill of sale conveying fixtures to Mary E. Lloyd and order of Court thereon. --Filed June 20" 1939.

To the Honorable, the Judge of said Court:

The petition of Charles F. Lee, Committee, and Ella Maud Gesner, respectfully shows:

1. That heretofore, to wit: On the 8th day of February, 1939, Charles F. Lee, as attorney for Charles Gesner, and Ella Maud Gesner, his wife, entered into an agreement to sell to James A. Lloyd and Mary E. Lloyd, his wife, all that parcel of ground lying, being and situate in the Sixth Election District of Anne Arundel County, State of Maryland, and described therein as No. 217 Main Street, and known as the "Aul Building."

2. That subsequently, on the 26th day of April, 1939, Charles Gesner was adjudicated a person non compos mentis by an inquisition, which was on the aforesaid day confirmed, and in said confirmation, Charles F. Lee was duly appointed his Committee; and on the 12th day of May, 1939, a petition was filed in this Honorable Court by Charles F. Lee, as committee, requesting this Honorable Court to ratify and confirm the contract of sale of the aforesaid real estate at and for the sum of Ten Thousand ($10,000.00) Dollars.

3. That on the 20th day of June, 1939, this Honorable Court did decree that the private sale of the real estate described in the petition of the Committee be ratified and confirmed.

4. That in the course of the preparation of the deed and during the final settlement thereof it then and there became obvious to all parties concerned that a mistake had been made in the original written contract in that the barber shop equipment and fixtures located therein were erroneously omitted from the said contract of sale and the report of sale due to the fact that your Petitioner Charles F. Lee, who at the time of the execution of the contract was vested with a general power of attorney from Charles Gesner and Ella Maud Gesner, his wife, together with Ella Maud Gesner, thought that all that was necessary to pass the title to the personal property was for them to turn over the articles to the purchaser Mary E. Lloyd and therefore they thought it unneccessary and did not place the same in the contract of sale and moreover they entertained no idea that a legal proceedings would be had before they could pass a good title to both the realty and personalty, therefore, all parties now agree and do hereby agree that the aforesaid barber shop equipment and fixtures should have been included in the said agreement of sale.

5. That the full purchase price of the barber shop equipment has been fully paid and that there is no existing lien thereon and that there are no existing creditors of Charles Gesner and Ella Maud Gesner,wife, other than the amount due to one of your petitioners, to wit: Charles F. Lee, Committee.

Wherefore, your Petitioners prays:

That an order may be passed by this Honorable Court authorizing and directing the said Charles F. Lee, as Committee, to execute a bill of sale transferring to Mary E. Lloyd, all the right, title, interest and estate of the said Charles Gesner, or those claiming by, from or under him in and to the fixtures located in the barber shop at No. 217 Main Street, Annapolis, Md.

And as in duty bound, etc.

Charles F. Lee
Committee
Ella Maud Gesner.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that upon this 20th day of June, in the year 1939, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Charles F. Lee, Committee, and Ella Maud Gesner, and each made oath in due form of law that the matters and facts set forth in the aforegoing petition are true to the best of their knowledge and belief.

Witness my hand and seal Notarial.

(Notarial Seal) Mary M. Hoff,
Notary Public.

ORDER OF COURT.

Upon the aforegoing petition and affidavit, it is this 22nd day of June, in the year 1939, by the Circuit Court for Anne Arundel County, sitting in Equity, Ordered that Charles F. Lee, Committee of the person and estate of Charles Gesner, be and he is hereby authorized and directed to execute to Mary E. Lloyd, a bill of sale conveying to the said Mary E. Lloyd all the right, title, interest and estate of the said Charles Gesner, a non compos mentis, or of those claiming by, from or under him in and to all the fixtures and barber shop equipment located in the premises known as No. 217 Main Street, Annapolis, Maryland.

Ridgely P. Melvin, Judge.

In The Matter of the Mortgaged	:	No. 8051 Equity.
Real Estate of George T. Mules and	:	In The Circuit Court For
Martha Mules, his wife.	:	Anne Arundel County.

Mr. Clerk:-

Please docket this suit and file the original Mortgage.

James F. Thrift,
Atty for George A. Novak, Assignee of Mortgage, etc.

Enf

Original Mortgage -- Filed July 17th., 1940

This Mortgage, Made this 15th day of February, in the year one thousand nine hundred and twenty-eight, between George T. Mules and Martha Mules, his wife, of the county of Anne Arundel in the State of Maryland, Mortgagors, and the Samuel Ready Building Association of Baltimore City, a body corporate, duly incorporated, Mortgagee. Whereas the said George T. Mules and Martha Mules, his wife, being members of the said body corporate, have received therefrom an advance of Thirty-Nine Hundred Dollars, (which has been used in part payment of the purchase money for the hereinafter described property), on thirty (30), shares of its stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

Now, Therefore, This Mortgage Witnesseth, That in consideration of the premises and of one dollar, the said George T. Mules and Martha Mules, his wife, do grant unto Samuel Ready Building Association of Baltimore City, its successors and assigns, all those lots or par-

cels of ground situate and lying in Anne Arundel County, in the State of Maryland, and known as lots Nos. 438, 439 and 440 in Section "C", as shown on the new plan of "Ferndale Farms" duly recorded among the Plat Records of Anne Arundel County, in Plat Book G. W. No. 1, folio 234.

Being the same lots of ground which by Deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto, were granted and conveyed by The Ferndale Farms Corporation to the said Mortgagors.

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

To Have and to Hold the said lots of ground and premises unto the said Samuel Ready Building Association of Baltimore City, its successors and its assigns, in fee simple.

If, However, the said Mortgagors shall make the payments and perform the covenants on their part herein contained, then this Mortgage shall be void.

And The Said Mortgagors, for themselves, their heirs and assigns, covenant with the said Mortgagee, its successors and assigns to pay and perform as follows:: To pay the Mortgagee, its successors and assigns, the weekly sum of Seven Dollars and Fifty Cents ($7.50), as dues, at its every weekly meeting, until the said sum of Thirty-Nine Hundred Dollars ($3900.00), shall be repaid; And to pay at the same time, as interest and premium, in accordance with the By-Laws of the said Body Corporate, the weekly sum of Four Dollars and Fifty Cents ($4.50), until One Hundred and Thirty Dollars shall be repaid in weekly dues, when said weekly payments of interest and premium shall be reduced fifteen cents, and so on and as often as One Hundred and Thirty Dollars shall be so repaid in dues, the weekly payments of interest and premium shall be reduced fifteen cents; also to pay all taxes public dues, assessments and charges for which the property hereby mortgaged may become liable, when payable; also to pay all fines that may be imposed on them by the said Mortgagee in accordance with its act of incorporation, Constitution and By-Laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the Mortgagee, in some company acceptable to the said Mortgagee.

And it is agreed, that until default is made the said Mortgagors or their heirs assigns, may retain possession of the mortgaged property.

And it shall be lawful for the said Samuel Ready Building Association of Baltimore City, its successors and assigns, or David G. McIntosh, Jr., its Attorney or Agent, at any time after default in any of the conditions of the Mortgage shall have continued for thirty days, to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of fifty dollars and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property, ----------
---------- by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee,

its successors and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the Mortgagors, their heirs or assigns, or to whoever may be entitled to the same.

It is agreed that if this mortgage be paid off within six months from date of same, interest for the remaining part of said six months shall be paid by the Mortgagors.

Test: George T. Mules (Seal)

James H. Croggon Martha Mules (Seal)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that on this 15th day of February, in the year of one thousand nine hundred and twenty-eight before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared George T. Mules and Martha Mules, 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 R. Gorsuch, the President of the corporation aforesaid, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Witness my hand and Notarial Seal.

(Notarial Seal) James H. Croggon

Notary Public.

For value received the Samuel Ready Building Association of Baltimore City, a body corporate, hereby assigns the within mortgage to George A. Novak for purposes of foreclosure. Witness the corporate seal of said body Corporate attested by its Secretary and the signature of James F. Thrift, its Vice President.

Attest: Samuel Ready Building Association

David S. Hynes, (Corporate Seal) of Baltimore City.

Secretary. By James F. Thrift,

Vice President.

Received for Record 17th day of July, 1940, at 11:30, o'clock A. M. and the same day recorded in Liber F. S. R. No. 32, Fol 102, Land Records of Anne Arundel County.

John H. Hopkins, 3rd, Clerk.

George A. Novak, Assignee of Mortgage No. 8051 Equity.

Vs. In The Circuit Court For

George T. Mules and Martha Mules, his Wife. Anne Arundel County.

Bond -- Filed & Approved 13" August, 1940. John H. Hopkins, 3rd., Clerk.

Know All Men by These Presents:

That we George A. Novak, Baltimore, Maryland, Assignee of Mortgage, as Principal, and Indemnity Insurance Company of North America, a Corporation of the State of Pennsylvania, Philadelphia, Pennsylvania, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand and 00/100 Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 12th day of August, in the year nineteen hundred and forty.

Whereas, the above George A. Novak by virtue of the power contained in a mortgage from George T. Mules and Martha Mules, his wife, to Samuel Ready Building Association of Baltimore City bearing date the 15th day of February nineteen hundred and twenty eight and recorded among the Mortgage Records of Anne Arundel County in Liber F. S. R. No. 32 Folio 100 and George A. Novak 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 George A. Novak 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 Frank O. Buchman as to both

(Corporate Seal)

George A. Novak (Seal)

Indemnity Insurance Company of North America.

By: Richard P. Henneberger

Attorney-in-Fact.

In The Matter of the Sale of the Mortgaged Real Estate of George T. Mules and Martha Mules, his wife.

No. 8051 Equity.

In The Circuit Court For Anne Arundel County.

Mortgage Claim -- Filed Aug. 13" 1940

Statement of the Mortgage Claim of Samuel Ready Building Association of Baltimore City, a body corporate, under the mortgage from George T. Mules and Martha Mules, his wife, to said body corporate, dated February 15, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 32, folio 100, &c.

Amount of Mortgage Loan	$3,900.00
Less Amount Paid on Account	1,932.45
Balance due	$1,967.55

State of Maryland, Baltimore City, to wit:-

I Hereby Certify, That on this 18th day of July, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared David S. Hynes, Treasurer of Samuel Ready Building Association of Baltimore City, and made oath in due form of law that there is justly due and owing by the above named Mortgagors to said body corporate the sum of One Thousand Nine Hundred Sixty-seven Dollars and Fifty five Cents ($1,967.55) as set forth in the aforegoing statement, and that said statement is true and accurate to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal)

Guy B. Brown,
Notary Public.

In the Matter of the Sale of the Mortgaged Real Estate of George T. Mules and Martha Mules,his wife.

No. 8051 Equity.

In The Circuit Court For Anne Arundel County.

Report of Sale -- Filed Aug. 15th., 1940.

To The Honorable, The Judge of the Circuit Court For Anne Arundel County:

The Report of Sale of George A. Novak, Assignee of Mortgage, in the proceedings in above cause mentioned, respectfully shows, that after giving bond with security for the faitnful 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 inserted in the Evening Capital, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Assignee did, pursuant to said notice, on Tuesday, the 13th day of August, 1940, at 10 o'clock a. m., attend at the Court House door and then and there sold unto Samuel Ready Building Association of Baltimore City, a body corporate, for Fifteen Hundred Dollars ($1500.00), it being then and there the highest bidder therefor, the property described in the following advertisement, viz:

George A. Novak,

Assignee of Mortgage.

Attorney's Sale of Land and Dwelling

Situate and lying in the Fifth Election District of Anne Arundel County, Maryland, at Ferndale in said District.

Under and by virtue of the power and authority contained in a Mortgage from George T. Mules and Martha Mules, his wife, to Samuel Ready Building Association of Baltimore City, a body corporate, dated February 15, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 32, folio 100, which said mortgage has been duly assigned to George A. Novak for purposes of foreclosure (default in the terms of said mortgage having occurred) the undersigned, Assignee of said mortgage, will offer at Public Sale at the Court House door on Tuesday, August 13th, 1940 at 10 o'clock A. M., the property in said Mortgage described:

Being known as Lots Nos. 438, 439 and 440, in Section "C", as shown on the new plan of "Ferndale Farms" duly recorded among the Plat Records of Anne Arundel County, in Plat Book G. W. No. 1, folio 234; said property being on the north side of Eugenia Avenue east of Glenmont Avenue; improved by a two story shingle cottage with modern improvements.

Terms of Sale:--Two Hundred Dollars ($200.00) cash at time of sale, balance in cash with interest, on ratification of sale by Court.

Taxes and all other public dues and charges to be adjusted to day of sale.

George W. Scible, Auctioneer.

George A. Novak,Assignee,

543 Calvert Bldg., Baltimore, Md.

State of Maryland, Baltimore City, to wit:-

I Hereby Certify, That on this 14th day of August, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared George A. Novak, Assignee of Mortgage, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal) James F. Thrift,

Notary Public.

ORDER NISI.

Ordered, this 15th day of August, 1940, That the sale of the property mentioned in these proceedings made and reported by George A. Novak, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 16th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of September next.

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

John H. Hopkins, 3rd.,Clerk.

Certificate of Publication Annapolis, Md., September 17, 1940

We hereby certify, that the annexed Order Nisi - Sale - Mules #8051 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 16th day of September, 1940. The first insertion being made the 16th day of August, 1940.

The Capital-Gazette Press, Inc.

By H. L. Strange.

Ordered By The Court, This 17th day of Sept. 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.

In the Matter of the Sale of the Mortgaged Real Estate of George T. Mules and Wife.

No. 8051 Equity.
In The Circuit Court For
Anne Arundel County.

Auditor's Report and Account. --Filed Oct. 17th., 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 George T. Mules and Martha Mules, his wife in ac. with George A. Novak, Assignee.

To Assignee for fee	$50.00	$
To Assignee for commissions	76.50	126.50
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- costs	11.65	
Auditor	9.00	30.65
To Assignee for Expenses, viz:		

To Amount brought forward			$157.15
To Capital-Gazette Press - advertising sale order nisi on		$30.00	
Capital-Gazette Press - report of sale order nisi on		5.00	
Capital-Gazette Press - auditor's acct.		5.00	
Lauber & Roloson, Inc. - bond premium		10.00	
George W. Scible - auctioneer		10.00	
Clerk of Court - recording assignment		.75	
One-half Federal revenue stamps		.83	
One-half State revenue stamps		.75	
Notary fees		.50	62.83
To Assignee for Taxes, viz:			
1940 State and County taxes (61.03-adj)			37.62
To Assignee for Benefit Charges, viz:			
Anne Arundel County Sanitary Comm. -water service			4.00
To Samuel Ready Building Ass'n of Baltimore City, mortgagor - this balance on account mortgage claim			1,238.40
			$1.500.00

Amount of mortgage claim filed	$1,967.55	
Cr. Amount allowed as above personam	1,238.40	
Balance subject to decree in	$ 729.15	
Cr. Aug. 13, 1940 Proceeds of Sale		$1,500.00

ORDER NISI.

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

John H. Hopkins,3rd.,Clerk.

Certificate of Publication Annapolis, Md., Nov. 8, 1940

We hereby certify, that the annexed Order Nisi - Aud. Acct. - Eq. 8051 - George F. Mules 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 18th day of November, 1940. The first insertion being made the 18th. day of October, 1940.

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

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 11th day of December, 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. 8052 Equity.
Mortgaged Real Estate of the Ferndale : In the Circuit Court For
Farms Corporation, a body corporate. : Anne Arundel County.

Mr. Clerk:

Please docket this suit and file the original Mortgage

John F. Thrift,
Attorney named in Mortgage

Original Mortgage -- Filed July 17th., 1940

This Mortgage, Made this 2nd day of February, in the year one thousand nine hundred and twenty-five, between The Ferndale Farms Corporation, a body corporate, duly incorporated under the laws of the State of Maryland, Mortgagor, and the Samuel Ready Building Association of Baltimore City, a body corporate, duly incorporated, Mortgagee. Whereas the said Mortgagor being a member of the said body corporate, has received therefrom an advance of Twenty-six Hundred Dollars, on twenty shares of its stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

Now, Therefore, This Mortgage Witnesseth, That in consideration of the premises and of one dollar, the said The Ferndale Farms Corporation, does grant unto Samuel Ready Building Association of Baltimore City, its successors and its assigns, all those lots of ground situate and lying in the County of Anne Arundel, State of Maryland, and known as lots numbers 432, 433 and 434, in Section "C" on the new plan of "Ferndale Farms", duly recorded among the Plat Records of Anne Arundel County in Plat Book G. W. No. 1, folio 234. Ex

Being part of the whole tract of land which by Deed dated May 20, 1913, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 97, folio 450, was granted and conveyed by David G. McIntosh, Jr., et al, to the said The Ferndale Farms Corporation.

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

To Have and to Hold the said lots of ground and premises unto the said Samuel Ready Building Association of Baltimore City, its successors and its assigns in fee simple.

If However, the said Mortgagor shall make the payments and perform the covenants on its part herein contained, then this Mortgage shall be void.

And the said Mortgagor for itself, its successors and assigns covenants with the said Mortgagee, its successors and assigns, to perform, as follows, that is to say:

To pay the said Mortgagee, its successors and assigns, weekly, at its regular weekly meeting place, the sum of twenty-five cents as dues, and fifteen cents as interest upon each of said twenty shares of stock, and to continue such payments until the said twenty shares of stock shall be fully paid; provided that a reduction of fifteen cents in said weekly interest be made upon the complete payment of each share as aforesaid, clear of all losses and liabilities; Also to pay all water rent and taxes and all other public dues, charges and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; also to pay all fines that may be imposed on it by the said Mortgagee in accordance with its acts of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the said Mortgagee, in some company acceptable to the said Mortgagee to the extent of its lien thereon, and

to deliver the policy to the said Mortgagee

And it is agreed, that until default is made the said Mortgagor or its assigns, may retain possession of the mortgaged property.

And it shall be lawful for the said Samuel Ready Building Association its successors and assigns, of Baltimore City or by James F. Thrift, its Attorney or Agent, at any time after default in any of the conditions of the Mortgage shall have continued for thirty days, to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay the debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the manner following, viz.; upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of fifty dollars and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the Mortgagor, its successors or assigns, or to whoever may be entitled to the same.

Witness the corporate seal of The Ferndale Farms Corporation, and the signature of Marion G. Dinsmore, the President thereof.

Test: The Ferndale Farms Corporation

George A. Novak By Marion G. Dinsmore, President.

State of Maryland, Baltimore City, to wit:

I Hereby Certify, that on this 2nd. day of February, in the year of one thousand nine hundred and twenty-five, before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Marion G. Dinsmore, President of The Ferndale Farms Corporation, the Mortgagor named in the aforegoing Mortgage, and he acknowledged the aforegoing Mortgage to be its act. At the same time also appeared George R. Gorsuch, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

As Witness my hand and Notarial Seal.

(Notarial Seal) Guy B. Brown,

Notary Public.

James F. Thrift No. 8052 Equity.

Vs. In The Circuit Court For

The Ferndale Farms Corporation. Anne Arundel County.

Bond -- Filed & Approved 13" August, 1940. John H. Hopkins, 3rd.,Clerk.

Know All Men by These Presents:

That we James F. Thrift, Calvert Building, Baltimore, Maryland, as Principal, and

Indemnity Insurance Company of North America, a Corporation of the State of Pennsylvania, Philadelphia, Pennsylvania, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand and 00/100 Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 12th day of August, in the year nineteen hundred and forty.

Whereas, the above bounden James F. Thrift by virtue of the power contained in a mortgage from The Ferndale Farms Corporation to Samuel Ready Building Association of Baltimore City bearing date the 2nd day of February nineteen hundred and twenty-five and recorded among the Mortgage Records of Anne Arundel County in Liber W. N. W. No. 83 Folio 118 and James F. Thrift is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now The Conditions Of This Obligation Are Such:

That if the above bounden James F. Thrift do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed, and Delivered
in the presence of (Corporate Seal)
Frank O. Buchman As to both

James F. Thrift (Seal)
Indemnity Insurance Company of
North America.
By: Richard P. Henneberger
Attorney-in-Fact.

In the Matter of the Sale of the
Mortgaged Real Estate of the
Ferndale Farms Corporation.

No. 8052 Equity.
In the Circuit Court For
Anne Arundel County.

Mortgage Claim. -- Filed Aug. 13, 1940

Statement of the Mortgage Claim of Samuel Ready Building Association of Baltimore City, a body corporate, under the mortgage from The Ferndale Farms Corporation, a body corporate, to said Samuel Ready Building Association of Baltimore City, a body corporate, dated February 2, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 83, folio 118, &c.

Amount of Mortgage Loan	$2600.00
Less Amount Paid On Account	767.26
Balance Due	$1832.74

State of Maryland, Baltimore City, to wit:-

I Hereby Certify, That on this 18th day of July, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared David S. Hynes, Treasurer of Samuel Ready Building Association of Baltimore City, and made oath in due form of law that there is justly due and owing by the above named Mortgagor to said body corporate, the sum of One Thousand Eight Hundred Thirty-two Dollars and Seventy-four Cents ($1,832.74) as set forth in the aforegoing statement, and that said statement is

true and accurate to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal) Guy B. Brown,
Notary Public.

In The Matter of the Sale of the Mortgaged Real Estate of the Ferndale Farms Corporation, a body corporate. — No. 8052 Equity. In The Circuit Court For Anne Arundel County.

Report of Sale. -- Filed Aug. 15, 1940.

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

The Report of Sale of James F. Thrift, Attorney named in Mortgage, in the proceedings in above cause mentioned, respectfully shows, that 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 inserted in the Evening Capital, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Attorney named in Mortgage did, pursuant to said notice, on Tuesday, the 13th day of August, 1940, at 10 o'clock a.m., attend at the Court House door and then and there sold unto Samuel Ready Building association of Baltimore City, a body corporate, for Fifteen Hundred Dollars ($1500.00), it being then and there the highest bidder therefor, the following described property:

Being known as Lots Nos. 432, 433 and 434, in Section "C" as shown on the new plan of "Ferndale Farms", duly recorded among the Plat Records of Anne Arundel County in Plat Book G. W. No. 1, folio 234; said property being on the north side of Eugenia Avenue east of Glenmont Avenue; improved by a two story shingle cottage with modern improvements.

Terms of Slae: Two Hundred Dollars ($200.00) cash at time of sale, balance in cash, with interest, on ratification of sale by Court.

Taxes and all other public dues and charges to be adjusted to day of sale.

James F. Thrift,
Attorney named in Mortgage.

State of Maryland, Baltimore City, to wit:-

I Hereby Certify, That on this 14th day of August, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared James F. Thrift, Attorney named in Mortgage, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal) Guy B. Brown,
Notary Public.

ORDER NISI.

Ordered, this 15th day of August, 1940, That the sale of the property mentioned in these proceedings made and reported by James F. Thrift, Attorney, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 16th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of September next.

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

John H. Hopkins, 3rd.,Clerk.

Certificate of Publication Annapolis, Md., September 17, 1940

We hereby certify, that the annexed Order Nisi - Sale - Ferndale Farms Corp. #8052 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 16th day of September, 1940. The first insertion being made tne 16th day of August, 1940.

The Capital-Gazette Press, Inc.

By H. L. Strange.

Ordered By The Court, This 17th day of Sept. 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.

In the Matter of the Sale of the Mortgaged Real Estate of The Ferndale Farms Corporation, a body corporate.

No. 8052 Equity.

In The Circuit Court For Anne Arundel County.

Auditor's Report and Account. -- Filed Oct. 17th., 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 The Ferndale Farms Corporation, a body corporate in ac. with James F. Thrift, Attorney.

To Attorney for fee	$50.00	$
to Attorney for commissions	76.50	126.50

To Attorney for Court costs, viz;

Plaintiff's Solisitor's appearance fee	10.00	
Clerk of Court - costs	11.65	
Auditor	9.00	30.65

To Attorney for Expenses, viz:

Capital-Gazette Press - advertising sale order nisi on	28.75	
Capital-Gazette Press - report of sale order nisi on	5.00	
Capital-Gazette Press - auditor's Acct.	5.00	
George W. Scible - auctioneer	10.00	
Lauber & Roloson, Inc. - bond premium	10.00	
One-half Federal revenue stamps	.83	
One-half State revenue stamps	.75	
Guy B. Brown - notary fees	.50	60.83

To Amount brought forward	$	$217.98
To Attorney for Taxes viz:		
1940 State and County taxes ($54.90-adj)		33.84
To Attorney for Benefit Charges, viz:		
Anne Arundel County Sanitary Comm - water service		5.80
To Samuel Ready Building Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim		1,242.38
		$1,500.00

Amount of mortgage claim filed	$1,832.74	
Cr. Amount allowed as above	1,242.38	
Balance subject to decree in personam	$ 590.36	
Cr. Aug. 13, 1940 Proceeds of Sale		$1500.00

ORDER NISI.

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

John H. Hopkins, 3rd Clerk.

Certificate of Publication Annapolis, Md., Nov 8, 1940

We hereby certify, that the annexed Order Nisi - Eq. 8052 - Aud. Acct. - Ferndale Farms Corporation 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 18th day of November, 1940. The first insertion being made the 18th day of October, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 11th day of December, 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 Mort- : No. 8053 Equity.
gaged Real Estate of The Ferndale Farms : In The Circuit Court For
Corporation, a body corporate. : Anne Arundel County.

Mr. Clerk:

Please docket this suit & file original Mortgage etc.

James F. Thrift,
Attorney named in Mortgage.

Original Mortgage -- Filed July 17th., 1940.

This Mortgage, Made this 14th day of July, in the year one thousand nine hundred and twenty-five between The Ferndale Farms Corporation, a body corporate, of the State of Maryland, Mortgagor, and the Samuel Ready Building Association of Baltimore City, a body corporate, duly incorporated, Mortgagee. Whereas the said Mortgagor being a member of the said body corporate, has received therefrom an advance of Twenty- six Hundred Dollars, on twenty shares of its stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

Ex

Now, Therefore, This Mortgage Witnesseth, That in consideration of the premises and of one dollar, the said The Ferndale Farms Corporation, does grant unto Samuel Ready Building Association of Baltimore City, its successors and its assigns, all those lots or parcels of ground situate and lying in the County of Anne Arundel, State of Maryland, and known as lots seventy-nine (679), six hundred and eighty (680), and six hundred and numbered six hundred and eighty-one (681), in Section "C", as shown on the plat called New Plan of Ferndale Farms, dated June 17, 1921, and recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. No. 1, folio 234, &c.

Being part of the land which by Deed dated May 20, 1913, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 97, folio 450, &c., was granted and conveyed by David G. McIntosh, Jr., et al, to The Ferndale Farms Corporation.

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

To Have and to Hold the said lots of ground and premises unto the said Samuel Ready Building Association of Baltimore City, its successors and its assigns, in fee simple.

If However, the said Mortgagor shall make the payments and perform the covenants on its part herein contained, then this Mortgage shall be void.

And the said Mortgagor for itself, its successors and assigns covenants with the said Mortgagee, its successors and assigns, to perform, as follows: that is to say:

To pay the said Mortgagee, its successors and assigns, weekly, at its regular weekly meeting place, the sum of twenty-five cents as dues, and fifteen cents as interest upon each of said twenty shares of stock, and to continue such payments until the said twenty shares of stock shall be fully paid; provided that a reduction of fifteen cents in said weekly interest be made upon the complete payment of each share as aforesaid, clear of all losses and liabilities; Also to pay all water rent and taxes and all other public dues, charges and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; also to pay all fines that may be imposed on said Mortgagor by the said Mortgagee in accordance with its acts of incorporation, constitution and by-laws, and to

keep the improvements on the said ground fully insured from loss by fire, for the use of the said Mortgagee, in some company acceptable to the said Mortgagee to the extent of its lien thereon, and to deliver the policy to the said Mortgagee.

And it is agreed, that until default is made the said Mortgagor or its assigns, may retain possession of the mortgaged property.

And it shall be lawful for the said Samuel Ready Building Association of Baltimore City, its successors and assigns, or by James F. Thrift, its Attorney or Agent, at any time after default in any of the conditions of the Mortgage shall have continued for thirty days to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay the debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of fifty dollars and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the Mortgagor, its successors or assigns, or to whoever may be entitled to the same. It is agreed that if this mortgage shall be paid off within six months from date of same, interest for the remaining part of said six months shall be paid by the Mortgagor.

Witness the corporate seal of The Ferndale Farms Corporation, and the signature of Marion G. Dinsmore, the President thereof.

Test: James F. Thrift.

The Ferndale Farms Corporation

By Marion G. Dinsmore

President.

State of Maryland, Baltimore City, to wit:

I Hereby Certify, that on this 14th day of July, in the year of one thousand nine hundred and twenty-five, before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Marion G. Dinsmore, President of The Ferndale Farms Corporation, the Mortgagor named in the aforegoing Mortgage, and he acknowledged the aforegoing Mortgage to be its act. At the same time also appeared George R. Gorsuch, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Witness my hand and Notarial Seal.

(Notarial Seal) James F. Thrift

Notary Public.

James F. Thrift

Vs.

The Ferndale Farms Corporation

No. 8053 Equity.

In the Circuit Court For

Anne Arundel County.

Bond -- Filed & Approved 13" August, 1940. John H. Hopkins, 3rd., Clerk.

Know All Men by These Presents:

That we James F. Thrift, Calvert Building, Baltimore, Maryland, as Principal, and Indemnity Insurance Company of North America, a Corporation of the State of Pennsylvania, Philadelphia, Pennsylvania, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand and 00/100 Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 12th day of August, in the year nineteen hundred and forty.

Whereas, the above bounden James F. Thrift by virtue of the power contained in a mortgage from The Ferndale Farms Corporation to Samuel Ready Building Association of Baltimore City bearing date the 14th day of July nineteen hundred and twenty five and recorded among the Mortgage Records of Anne Arundel County in Liber W. M. B. No. 9 Folio 314 and James F. Thrift is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now The Conditions Of This Obligation Are Such:

That if the above bounden James F. Thrift do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed, and Delivered
in the presence of (Corporate Seal)
Frank O. Buchman, As to both.

James F. Thrift (Seal)
Indemnity Insurance Company
of North America.
By: Richard P. Henneberger,
Attorney-in-Fact.

In the Matter of the Sale of the Mortgaged Real Estate of the Ferndale Farms Corporation.

No. 8053 Equity.
In The Circuit Court For
Anne Arundel County.

Mortgage Claim. -- Filed Aug. 13, 1940.

Statement of the Mortgage Claim of Samuel Ready Building Association of Baltimore City, a body corporate, under the mortgage from The Ferndale Farms Corporation, a body corporate, to said Samuel Ready Building Association of Baltimore City, a body corporate, dated July 14, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 9, folio 314,&c

Amount of Mortgage Loan	$2,600.00
Less Amount Paid On Account	695.26
Balance Due	$1,904.74

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

I Hereby Certify, That on this 18th day of July 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared David S. Hynes, Treasurer of Samuel Ready Building Association of Baltimore City, and made oath

in due form of law that there is justly due and owing by the above named Mortgagor to said body corporate the sum of One Thousand Nine Hundred Four Dollars and Seventy-four Cents ($1,904.74) as set forth in the aforegoing statement, and that said statement is true and accurate to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal) Guy B. Brown,
Notary Public.

In The Matter of the Sale of the Mortgaged Real Estate of the Ferndale Farms Corporation, a body corporate.

No. 8053 Equity.
In The Circuit Court For
Anne Arundel County.

Report of Sale -- Filed Aug. 15, 1940.

To The Honorable, The Judge Of The Circuit Court For Anne Arundel County:-

The Report of Sale of James F. Thrift, Attorney named in Mortgage, in the proceedings in above cause mentioned, respectfully shows, that 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 inserted in the Evening Capital, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Attorney named in Mortgage did, pursuant to said notice, on Tuesday, the 13th day of August, 1940, at 10 o'clock a. m., attend at the Court House door and then and there sold unto Samuel Ready Building Association of Baltimore City, a body corporate, for Fifteen Hundred Dollars ($1500.00), it being then and there the highest bidder therefor, the property described in the following advertisement, viz:

James F. Thrift,
Attorney named in Mortgage.

Attorney's Sale of Land and Dwelling

Situate and lying in the Fifth Election District of Anne Arundel County, Maryland, at Ferndale, in said District.

Under and by virtue of the power and authority contained in a Mortgage from the Ferndale Farms Corporation, a body corporate, to Samuel Ready Building Association of Baltimore City, a body corporate, dated July 14, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 9, folio 314, as attorney named in said Mortgage in case of default, I will offer at Public Sale at the Court House door on Tuesday, August 13th, 1940, at 10 o'clock A. M., the property in said Mortgage described:

Being known as Lots Nos. 679, 680, 681, in Section "C", as shown on the new plan of "Ferndale Farms," duly recorded among the Plat Records of Anne Arundel County in Plat Book W. N. W. No. 1, Folio 234; said property being on Baltimore Avenue, second house south of Eugenia Avenue; improved by a two-story shingle cottage with modern improvements.

Terms of Sale: Two Hundred Dollars ($200.00) cash at time of sale, balance in cash, with interest, on ratification of sale by Court.

Taxes and all other public dues and charges to be adjusted to day of sale.

Geo. W. Scible,
Auctioneer.

James F. Thrift
Attorney Named in Mortgage
Calvert Bldg. Baltimore, Md.

State of Maryland, Baltimore City, to wit:-

I Hereby Certify, That on this 14th day of August, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared James F. Thrift, Attorney named in Mortgage, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal) Guy B. Brown,
Notary Public.

ORDER NISI.

Ordered, this 15th day of August, 1940, That the sale of the property mentioned in these proceedings made and reported by James F. Thrift, Attorney, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 16th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of September next.

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

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., September 17, 1940.

We hereby certify, that the annexed Order Nisi - Sale- Ferndale Farms Corp. #8053 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 16th day of September, 1940. The first insertion being made the 16th day of August, 1940.

The Capital-Gazette Press, Inc.
By H. L. Strange

Ordered By The Court, This 17th day of Sept. 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.

In the Matter of the Sale of the Mortgaged Real Estate of The Ferndale Farms Corporation, a body corporate. No. 8053 Equity. In The Circuit Court For Anne Arundel County.

Auditor's Report and Account -- Filed Oct. 17th., 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 The Ferndale Farms Corporation, a body corporate in ac. with James F. Thrift, Attorney.

To Attorney for fee	$50.00	$
To Attorney for commissions	76.50	126.50
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	11.65	
Auditor	9.00	30.65

To Amount brought forward	$	$157.15
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale order nisi on	28.75	
Capital-Gazette Press - report of sale order nisi on	5.00	
Capital-Gazette Press - auditor's acct.	5.00	
Lauber & Roloson, Inc. - bond premium	10.00	
George W. Scible - auctioneer	10.00	
One-half Federal revenue stamps	.83	
One-half State revenue stamps	.75	
Guy B. Brown - notary fees	.50	60.83
To Attorney for Taxes, viz:		
1940 State and County taxes ($54.90-adj)		33.84
To Attorney for Benefit Charges, viz:		
Anne Arundel County Sanitary Comm. - water service	5.50	
To Samuel Ready Building Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	1,242.68	
	$1,500.00	

Amount of mortgage claim filed	$1,904.74
Cr. Amount allowed as above	1,242.68
Balance subject to decree in personam	$ 662.06

Cr. Aug. 13, 1940 Proceeds of Sale $1,500.00

ORDER NISI.

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

John H. Hopkins, 3rd.,Clerk.

Certificate of Publication Annapolis, Md., Nov. 8.,1940

We hereby certify, that the annexed Order Nisi - Eq. 8053 - Aud. Acct. - Ferndale Farms Corp. 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 18th day of November, 1940. The first insertion being made the 18th day of October, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 11th day of December, 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.

Amelia C. Davis, Herbert L. Davis,Sr., her husband, vs: Horatio B. Hollifield, Mary Virginia Hollifield, his wife, John H. Quinn, Elizabeth Harris Quinn, his wife, Katharine Scudder, Edward Scudder, her husband, et al.	No. 7940 Equity. In The Circuit Court For Anne Arundel County.

Mr. Clerk:

Please docket this suit.

R. Tilghman Brice,111,

Solicitor for Plaintiffs.

Bill of Complaint. -- Filed January 19th., 1940.

To the Honorable, the Judges of said Court:

Your Orators complaining say:

First: That your Orator, Amelia C. Davis, wife of Herbert L. Davis, Sr., and formerly being Amelia C. Mather, is the owner of a certain tract of land lying and being in the Second Election District of Anne Arundel County, State of Maryland, and containing 8.35 acres of land, more or less, and more particularly described in a Deed from Leonard J. Mather, now deceased, to Amelia C. Mather, dated August 14, 1933, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 114, folio 77, a certified copy of said Deed being filed herewith and marked "Plaintiffs' Exhibit No. 1," and prayed to be taken as a part hereof.

Second: That the particular tract mentioned in.Paragraph One of this Bill of Complaint, and other property, was conveyed by Nicholas Brewer and Harriett C. B. Brewer, his wife, to Horatio N. Hollifield, by Deed dated September 12, 1894, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 48, folio 156; the said Horatio N. Hollifield having departed this life testate in or about the year 1894, his said Will having been probated in the Court of Ordinary, Sandersville, County of Washington, State of Georgia, a certified copy of said Will having been filed in the Orphans' Court of Anne Arundel County in Liber Wills O. B. D. No. 3, folio 182, a certified copy thereof being filed herewith and marked "Plaintiffs' Exhibit No. 2," and prayed to be taken as a part hereof.

Third: In and by said Last Will and Testament of Horatio N. Hollifield, he devised all of his estate, real and personal of which he died seized and possessed, to his wife, Clara P. Hollifield, for life, (the said Clara P. Hollifield having departed this life in or about the year 1923) and the said Will further provided that upon the death of the said Clara P. Hollifield, the estate should be divided into two equal parts and devised one to the Testator's daughter, Mamie Quinn for and during her life and at her death to her children living; the other

half the Testator devised to his son, Dr. Horatio B. Hollifield, for life, and at his death to his children, providing further that in the event he had no children, then his share should go to the children of Mrs. Mamie Quinn; and providing further that should her children be dead, her portion should go to the children of Horatio B. Hollifield, and providing further that if the children of the said Mamie Quinn be dead and the said Horatio B. Hollifield have no children, then the estate should go to the children of the Testator's brother, Reverend Ambrose M. Hollifield.

Fourth: The said Mamie Quinn departed this life in or about the year 1931, leaving surviving her one son, John H. Quinn who intermarried in or about the year 1912 with one Elizabeth Harris Quinn, both of whom are now living, and have two daughters, Mary Quinn Arnold who has intermarried with Hugh Arnold, and Julia Quinn, unmarried.

Fifth: The Defendant, Horatio B. Hollifield intermarried with Mary Virginia Hollifield, both of whom are now living and they have no children.

Sixth: The Reverend Ambrose M. Hollifield, departed this life in or about the year 1900 leaving surviving him four children, Annie H. Briggs who departed this life, testate, in or about the year 1938, and by her last Will and Testament devised all of her property to her husband, Frankland Briggs; Mary H. Nicholson who departed this life in or about the year ___, leaving no children surviving her; Katharine Scudder who intermarried with one Edward Scudder, both of whom are now living and have three children; and Nelson Hollifield who departed this life intestate, leaving no children.

Seventh: Clara P. Hollifield, widow of Horatio N. Hollifield, deceased, Mary F. Quinn, widow, in their lifetime, and John H. Quinn, son of Mary F. Quinn, by Deed dated February 16, 1921, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 41, folio 27, conveyed their interest in the property hereinabove mentioned to Horatio B. Hollifield, a certified copy of said Deed being filed herewith and marked "Plaintiffs' Exhibit No. 3," and prayed to be taken as a part hereof.

Eighth: Horatio B. Hollifield and Mary Virginia Hollifield, his wife, by Deed dated the 29th day of July, 1921, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 42, folio 483, conveyed the property hereinabove mentioned to Leonard J. Mather, and by Deed dated December 14, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 56, folio 400, the said Horatio B. Hollifield and Mary Virginia Hollifield, his wife, conveyed to Leonard J. Mather a right-of-way from the property hereinabove mentioned through the adjoining tract to the public road.

Ninth: The said Leonard J. Mather by Deed dated August 14, 1933, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 114, folio 77, a certified copy of said Deed having been heretofore filed as "Plaintiffs' Exhibit No. 1," conveyed said property to Amelia C. Mather, now Amelia C. Davis.

Tenth: The property hereinabove mentioned has been subdivided into lots, a copy of the plat being filed herewith and marked "Plaintiffs' Exhibit No. 4," and prayed to be taken as a part hereof, but said lots have never been cleared and are considerably grown up.

Eleventh: Said property is improved by a cottage, log cabin, servants' quarters and a boat house.

Twelfth: That your Complainants have recently secured a purchaser for said tract at

and for the sum of Two Thousand Eight Hundred ($2,800.00) Dollars, and have executed a Contract of Sale for the same, a copy of said Contract of Sale being filed herewith and marked "Plaintiffs' Exhibit No. 5," and prayed to be taken as a part hereof.

Thirteenth: That your Complainants were under the impression that they held a good and marketable, fee simple title to the property, but upon having the title examined to the property, they have been advised that title to the property is not good and marketable, owing to certain provisions in the Will of the said Horatio N. Hollifield in that certain contingencies as provided in said Will have not happened.

Fourteenth: That all of the parties to these proceedings are adults and of age.

Fifteenth: That all of the parties to these proceedings, Plaintiffs and Defendants, constitute all of the parties who have or may have any interest in and to the property referred to herein under the provisions of the Last Will and Testament of Horatio N. Hollifield, deceased.

Sixteenth: That it is to the advantage and benefit of the parties to these proceedings, both Plaintiff and Defendant, and to the advantage and benefit of all persons concerned in said property under the terms, provisions and limitations of the last Will and Testament of the said Horatio N. Hollifield, deceased, that said property be sold, and the Contract of Sale hereinbefore referred to be finally ratified and confirmed, and that the proceeds of sale arising therefrom, after payment of all expenses incident to said sale and the costs of this proceedings, be divided among the parties entitled thereto, or re-invested, as the Court may determine and direct.

TO THE END, THEREFORE:

1. That this Honorable Court pass an Order authorizing and directing the sale of the said property mentioned hereinabove to David S. Jenkins upon the terms and conditions as set forth in said Contract of Sale, and appoint a Trustee to convey the said property by a good and marketable title to the said David S. Jenkins upon the payment of the purchase price as set forth in said Contract of sale, the said Trustee to hold the said purchase price subject to the further Order of this Court.

2. That your Complainants may have such further and other relief as their case may require.

3. And may it please your Honors to grant unto your Orators the Order of Publication, giving notice to:

Horatio B. Hollifield and Mary Virginia Hollifield, his wife, of Toronto Apartments, Washington, District of Columbia.

John H. Quinn and Elizabeth Harris Quinn, his wife.

Katharine Scudder and Edward Scudder, her husband, "Newark News", Newark, New Jersey.

Frankland Briggs, 540 Broad Street, Neward, New Jersey.

Mary Quinn Arnold and Hugh Arnold, Barnesville, Georgia.

Julia Quinn.

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 Plaintiff.

Amelia C. Davis
Herbert L. Davis, Sr.

District of Columbia, to-wit:

I Hereby Certify, That on this second day of January in the year nineteen hundred and forty, before me, the subscriber, a Notary Public of the District of Columbia, in and for said District, personally appeared Amelia C. Davis, and Herbert L. Davis, Sr., her husband, 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 the best of their knowledged and belief.

As witness my hand and Notarial Seal.

(Notarial Seal) Charles G. Hubbard

My Commission expires March 15, 1943. Notary Public,D.C.

Amelia C. Davis, Herbert L. Davis, Sr., No. 7940 Equity.

Vs. In The Circuit Court For

Horatio B. Hollifield, et al. Anne Arundel County.

Plaintiffs' Exhibit No. 1." -- Filed January 19th., 1940.

(Int Rev. Stamp $5.00)

This Deed, made this 14 day of August in the year of our Lord one thousand nine hundred and thirty-three, by and between Leonard J. Mather of Washington, District of Columbia, party of the first part; and Amelia C. Mather his wife, of the same place party of the second part.

Witnesseth, That for and in consideration of the sum of Five Thousand and ($5000.00) Dollars, lawful money of the United States of America to him paid by the said party of the second part, the receipt whereof is hereby acknowledged, the said party of the first part hereto has granted, bargained, sold, released and conveyed, and by these presents does grant bargain and sell, release and convey unto the said party of the second part her heirs and assigns forever in fee simple.

All that tract of land situate lying and being in the Second Election District, of Anne Arundel County, State of Maryland, consisting of eight and thirty-five hundredths (8.35) acres of land located on the Severn River or "Little Round Bay" and being the same land and premises described in that certain deed from Horatio B. Hollifield and Mary V. Hollifield his wife, to Leonard J. Mather, dated July 29, 1921, and recorded August 4 1921, in Liber No. W. N. W. 42, ---- records of said Anne Arundel County, and being part of that certain tract of land granted and conveyed by deed dated February 16, 1921, to said Horatio B. Hollifield and Mary V. Hollifield, his wife, by Clara P. Hollifield and others recorded in the Land Records of Anne Arundel County in Liber F. S. R. No. 42, folio 483, also the perpetual right to use the Road leading from public highway to said property, which right was granted and conveyed to said Leonard J. Mather, party of the first part hereto; by deed dated December 14, 1922, from Horatio B. Hollifield and Mary V. Hollifield his wife, recorded in Liber W. N. W. 56 at folio 400 records of said Anne Arundel County, Maryland,

Together with the buildings and improvements erected, made or being on said property and all and every the rights, alleys, ways, waters privileges, appurtenances and advantages, to the same belonging or in anywise appertaining.

To Have and To Hold the said tract of land and premises above described or mentioned

and hereby intended to be conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or apperatining, including the perpetual right to use said road mentioned and to the only proper use, benefit and behoof of the said party of the second part, her heirs and assigns forever.

And the said party of the first part hereto does hereby covenant and agree that he will warrant specially and generally and forever defend the said land and premises and appurtenances hereby conveyed; that he has a right to convey said land and appurtenances; and that the said party of the second part shall quietly enjoy said land and premises, and that he will execute such further deed or deeds, or other assurances in the law, for the more certain and effectual conveyance of said land and premises and appurtenances unto the said party of the second part hereto, her heirs or assigns as may be requisite.

In Witness whereof the said party of the first part, has set his hand and seal the day and year first above written.

Test: Virginia W. Meredith. Leonard J. Mather (Seal)

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

I hereby certify, that on the 14 day of August, in the year 1933, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Leonard J. Mather, and acknowledged the aforegoing instrument of writing to be his act and deed.

Witness my hand and Notarial Seal.

(Notarial Seal) Virginia W. Meredith

Notary Public.

Recorded Aug. 14, 1933, at 2 P. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber W. N. W. 114, folio 77, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 5th day of January, A. D. 1940.

(Court Seal) John H. Hopkins, 3rd.,Clerk.

Amelia C. Davis, Herbert L. Davis, Sr., No. 7940 Equity.

Vs. In The Circuit Court For

Horatio B. Hollifield, et al. Anne Arundel County.

Plaintiffs' Exhibit No. 2 -- Filed January 19th., 1940.

COPY OF WILL OF HORATIO N. HOLLIFIELD.

Georgia, Washington County,

Know all men by these presents, that I, Horatio N. Hollifield of Sandersville, Washington County, Georgia, being in good health and of sound mind do make this my last will and testament.

All of my estate real and personal property of which I may die seized and possessed of I devise, bequeath and dispose of in the manner following; to-wit:

I desire that all my just debts be paid as soon as convenient ar possible by my executor out of my estate.

I give and bequeath to my wife, Clara P. Hollifield a life interest in the whole of my property estate. She to have the use and income derived therefrom in such manner as she may

see fit, first paying the taxes upon it, keeping up the firs_ insurance policies and doing all needed and necessary repairs, the remainder to be hers to do with as she pleases.

Upon the death of my wife, I desire my estate to be divided into two equal parts, and give and bequeath one of these portions to my daughter, Mrs. Mamie Quinn for and during her life and at her death should she have children living to be divided among them. The other half or remainding portion of my estate, I give and bequeath to my son, Doct. H. B. Hollifield for and during his life, and at his death to his children should he have any. If he has no children in life, then to be given to the children of my daughter, Mrs. Mamie Quinn and should my daughter's children be dead, I desire her portion in which she has a life estate to go to my sons children if he has any in life, and if the children of my daughter be dead and my son have no children; then I desire my estate in which my son and daughter had a life interest to be given to the children of my brother, Rev. Ambrose N. Hollifield.

I nominate and appoint my wife, Clara P. Hollifield my Executor of this my last will and testament and she accepting the same, shall not be required to give bond.

In testimony whereof I have subscribed my name and affixed my seal this 13th day of September, 1894.

H. N. Hollifield,(Seal.)

Signed, sealed and published and declared by the said H. N. Hollifield as and for 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.

This 13th day of September, 1894.

C. A. Adams

Wiley Harris

Georgia, Washington County,

I, Wiley Harris, do swear that I as well as C. A. Adams and Dan C. Harris saw the within named H. N. Hollifield sign and publish the within paper as his last will and testament that I subscribed the same as a witness thereto at the special instance and request of the said H. N. Hollifield and in his presence, as did also C. A. Adams and Dan D. Harris, that the said H. N. Hollifield signed the same freely and voluntarily and was at the time of said signing of sound and disposing mind and memory.

Wiley Harris

Sworn to and subscribed before me, this 30th day of September, 1895.

M. Newman, Ordinary W. C.

Will Book "BW, Pages 505 and 506.

Georgia, Washington County,

I, Nelle Thigpen, Clerk of the Court of Ordinary of said county and state, do hereby certify that the within and foregoing-- two pages of typewritten matter is a true and correct copy of the Last Will and Testament of Horatio N. Hollifield as appears of record in this office in Will Book "B", pages 505 and 506.

Given under my hand and official seal of Court of Ordinary of Washington County, Ga., this Dec. 14, 1922.

Nelle Thigpen

Clerk Court of Ordy.

Washington Co. Ga. (Seal)

(Seal) State of Georgia, _____ County

By M. Newman Ordinary of said County.

Know All Whom It May Concern:

That on the 7th day of October 1895 the last Will and Testament of H. N. Hollifield deceased, at the time of his death a resident of said County, was legally proven in common form, a copy of which is annexed, duly certified, and on the 7th day of Oct. 1895 at a regular term of the Court of Ordinary, said Will was admitted to record by order, and Mrs. Clara P. Hollifield named Executrix in said Will, allowed to qualify and upon so doing, Letters Testamentary ordered to be issued to her as such Executrix.

Now, Therefore, The said Mrs. Clara P. Hollifield having taken the oath of office, and complied with all the necessary prerequisites of the law, is legally authorized to discharge all the duties of an Executrix on the Will of said deceased, to administer the property of said deceased, which is devised according to the Will and the law; and she is hereby required to render a true and perfect inventory and appraisement of all and singular the goods and chattels, rights and credits, of said deceased, and make a return of them to the Ordinary of Washington County, and further, to report annually to the same officer the situation of said estate, her actings and doings, until her Executor-ship is fully discharged.

Given under my hand and official seal, the 7 day of Oct. 1898.

M. Newman Ordinary.

Georgia, Washington County,

I, Nelle Thigpen, Clerk of the Court of Ordinary of said county and state, do hereby certify that the within Letters Testamentary issued to Mrs Clara P. Hollifield is a true and correct copy of the original letters issued to as Executrix of the Last Will and Testament of H. N. Hollifield as appears of record in this office in Letters Testamentary Book, "A", Page 216.

Given under my hand and the official seal of Court of Ordinary of Washington County, Ga. This Dec. 14, 1922.

Nelle Thigpen (Seal)
Clerk Court of Ordinary
Washington County, Ga.

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 Horation N. Hollifield late of said County deceased together with proof and probate thereof taken from Copy filed in this office and recorded in Liber O. B. D. 3, Folio 182, one of the records filed, recorded and
Kept in the office of Register of Wills for Anne Arundel County.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of said Court this 4th day of January in the year of our Lord, nineteen hundred and forty.

(Court Seal) R. Glenn Prout
Register of Wills for Anne Arundel County.

Amelia C. Davis, Herbert L.Davis,Sr.
vs.
Haratio B. Hollifield, et al.

No. 7940 Equity.
In The Circuit Court For
Anne Arundel County.

"Plaintiffs' Exhibit No. 3." -- Filed January 19th., 1940.

(Int Rev. $1.00 Stamp)

This Deed, made this 16th day of February in the year of our Lord Nineteen Hundred and Twenty-one between Clara P. Hollifield widow of Horatio N. Hollifield, deceased, Mary F. Quinn, widow, and her son John H. Quinn all of the County of Washington, State of Georgia, parties of the first part, and Horatio B. Hollifield of the City of Washington, District of Columbia, party of the second part.

Witnesseth:- that the said parties of the first part (who with the Grantee herein named are devisees heirs at law and next of kin of Horatio N. Hollifield deceased) for and in consideration of the sum of One thousand Dollars in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowlecged, have granted, bargained, sold aliened, conveyed, and confirmed and by these presents do grant, bargain, sell, alien, convey and confirm unto the said Dr. Horatio B. Hollifield his heirs and assigns the following described tract of land to wit:-

All that tract of land situate, lying and being in the Second Election District of Anne Arundel County, in the State of Maryland, and located on the Severn River or "Little Round Bay" containing Seventy-Two (72) acres of land, more or less. and being the same land which was conveyed to Nicholas Brewer by two deeds, one from Lewis Tydings and wife dated the twenty third day of May in the year Eighteen hundred and Seventy and recorded in Liber S. H. No. 4, folio 463 etc. and conveying about fifty one acres of land known as "Narrow" Neck" the other from Elizabeth V. Davis dated the twenty-seventh day of May in the year Eighteen hundred and Eighty Two, and recorded among the Land Records aforesaid in Liber S. H. No. 19, folio 593 etc. conveying about twenty and one half acres of land, more or less,

The tract of land hereby conveyed being a part of the same land which was conveyed to Lewis Tydings by Randall and Hagner, Trustees by deed dated the ninth day of October in the year Eighteen Hundred and fifty eight and recorded among said land records in Liber N. H. No. 7 folio 377 etc. and being the same tract conveyed by Nicholas Brewer and Harriet C. B. Brewer to Horatio N. Hollifield on the twelfth day of September in the year Eighteen hundred and Ninety four and recorded the Thirteenth day of September in the year Eighteen hundred and Ninety four in Liber S. H. No. 48, folio 156 etc. on the land Records of Anne Arundel County, together with the buildings and improvements thereupon erected, made or being and all and every the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

To Have And To Hold the said ground and premises described aforesaid and hereby intended to be conveyed with all and singular the rights, privileges and advantages thereto belonging or appertaining unto and to the only proper use and benefit and benefit and behoof of the said party of the second part his heirs, executors, administrators and assigns, forever in fee simple.

And the said parties of the first part hereby warrant specially and generally the said bargained ground and premises unto the said Horatio B. Hollifield his heirs, executors administrators and assigns against the said parties of the first part their heirs executors administrators and against all and every other person or persons shall and will warrant ------- and forever defend by virtue of these presents that they have a right to convey

said land and premises to said party of the second part, who shall quietly enjoy the same; that they have done no act to encumber said land and that they will execute such further assurances of said land as may be requisite and necessary.

In Witness Whereof the said Clara P. Hollifield, Mary F. Quinn and John H. Quinn have hereunto set their hands and affixed their seals and delivered these presents, the day and year first above written.

Signed, sealed and delivered — Mrs. Clara P. Hollifield (Seal)

in the presence of us. — Mrs. Mary F. Quinn (Seal)

Elizabeth Harris Quinn — Jno. H. Quinn (Seal)

L. K. Wynne
(Notary Seal)

State of Georgia, Washington County, SS:

I hereby certify that on this 10th day of March, 1921, before the subscriber a Notary Public in and for the County and State aforesaid personally appeared Clara P. Hollifield, Mary P. Quinn and John H. Quinn who acknowledged the aforegoing Deed to be their act.

In Testimony Whereof I have affixed my official seal this 10th day of March A.D. 1921-

(Notarial Seal) L. K. Wynn

Notary Public.

State of Georgia, Washington County:-- Clerk's Office Superior Court.

I, P. E. Gross, Clerk of said Court hereby certify that on this 11th day of March, 1921, L.K.Wynne was a Notary Public in and for said County, dully qualified and commissioned for a term of office beginning on the 27th day of November 1917- and ending on the 27th day of November 1921, and his official- acts are entitled to full faith and credit.

His signature as it appears to the attached instrument is genuine.

In Testimony Whereof I have hereunto set my hand and affixed the seal of said Court at Sendersville, Georgia, on this the 11th day of March 1921.

(Superior Court Seal) P. E. Gross-

Recorded 17 March 2 P. M. 1921. Clerk.

State O Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber W. N. W. No. 41, folio 27, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 5th day of January, A. D. 1940.

(Court Seal) John H. Hopkins,3rd.,Clerk.

Amelia C. Davis, Herbert L. Davis, Sr. — No. 7940 Equity.

vs. — In The Circuit Court For

Horatio B. Hollifield, et al. — Anne Arundel County.

"Plaintiffs' Exhibit No. 5." -- Filed January 19th., 1940.

This Agreement, Made this 14th day of August nineteen hundred and thirty-nine between Amelia S. Davis and Herbert L. Davis, her husband of the first part, and David S. Jenkins of the second part

Witnesseth, That the said parties of the first part do hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former the following

described property situate and lying in the Second Election District of Anne Arundel County, Maryland, being all that tract of land containing 8.35 acres acquired by Leonard J. Mather on the 29th day of July, 1921, recorded in Liber W.N.W 42,folio 483. Also the right of-way acquired about the same date and recorded in W. N. W. 56, folio 400. Together with the buildings, furnishings, tools and building material thereon.

At and for the price of Twenty-Eight Hundred And 00/100 Dollars of which One Hundred And 00/100 Dollars having been paid prior to the signing hereof and the balance to be paid as follows: Nineteen hundred dollars ($1,900.00) in cash when good title can be delivered, and a note for ($800.00) eight hundred dollars bearing 5% interest, payable one year after the date to which title is given.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee clear of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, insurance, rent and all other assessments of every description shall be adjusted to day of transfer.

Cost of revenue and state stamps to be equally divided.

Test:

Marguerite C. Barrell

Mae B. Smith.

Amelia S. Davis (Seal)

Herbert L. Davis(Seal)

David B. Jenkins (Seal)

No. 7940 Equity.

In The Circuit Court For

Anne Arundel County.

Amelia C. Davis, Herbert L. Davis,Sr.,her husband

vs.

Horatio B. Hollifield, Mary Virginia Hollifield, his wife, John F. Quinn, Elizabeth Harris Quinn, his wife, et al.

Order of Publication ---Filed January 19th., 1940.

The object of this suit is to procure a Decree for the sale of certain property lying in the Second Election District of Anne Arundel County, State of Maryland, with the improvements thereon, and being more particularly described in a Deed from Leonard J. Mather, now deceased, to Amelia C. Mather, dated the 14th day of August, 1933, and recorded among the Land Reoords of Anne Arundel County in Liber F. S. R. No. 114, folio 77.

The Bill states that Amelia C. Davis, wife of Herbert L. Davis, Sr., being formerly known as Amelia C. Mather, wife of Leonard J. Mather, deceased, is the owner of a tract of land in the Second Election District of Anne Arundel County, State of Maryland, containing 8.35 acres of land, more or less; that the said Amelia C. Mather acquired said property from her husband, Leonard J. Mather, now deceased, by Deed dated August 14, 1933, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 114, folio 77; that the abovementioned property and other property was conveyed by Nicholas Brewer and wife to Horatio N. Hollifield, by Deed dated September 12, 1894, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 48, folio 156, said Horatio N. Hollifield having departed this life, testate, in or about the year 1894, in the State of Georgia, a certified copy of his said Will having been filed in the Orphans' Court of Anne

Arundel County, in Wills Liber O. B. D. No. 3, folio 182; that in and by said Last Will and Testament, the said Horatio N. Hollifield devised all of his estate, real and personal to his wife, Clara P. Hollifield, for life, she having died in or about the year 1923; said Will having further provided that upon the death of the said Clara P. Hollifield, the estate should be divided into two equal parts, one devised to Mamie Quinn for life, and at her death to her children living, the other half devised to Dr. Horatio B. Hollifield for life and at his death to his children, providing that in the event he had no children then his share should go to the children of Mamie Quinn, and providing further should Mamie Quinn's children be dead, her portion should go to the children of Horatio B. Hollifield, and providing further that if the children of Mamie Quinn be dead and Horatio B. Hollifield have no children, then the estate should go to the Reverend Ambrose M. Hollifield.

That Mamie Quinn died in or about the year 1931 leaving one son, John H. Quinn, who intermarried with one Elizabeth Harris Quinn, who had two daughters, Mary Quinn Arnold, who intermarried with one Hugh Arnold, and Julia Quinn, unmarried, all of whom are now living.

That Horatio B. Hollifield intermarried with Mary Virginia Hollifield, both of whom are now living and have no children.

That the Reverend Ambrose M. Hollifield died in or about the year 1900, leaving surviving him four children, Anne H. Briggs, who departed this life in about the year 1938, testate, and in and by her last Will and Testament, devised all of her property to her husband, Frankland Briggs; Mary H. Nicholson who departed this life intestate, leaving no children; Katharine Scudder who intermarried with Edward Scudder, both of whom are now living and have three children; and Nelson Hollifield who departed this life intestate leaving no children.

Clara P. Hollifield, widow of Horatio N. Hollifield, Mamie F. Quinn, widow, and John H. Quinn, her son, by Deed dated February 16, 1921, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 41, folio 27, conveyed their interest to Horatio B. Hollifield, and the said Horatio B. Hollifield and wife conveyed the hereinabove mentioned property to Leonard J. Mather by Deed dated July 29, 1921, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 42, folio 483, and later by Deed dated December 14, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 56, folio 400, the said Horatio B. Hollifield and wife conveyed to Leonard J. Mather, a right-of-way from the hereinabove mentioned property to the public road; that a plat of said property has been filed in these proceedings and that said property is improved by several buildings.

That the said Amelia C. Davis and Herbert L.Davis, Sr., her husband have entered into a Contract for the sale of the property at and for the sum of Two Thousand Eight Hundred ($2,800.00) Dollars.

That the Complainants were under the impression that they held a good and marketable title, but because of the provisions in the Will of the said Horatio N. Hollifield, certain contingencies as provided in said Will have not happened and there are certain outstanding possible interests in the property held by the Defendants.

The Bill further states that all the parties to the said proceedings are adults, and all the persons in said proceedings, Plaintiffs and Defendants, are all the persons who have or may have any interest in the said property, and that it is to the advantage and benefit of all the parties in these proceedings that the said Contract of Sale above referred to be ratified.

The Bill prays that a Decree may be passed authorizing the sale of the property and a Trustee be appointed to convey the property by a good and marketable title to the purchaser as set forth in said Contract of Sale, said Trustee to hold said purchase money subject to the further Order of Court, and that all of the Defendants are non-residents of this State.

It Is Thereupon, this 19th., day of January, 1940, 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 February, 1940, giving notice to the absent Defendants of the object and substance of this Bill, warning them to be and appear in this Court in person or by solicitor on or before the 6th day of March, 1940, to show cause, if any they may have, why a Decree ought not be passed as prayed.

John H. Hopkins, 3rd.,Clerk.

Certificate of Publication Annapolis, Md., Feb. 27, 1940

We hereby certify, that the annexed Order of Publication - Davis Vs. Hollifield #7940 Eq. 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 20th day of February, 1940. The first insertion being made the 19th day of January, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Amelia C. Davis, Herbert L. Davis,Sr.,her husband, No. 7940 Equity.

vs. In The Circuit Court For

Horatio B. Hollifield, Mary Virginia Hollifield, Anne Arundel County.

his wife, et al.

Petition for Decree Pro confesso against Defendants and leave to take testimony and Order of Court thereon. -- Filed March 7th., 1940.

To the Honorable, The Judges of said Court:

The non-resident Defendants, Horatio B. Hollifield, Mary Virginia Hollifield, his wife, John H. Quinn and Elizabeth Harris Quinn, his wife, Katharine Scudder and Edward Frankland Briggs, Widower, Mary Quinn Arnold and Hugh Arnold, her husband, Scudder, her husband, and Julia Quinn, unmarried, having been duly summoned by Order of Publication and having failed to appear or answer to the Bill of Complaint, it is prayed that the Bill of Complaint be taken pro confesso against the said 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 the Plaintiffs.

ORDER

It is Thereupon, This 7th day of March, 1940, 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 Horatio B. Hollifield, and Mary Virginia Hollifield, his wife, John H. Quinn and Elizabeth Harris

Quinn, his wife, Katharine Scudder and Edward Scudder, her husband, Frankland Briggs, Widower, Mary Quinn Arnold and Hugh Arnold, her husband, and Julia Quinn, unmarried; 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 the Court to support the allegations of the Bill of Complaint.

Ridgely P. Melvin, Judge.

Amelia C. Davis and others — No.7940 Equity.

vs. — In The Circuit Court For

Horatio B. Hollifield, et al. — Anne Arundel County.

Testimony on behalf of the Plaintiffs before the Court, April 3rd.,1940. Filed Apr.5"1940

Mr. R. T. Brice, 111, Representing Plaintiff.

Decree Pro Confesso, March 7th, 1940 and Order for Testimony.

Witness:--

Herbert L. Davis, ---------- 2 to 5

Charles F. Lee, ---------- 6

Juliet D. Strahorn,
Court Stenographer.

Herbert L. Davis, one of the Plaintiffs, a witness being first duly sworn, deposes and says:-

(Brice)

1. State your name, residence and profession?

A. Herbert L. Davis, Lawyer, Investment Bldg., Washington, D. C.

2. You are the husband of Mrs Amelia C. Davis the Plaintiff? A. I am.

3. I believe Mrs. Davis owns a tract of land in Anne Arundel County, Md.? A. She does.

4. You and Mrs. Davis are parties Plaintiff to this suit? A. We are.

5. Where is that tract of land located?

A. On the Severn River in Anne Arundel County and comprises about 8.35 acres of ground.

6. From whom did Mrs. Amelia C. Davis acquire that property?

A. She acquired that property from her former husband Leonard J. Mather, deceased.

7. I show you a paper and ask you what that is?

A. This is a certified copy of the deed dated August 14th, 1933 recorded in Liber W. N. W. 114, folio 77, Land Records of Anne Arundel County, from Leonard J. Mather to Amelia C. Mather (now Mrs. Amelia C. Davis).

Filed as Exh. A with the testimony.

8. I show you this and ask you if that is a Plat of this property?

A. Yes, this is a plat showing the property.

9. That Plat shows a sub-division of the property divided into lots, have any lots ever been conveyed out of the property?

A. That's correct about showing the lots. Certain lots were conveyed to one Waters, and we have what purports to be a full and complete quit claim deed from the Waters' family. The Waters to whom the property was sold died several years ago but his heirs at law and next of kin joined in a quit claim deed which I understand is of record. That was conveyed to Waters by contract of sale which was in default at the time of his death.

-------Plat filed as Exhibit B with Testimony.

10. Have you and Mrs. Davis succeeded in selling this property?

A. We have been advised that a deposit has been made for the purchase of this property on terms satisfactory to Mrs. Davis and myself.

11. Is that contract signed by you and Mrs. Davis?

A. Yes, signed under date of 14th of August, 1939.

------Filed as Exh. C with testimony.

12. Are you familiar with the pedigree of the Hollifield family?

A. Familiar in view of clear and definite statements made to me by Dr. Hollifield on or about December 4th, 1939 when he invited me to call upon him and the data which he exhibited is in a book which he maintains in his own handwriting with the entries made out the days they purported to be, and from that book which he entrusted to me while I was in his presence I made notes therefrom and they were supplemented by oral statements made to me by Dr. Hillifield.

13. Do you know, or from your investment, do you know, what time Horatio M. Hollifield died?

A. Dr. Horatio N. Hollifield died in the year 1894, he being the father of Dr. Hollifield with whom I conferred on or about December 4th, 1939 and obtained the pedigree data.

14. Do you know whether he died testate or intestate?

A. My recollection is he left a paper writing purporting to be a valid will.

Offered in evidence certified copy of Will of Horatio N. Hollifield and filed as Exhibit D with testimony.

15. Do you know whether or not Horatio N. Hollifield left a widow, if so what is her name?

A. It appears from the Will filed as Exhibit D that Horatio N. Hollifield devised all of his estate to Clara P. Hollifield, his widow, for life.

16. Do you know whether or not she is dead and if dead, when did she die?

A. Clara P. Hollifield died in or about the year 1923.

17. What children did Horatio N. Hollifield have at the time of his death?

A. There was a daughter, Mamie Quinn, and a son who is now living and about 85 years of age, Dr. Horatio B. Hollifield.

18. Do you know whether or not Mamie Quinn is living or dead, if dead, when did she die?

A. Mamie Queen is dead, she died about the year 1931.

19. Did she leave surviving her any children?

A. Left surviving her one son, John H. Quinn.

20. Is he married?

A. Yes, he married about the year 1912. His wife's name is Elizabeth Harris Quinn.

21. Do they have any children, and if so, who are they?

A. Two daughters, Mary Quinn Arnold who intermarried with Hugh Arnold and Julia Quinn, unmarried.

22. Are all the parties to this proceeding adults?

A. Yes, all of the parties are adults of age.

23. Has the Defendant, Horatio B. Hollifield married, and if so to whom?

A. Yes, he is married, his wife is living and her name is Mary Virginia Hollifield. They have no children.

24. Do you know whether or not Rev. Ambrose M. Hollifield is living or dead?

A. Rev. Ambrose M. Hollifield died about the year 1900, and left surviving him four children.

25. Tell who they are and whether or not living or dead?

A. Annie H. Briggs who died about the year 1938, she left a last Will and Testament and devised her property to her husband Frankland Briggs.

26. Any other children?

A. Mary H. Nicholson, our information is that she is dead, and I think we have information from Mr. Briggs giving the date of her death. She died intestate and without leaving any children according to the information furnished by Frankland Briggs, a reputable lawyer of Newark N. J.

27. Any other children?

A. Katharine Scudder who intermarried with one Edward Scudder, they are living and have three children.

28. Any other child?

A. Nelson Hall who departed this life intestate, leaving no children.

Plaintiff offers in evidence certified copy of deed from Clara P. Hollifield, widow of Horatio N. Hollifield, Mary F. Quinn, widow, and John H. Quinn, her son, to Horatio B.Hollifield, purporting to convey 72 acres of land, of which the property in these proceedings is a part.

Filed as Exhibit E with testimony.

29. What does the property in these proceedings consist of as to improvements?

A. There is a main cottage form of bungalow with spacious attic, 7 room log cabin, a boat house and servants quarters.

30. Has this property been used recently?

A. No, only very limited periods when Mrs. Davis and I would visit the property, but not continuously occupied for considerable period.

31. What is the state of repairs of the improvements on the property?

A. The improvements are in good condition, we have seen to it that it has been kept in good state of preservation and repair, matter of looking after the roofs and kindred matters we have attended to.

32. Do you think it would be advantageous to all parties concerned to sell this property?

A. It would under the state of facts as they exist, it is too far remote from my activities to attempt to use it for any considerable period, and Mrs. Davis much prefers to remain in Washington and in the South due to her present condition of health, so that the property is not an ideal situation for Mrs. Davis or myself.

33. Where is Mrs. Davis at the present time?

A. She is at St. Petersburg for her health, she suffered a rather serious fall, she is physically unable to be here, she had a back injury which requires constant medical attention.

34. Do you consider the price of $2800. upon the terms as provided in the Contract filed herein to be a good price for the property?

A. Yes, under all the facts and circumstances that is considered a fair and reasonable price, although I might say the property has been covered over with greenbacks it is not an ideal location or situation for us.

Charles F. Lee, a witness of lawful age, being first duly sworn, deposes

(Brice)

1. State your name, residence and business?

A. Charles F. Lee, Annapolis, Md., Real Estate and Insurance.

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

A. 31 years in Annapolis and Anne Arundel County.

3. Are you familiar with the value of property in Anne Arundel County? A. I am.

4. Have you seen the property owned by Mr. and Mrs. Davis mentioned herein?

A. I have, on several occasions.

5. You have had it for sale? A. I have.

6. For how long a period have you had it?

A. Probably 12 to 15 years.

7. What, in your opinion, is a fair market value of this property?

A. I had it for sale probably five or six months and found a purchaser at a price of $2800 and I think that is a fair and adequate price for the property.

8. What condition are the grounds and improvements in?

A. Most of the land is wooded and quite hilly, and the approach is not very good, no improved road of any kind into the property, over a right of way.
The improvements consist of a 6 or 7 room frame bungalow built on wooden piers some of which in bad condition will have to be renewed, I should say the building is not in very good condition, I think the roof is all right, has tarpaper roof on it. There is a boat house in rather bad condition and also a storage house not in very good condition.

9. Do you think it would be to the advantages of all parties concerned in these proceedings to sell this property?

A. I think do.

I hereby certify that the within testimony was taken by me as Court Stenographer before Judge Melvin on April 3rd, 1940, and by me transcribed for the record.

Juliet D. Strahorn,
Court Stenographer.

Amelia C. Davis, Herbert L. Davis, Sr., her husband, vs. Horatio B. Hollifield, et al.

No. 7940 Equity.
In The Circuit Court For
Anne Arundel County.

Decree -- Filed May 14th., 1940

This cause standing ready for hearing and having been submitted to the Court and the proceedings read and considered, and it appearing to the Court that the property mentioned in these proceedings containing Eight and thirty-five one-hundredths (8.35) acres of land, more or less, and more particularly described in a Deed from Leonard J. Mather, now deceased, to Amelia C. Mather, dated the 14th day of August, 1933, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 114, folio 77, is subject to certain contingent remainders and reversions, and application having been made by the present title holder, Amelia C. Davis and Herbert L. Davis, Sr., her husband, that the land be sold; and it further appearing to the Court that all parties in interest have been summoned and a Decree Pro Confesso has been taken against all of the parties defendant; and it further appearing to the Court that it is to the advantage of all the parties concerned that the proper-

ty be sold and the proceeds thereof invested until such time as this Court may order distribution thereof to the proper parties, It Is Thereupon this 14th day of May, 1940, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed that the Contract of Sale mentioned in these proceedings between Amelia C. Davis and Herbert L. Davis, Sr., her husband, and David S. Jenkins, be and the same is hereby ratified and confirmed and the property mentioned in these proceedings be sold at private sale to the said David S. Jenkins at and for the sum of Two Thousand Eight Hundred ($2,800.00) Dollars upon the terms and conditions as set forth in the said Contract of Sale filed in these proceedings, and that R. Tilghman Brice,111, be and he is hereby appointed Trustee to convey by a good and sufficient Deed, all of the right, title, interest and estate of all parties to these proceedings, or those claiming by, from or under them, to David S. Jenkins upon the payment of the purchase price to the said Trustee hereinabove mentioned, upon the terms and conditions as set forth in the said Contract of Sale, and not before; but before the said Trustee makes said sale or enters into his duties as such Trustee, he shall first file with the Clerk of this Court a bond to the State of Maryland in the penalty of the sum of Two Thousand Eight Hundred ($2,800.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any further Order or Decree in the premises; and upon receipt of the said proceeds of sale, said Trustee 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 published and printed in the City of Annapolis, Anne Arundel County, Maryland, as is published in 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 15th day of June next, to anyone concerned, that the aforesaid sale by the said R. Tilghman Brice,111, Trustee, shall be finally ratified and confirmed unless cause to the contrary be shown on or before the 15 day of June, 1940.

Ridgely P. Melvin, Judge.

ORDER NISI.

Ordered, this 14th., day of May, 1940, That the private sale of the property 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 15th., 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 15th., day of June next.

The report states that the amount of sales to be $2,800.00.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., June 15, 1940

We hereby certify, that the annexed Order Nisi - Sale - Davis vs. - Hollifield - Eq-7940 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 June, 1940. The first insertion being made the 16th day of May, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered By The Court, This 18 day of June, 1940 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 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.

Amelia C. Davis, Herbert L. Davis,Sr.,her husband, — No. 7940 Equity.
vs. — In The Circuit Court For
Horatio B. Hollifield, Mary Virginia Hollifield, — Anne Arundel County.
his wife, et al.

Bond -- Filed & Approved this 15th.June, 1940, John H. Hopkins,3rd.,Clerk.

Know All Men By These Presents:

That we R. Tilghman Brice, 111, of Annapolis, Anne Arundel County, State of 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 Two Thousand Eight Hundred ($2,800.00) 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 May in the year of our Lord nineteen hundred and forty.

Whereas, the above bounden R. Tilghman Brice, 111, by virtue of a decree of the Honorable the Judge of the Circuit Court has been appointed trustee to sell the real estate mentioned in the proceedings in the case of Amelia C. Davis and Herbert L. Davis, Sr., her husband, vs. Horatio B. Hollifield and Mary Virginia Hollifield, his wife, et al., No. 7940 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, 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 Charles F. Lee of
Attest: Edward C. Lee. — Charles F. Lee & Co., Agts.

Amelia C. Davis, Herbert L. Davis,her husband, — No. 7940 Equity.
vs. — In The Circuit Court For
Horatio B. Hollifield,Mary Virginia Hollifield, — Anne Arundel County.
his wife, et al.

Answer of Horatio B. Hollifield and Mary Virginia Hollifield to Rule to show cause.

Filed August 20th.,1940.

Answer of Horatio B. Hollifield and Mary Virginia Hollifield, by Samuel A. Syme,

Their Attorney.

To the Honorable, the Judges of the said Court:

Come now, Horatio B. Hollifield and Mary Virginia Hollifield, his wife, two of the Defendants in the above entitled case, and in answer to the Petition and the Rule to show cause filed herein on the 7th day of August, 1940, respectfully show this Honorable Court as follows:

First: The Defendants admit the allegations contained in the First Paragraph of said Petition.

Second: Having no personal knowledge thereof, the Defendants neither admit nor deny the allegations contained in the Second Paragraph of the said Petition concerning the testimony and exhibits filed in these proceedings, but deny that by a certain Deed dated July 29, 1921, they did attempt to convey a fee simple title to Leonard J. Mather as set forth in the said Paragraph.

Third: That the said Leonard J. Mather first went into possession of the said property about to-wit: the year 1908, under a Contract between the said Leonard J. Mather and Horatio B. Hollifield, the said Horatio B. Hollifield at that time advising the said Leonard J. Mather that he, Hollifield, did not own the property and could not give Mather a Deed thereto. That the said Leonard J. Mather continued in possession of the property under the said Contract unto give him a Deed. The defendant Hollifield til to-wit: the year 1921, at which time he again requested the Defendant, Hollifield, again explained to the said Lennard J. Mather that he, Hollifield, did not own the said property, but at the suggestion of the said Mather, Hollifield obtained certain quit-claim Deeds from possible contingent heirs and devisees of Horatio N. Hollifield, the father of the Defendant, which quit-claim Deeds were duly recorded in the Land Records of Anne Arundel County. That the said Leonard J. Mather, who was an Attorney-at-law, prepared the Deed dated July 29, 1921, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 42, at folio 483, which Deed was duly executed by these Defendants.

Fourth: The Defendants neither admit nor deny the allegations contained in the Fourth Paragraph of the said Petition but demand strict proof thereof that the same be important.

Fifth: Having no personal knowledge of the facts set forth in Paragraph Fifth of the said Petition, the Defendants neither admit nor deny the same but demand strict proof thereof that the same be important.

Therefore, the Defendants pray this Honorable Court to dismiss Rule to show cause entered herein with their costs.

And as in duty bound, etc.,

Samuel A. Syme

Attorney for Defendants.

Amelia C. Davis, Herbert L. Davis, Sr., her husband,

vs.

Horatio B. Hollifield, Mary Virginia Hollifield, his wife, et al.

No. 7940 Equity.

In The Circuit Court For Anne Arundel County.

ORDER OF COURT and Consent of Counsel.--Filed Oct. 2" 1940.

The Petition of Amelia C. Davis and Herbert L. Davis, Sr., her husband, filed on the 24th day of July, 1940, and the Answer of Horatio B. Hollifield and Mary Virginia Hollifield, his wife, filed on the 20th day of August, 1940, in these proceedings referring to the assessment of the costs, having been heard in open Court, It Is Thereupon this 2nd day of October, 1940,

Ordered that the costs of these proceedings be apportioned as follows: The sum of Eighty-eight Dollars and Sixty Cents ($88.60) against Horatio B. Hollifield and Mary Virginia Hollifield, his wife, and the sum of One Hundred Seventy-seven Dollars and Twenty Cents ($177.20) against Amelia C. Davis and Herbert L. Davis, Sr., her husband.

Ridgely P. Melvin, Judge.

The foregoing Order signed with the consent of the undersigned,

R. Tilghman Brice,111,
Attorney for Plaintiffs.

Samuel A. Syme, Attorney for Horatio B.Hollifield and Mary Virginia Hollifield.

Amelia C. Davis and husband — No. 7940 Equity.

vs. — In The Circuit Court For

Horatio B. Hollifield, et al. — Anne Arundel County.

Auditor's Report and Account. --Filed Oct. 16th., 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. Amelia C. Davis and husband vs. Horatio B. Hollifield, et al in ac. with R. Tilghman Brice,111, Trustee.

To Trustee for fee in lieu of commissions (Order of 8/7/40)	$	$100.00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	24.85	
Auditor	9.00	43.85
To Trustee for Expenses, viz:		
Capital-Gazette Press - order of publication	90.00	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
Chas. F. Lee & Co. - bond premium	11.20	
Clerk of Court - certified copies deeds	3.00	
Register of Wills - certified copy will	3.75	
Juliet D. Strahorn - stenographer	4.00	
Charles F. Lee - commissions order of (10/8/40)	140.00	
One-half Federal revenue stamps	1.50	
One-half State revenue stamps	1.40	264.85
To Trustee for Tax Refund, viz:		
Amelia C. Davis - refund adjusted 1940 taxes paid by her		30.24

Net proceeds of sale in hands of Trustee, subject to further order of Court		$2,479.90	
			$2,918.84
Dr. July 9, 1940	Proceeds of Sale:		
	Cash	$2,000.00	
	Note dated 7/9/40 payable one year after date, with interest at 5%	800.00	$2,800.00
	From Horatio B. Hollifield, proportion of costs, as per order of Court of 10/2/40		88.60
	Refund of 1940 State and County taxes ($56.47-adj)		30.24
			$2,918.84

ORDER NISI.

Ordered, This 16th., day of October, 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 November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th., day of November next.

John H. Hopkins, 3rd.,Clerk.

Certificate of Publication Annapolis, Md., Nov. 8, 1940

We hereby certify, that the annexed Order Nisi -Eq. 7940 - Auditor's Acct. Davis vs. Hollifield 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 November, 1940. The first insertion being made the 17th day of October, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County.

Ordered By The Court, this 20th day of Nov. 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.

Bertha Bishop Kenna, Widow, Norman F. Bryce : No. 8091 Equity.
Louise Belier Bryce, his wife, : In The Circuit Court For
vs. : Anne Arundel County.
Joseph F. Swain, M. Louise Swain, S. Garrett :
Swain, Walter C. Munroe, Administrator,

Mr. Clerk:

Please docket this suit, and file Bill of Complaint and exhibits.

R. Tilghman Brice,111,
Attorney for Complainants.

Bill of Complaint. -- Filed Oct. 10th., 1940.

To the Honorable, the Judges of said Court:

Your Orators complaining say:

First: That your Complainants, Norman F. Bryce and Louise Beller Bryce, his wife, are the owners of the Southwest one-half of Lot No. Seventeen (17), Section "A" as shown on the plat of South River Park, said plat filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod F, Folio 10, and more particularly described in a Deed from Bertha Bishop Kenna, Widow, to the said Norman F. Bryce and Louise Beller Bryce, his wife, dated the 26th day of August, 1940, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 225, folio 107, a certified copy of said Deed being filed herewith and prayed to be taken as a part hereof, marked "Plaintiffs' Exhibit No. 1."

Second: That the said property was purchased by William M. Kenna and Bertha Bishop Kenna, his wife, from Samuel Garret Swain and Margaret Swain, his wife, by Deed dated the 15th day of May, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 110, folio 191, the said William M. Kenna having since departed this life leaving the said Bertha Bishop Kenna, his wife, the fee simple holder of said property.

Third: That at the time the said William M. Kenna and Bertha Bishop Kenna, his wife, acquired the said property, they gave two mortgages to Samuel Garrett Swain, the first dated the 15th day of May, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 104, folio 485, in the amount of Two Thousand ($2,000.00) Dollars, which said mortgage was short-assigned the same day to Charles H. Neely, trading as C. H. Neely & Co., and on the 29th day of May, 1925, the said mortgage was duly short-assigned to James M. Munroe, Trustee, a certified copy of said mortgage being filed herewith and prayed to be taken as a part hereof, and designated as "Plaintiffs' Exhibit No. 2"; and the second being a mortgage from William M. Kenna and Bertha Bishop Kenna, his wife, to Samuel Garrett Swain, dated the 15th day of May, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 110, folio 193, in the amount of Seven Hundred and Fifty ($750.00) Dollars, a certified copy of said mortgage being herewith filed and prayed to be taken as a part hereof, and duly marked "Plaintiffs' Exhibit No. 3." Neither of the abovementioned mortgages have been released of record on the Land Records of Anne Arundel County.

Fourth: That the said Samuel Garrett Swain has since departed this life, intestate, in the City of Washington, District of Columbia, leaving surviving him the following children, his only heirs-at-law, namely: Joseph F. Swain, Jr., M. Louise Swain and S. Garrett Swain, Defendants in this case.

Fifth: That the said James M. Munroe departed this life on the second day of January,

1937, in the City of Annapolis, State of Maryland, testate, and the said Walter C. Munroe was appointed Administrator c.t.a. of the Estate of James M. Munroe in the Orphans' Court of Anne Arundel County, a certified copy of his Letters of Administration being filed herewith and prayed to be taken as a part hereof, and marked "Plaintiffs' Exhibit No. 4."

Sixth: That your Complainants have been unable to ascertain whether the said James M. Munroe took said assignment in his individual capacity or in a fiduciary capacity, and if in a fiduciary capacity, for whom he was Agent or Trustee, though your Complainants have evidence that said mortgage has been paid in full and do hereby allege that the principal of said mortgage and all of the interest due thereon has been paid and all the covenants and agreements therein contained have been complied with and that said mortgage should be released.

Seventh: Your Complainants further allege that the said mortgage given to Samuel Garrett Swain, dated the 15th day of May, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 110, folio 193, in the amount of Seven Hundred and Fifty ($750.00) Dollars, has been paid in full with respect to both principal and interest, and all of the covenants and agreements therein contained have been complied with and that said mortgage should be released.

Eighth: That the presence of these two mortgages on the property of your Complainants, Norman F. Bryce and Louise Beller Bryce, his wife, which are unreleased as of record, constitute a cloud on the title of your Complainants' property.

To the end, therefore:

(1) That these two mortgages may be declared fully paid and satisfied and that a Trustee be appointed by this Honorable Court to release the same of record.

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

(3) And may it please your Honors to grant unto your Complainants the Writ of Subpoena directed to:

Joseph F. Swain, M. Louise Swain, S. Garrett Swain, Jr. Walter C. Munroe, Administrator c.t.a. of the Estate of James M. Munroe, Deceased.

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 as in duty bound, etc.,

Bertha Bishop Kenna
Norman F. Bryce
Louise Beller Bryce

R. Tilghman Bryce,111,
Solicitor.

State of Connecticut, County of New Haven, to-wit:

I Hereby Certify, That on this 25th day of September in the year nineteen and forty, before me, the subscriber, a Notary Public of the State of Connecticut, in and for the County aforesaid, personally appeared Bertha Bishop Kenna, Widow, one of the Complainants herein, and made oath in due form of law that the matters and things as set forth in the foregoing Bill of Complaint are true as therein stated to the best of her knowledge and belief.

As witness my hand and Notarial Seal.

(Notarial Seal)

David M. Richman,
Notary Public.

My Commission expires Feb. 1942.

District of Columbia, to-wit:

I Hereby Certify, That on this 30th day of September in the year nineteen hundred and forty, before me, the subscriber, a Notary Public of the District of Columbia, in and for said District, personally appeared Norman F. Bryce and Louise Beller Bryce, his wife, two of the Complainants herein, and they made oath in due form of law that the matters and things as set forth in the foregoing Bill of Complaint are true as therein stated to the best of their knowledge and belief.

As Witness my hand and Notarial Seal.

My Commission Expires on the 31st day of January 1944 (Notarial Seal) Henry K. McHarg 3rd
Notary Public.

Bertha Bishop Kenna, et al,
vs.
Joseph F. Swain, et al.

No. 8091 Equity.
In the Circuit Court for
Anne Arundel County.

Plaintiffs' Exhibit #1.-- Filed Oct. 10th., 1940. (Int. Rev.Stamp $3.30) (Md. St. Stamp $3.00)

This Deed, Made this 26th day of August in the year nineteen hundred and forty, by Bertha Bishop Kenna, Widow, of the Town and County of New Haven, State of Connecticut, of the first part, and Norman F. Bryce and Louise Beller Bryce, his wife, of the City of Washington, District of Columbia, of the second part.

Witnesseth: That for and in consideration of the sum of Ten ($10.00) Dollars, and other good and valuable considerations, the receipt thereof is hereby acknowledged, the said Bertha Bishop Kenna, Widow, has bargained and sold and by these presents does grant and convey unto the said parties of the second part hereto, Norman F. Bryce and Louise Beller Bryce, his wife, as tenants by the entireties, their heirs and assigns, forever, in fee simple.

All that lot of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:-

Beginning for the same at a stake planted on the Northwest side of a 40-foot road known as Riverside Road and at the Southwest corner of Lot No. 17, said beginning being also distant as referred to the true meridian South 48 degrees 13 minutes West 360 feet and North 52 degrees 37 minutes West 10 feet from a monument planted on the Northwest side of said Road and near the Southwest corner of Lot No. 12, as shown on the plat of South River Park duly recorded in the Land Records of Anne Arundel County in Liber G. W. No. 1, Section 3, folio 217; and running from the said beginning with the Northwest side of the Road, Northeasterly 56.3 feet to the center of Lot No. 17; thence through the center of said Lot No. 17, North 54 degrees 47 minutes West 298 feet to the Southeast shore line of a Creek, a tributary of South River; thence with the said shore line, Southwesterly 47.72 feet to intersect a line drawn North 52 degrees 37 minutes west from the beginning; thence with said line/reversely and with the divisional line of Lot No. 18, South 52 degrees 37 minutes East 283.86 feet to the beginning. Being the same lot of ground which is laid down on the plat of South River Park, recorded in the Plat Records of Anne Arundel County in Plat Book W. N. W. No. 2 folio 25, now filed in Plat Cabinet No. 1, Rod F, No. 10, and thereon designated as the Southwest one-half (1/2) of Lot No. Seventeen (17) of Section "A".

Being the same property conveyed to William Mathew Kenna and Bertha Bishop Kenna, his wife, by Samuel Garrett Swain and Margaret Swain, his wife, by deed dated the 15th day of May, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 110, folio 191, the said William Mathew Kenna having departed this life leaving the said Bertha Bishop Kenna surviving him.

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 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 Norman F. Bryce and Louise Beller Bryce, his wife, as tenants by the entireties, their heirs and assigns, forever, in fee simple.

And the said party of the first part hereby covenants that she has not done or suffered to be done any act matter or thing whatsoever to encumber the property hereby conveyed; that she will warrant specially the property granted; and that she will execute such further assurances of the same as may be requisite.

Witness the hand and seal of the said party of the first part hereto.

Witness:

Maurice F. Linquist Bertha Bishop Kenna (Seal)

State of Connecticut, County of New Haven, To Wit:

I Hereby Certify, that on this 26th day of August in the year nineteen hundred and forty, before me, the subscriber, a Notary Public of the State of Connecticut, in and for the County of New Haven, personally appeared Bertha Bishop Kenna, widow, and she acknowledged the foregoing Deed to be her act and deed.

As Witness my hand and Notarial Seal.

(Notarial Seal) David M. Richman,

My commission expires Feb. 1, 1942. Notary Public.

State of Connecticut, County of New Haven, Office of County Clerk and Clerk of Superior Court.

I, William A. Bree, Clerk of said County of New Haven and of the Superior Court in and for said County, the same being a Court of Record, having by law a seal hereby certify that David M. Richman whose name is subscribed to the certificate of proof, acknowledgment, or affidavit of the annexed instrument, and thereon written, was, at the time of taking such proof, acknowldgement or affidavit, a Notary Public, within and for said County residing in said County, duly appointed, commissioned and sworn, and authorized by the law of said State to administer oaths, and take the acknowledgments and proofs of deeds or conveyances for lands; tenements and hereditaments in said State, and other instruments to be recorded therein and to certify the same; that full faith and credit are and ought to be given to his official acts; and I further certify that I have compared the signature to the original certificate with that deposited in this office by such person, and verily believe that the signature to the attached certificate is his genuine signature and said certificate is not required to be under seal, and the person signing such certificate is not required by law to file in this office an im-

pression of his official seal; that I have compared the impression of the seal affixed thereto with the specimen impression thereof, filed or deposited in my office and the I believe the impression of the seal upon the original certificate is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Superior Court, at New Haven, in said County and State, on the 26 day of August 1940.

8405 (Court Seal) William A. Bree

Recorded 3rd Sept. 1940 at 12-25 P. M. Clerk.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify that the aforegoing Deed was truly taken and copied from Liber J.H.H. No. 225, folio 107, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 3rd day of October, A. D. 1940.

(Court Seal) John H. Hopkins, 3rd.,Clerk.

Bertha Bishop Kenna,et al, No. 8091 Equity.

vs. In The Circuit Court For

Joseph F. Swain, et al Anne Arundel County.

Plaintiffs' Exhibit #2. -- Filed Oct. 10th., 1940.

This Mortgage, made this 15th day of May in the year nineteen hundred and twenty-five, by William Mathews Kenna and Bertha Bishop Kenna, his wife, of the first part, and Samuel Garrett Swain, of the second part, all of Washington, in the District of Columbia, Witnesseth:

Whereas, the parties of the first part have this day purchased from Samuel Garrett Swain, and Margaret Swain, his wife, the hereinafter described property at and for the sum of three thousand dollars, of which the sum of two hundred and fifty dollars is paid in cash, and

Whereas, for the payment of the same of two thousand dollars ($2000.00) (part of the balance remaining due and unpaid) three years after date, the parties of the first part have passed unto the party of the second part, their promissory note of even date herewith, and for the payment of the semi-annual interest on said principal sum reserved, said parties of the first part have also passed unto the party of the second part their six other promissory notes of even date herewith, each for the sum of sixty dollars ($60.00) and payable at intervals of six months each, and

Whereas, the execution of these presents to secure the said sum as evidenced by said notes, was a condition precedent to the sale of said property.

Now this Mortgage Witnesseth: that for and in consideration of the premises, the parties of the first part do grant unto the party of the second part, the following property, viz:- All that lot of ground situate in the First Election District of Anne Arundel County on Shelter Bay, and laid down on a plat of the property of South River Park, duly recorded in the office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book W. N. W. No. 2 folio 25, and thereon designated as the Southwest one-half of Lot Number Seventeen (17) of Section A which is described by metes and bounds, courses and distances in a deed thereof from Samuel Garrett Swain and wife unto the parties of the first part of even date herewith, and intended to be of prior record hereto among the aforesaid

Land Records.

Being the same property which was conveyed unto Samuel Garrett Swain and Margaret Swain, his wife, by Robert G. Marks and wife by deed dated 17th of July, 1923, and recorded in the Land Records aforesaid in Liber W.N.W. No. 68, folio 197.

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 Samuel Garrett Swain, 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 two thousand ($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 parties of the first part aforesaid 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, by James M. Munroe, their Attorney or agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First to the payment of all expenses incident to such sale including a fee of fifty ($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 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, by James M. Munroe their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless 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 two thousand ($2,000.00) Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, his 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: William Mathew Kenna (Seal)

Chas. T. Vance Bertha Bishop Kenna (Seal)

Destrict of Columbia, SS:

I Hereby Certify that on this 15th day of May in the year nineteen hundred and twenty-five before me, a Notary Public of the District of Columbia, personally appeared William Mathew Kenna and Bertha Bishop Kenna, 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 Samuel Garrett Swain, 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) Joseph H.Bartenstein

Notary Public.

Recorded 9 June 1925 at 3 P. M.

Washington, D. C. May 15th,1925.

For value received, I hereby assign this mortgage to Chas. H. Neely, trading as C.H. Neely and Co.

Test: Chas. T. Vance Samuel Garrett Swain (Seal)

Recorded 9 June 1925 at 3 P. M.

For value received, I hereby assign this Mortgage and the notes secured thereby to James M. Munroe, Trustee.

Witness my hand and seal this 29 May 1925.

Test: Saml. Brooke C.H Neely (Seal)
Trading as C. H. Neely & Co.

Recorded 9 June 1925 at 3 P. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify that the aforegoing Mortgage was truly taken and copied from Liber W.N.W. No. 104 folio 485 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, this 4th October, A. D. 1940.

(Court Seal) John H. Hopkins,3rd.,Clerk.

Bertha Bishop Kenna, et al, No. 8091 Equity.

vs. In The Circuit Court For

Joseph F. Swain, et al Anne Arundel County.

Plaintiffs Exhibit #3 -- Filed Oct. 10th., 1940.

This Mortgage, made this 15th day of May, in the year nineteen hundred and twenty-five, by William Mathew Kenna, and Bertha Bishop Kenna, his wife, of the first part and Samuel Garrett Swain, of the second part, all of Washington, in the District of Columbia, Witnesseth:

Whereas the parties of the first part have this day purchased from Samuel Garrett Swain and Margaret Swain, his wife, the hereinafter described property at and for the sum of three thousand dollars of which the sum of two hundred fifty dollars is paid in cash, and

Whereas for the payment of the sum of two thousand dollars part of the balance remaining due and unpaid, the parties of the first part have executed unto the party of the second part a mortgage of even date herewith to secure the same, and

Whereas, for the payment of the remaining sum of seven hundred fifty dollars ($750.00) the parties of the first part have passed unto the party of the second part their thirty seven promissory notes of even date herewith each for the sum of Twenty dollars ($20.00) and payable at intervals of one month each and have also passed unto the party of the second part their one note of even date herewith for the sum of ten dollars ($10.00) payable theity eight months after date, each of said note to bear interest at the rate of six per cent per annum, and

Whereas the execution of these presents to secure the said indebtedness as evidence by said promissory notes was a condition precedent to the sale of said property.

Now This Mortgage Witnesseth, that for and in consideration of the premises the parties of the first part do grant unto the party of the second part the following property, viz:

All that lot of ground situate in the First Election District of Anne Arundel County on Shelter Bay, as laid down on a plat of the property of South River Park, duly recorded in the office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book W. N. W. No. 2, folio 25, and thereon designated as the southwest one half of Lot Number seventeen(17) of Section A, which is described by metes and bounds, courses and distances in a deed thereof from Samuel Garrett Swain and wife, unto the parties of the first part of even date herewith and intended to be of prior record hereto among the aforesaid Land Records.

Being the same property which was conveyed unto Samuel Garrett Swain and Margaret Swain, his wife, by Robert G. Marks and wife, by deed dated 17th day of July 1923, and recorded in the Land Records aforesaid in Liber W. N. W. No. 68 folio 197.

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 Samuel Garrett Swain his heirs and assigns, forever.

Provided, that if the said parties of the first part, their heirs personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of seven hundred fifty ($750.00) dollars and all interest thereon accrued when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises the parties of the first part shall possess the aforesaid property upon paying in the meantime all taxes and assessments public dues and charges, of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property which taxes, assessments public dues, charges, mortgage debt and interest the said parties of the first part for themselves, their heirs personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same or in any agreement, covenant or condition of this Mortgage then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said party of the second part, his personal representatives or assigns, by James M. Munroe, their Attorney or Agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof his, her or their heirs, or assigns, and which sale shall be made in the manner following; viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County and such other notice as by the said Mortgagee, his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property under the powers hereby granted the proceeds arising from such sale to apply, First to the payment of all expenses incident to such sale, including a fee of fifty ($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 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, by James M. Munroe, their said Attorney shall not be required to receive the principal and interest only, of said

mortgage debt in satisfaction thereof unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said parties of the first part for themselves and for their personal representatives and assigns, do further covenant to insure and pending the existence of this mortgage to keep insured in some good company satisfactory to the said Mortgagee, his personal representa tives and assigns, the improvements on the hereby mortgaged land to the amount of at least seven hundred fifty ($750.00) Dollars and to cause the policy to be effected thereon to be so framed or endorsed as in case of fire to inure to the benefit of the said Mortgagee 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: William Mathew Kenna (Seal)

Chas. T. Vance Bertha Bishop Kenna (Seal)

District of Columbia, SS:

I Hereby Certify that on this 15th day of May in the year nineteen hundred and twenty five before me, a Notary Public of the District of Columbia personally appeared William Mathew Kenna and Bertha Bishop Kenna, 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 Samuel Garrett Swain 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) Joseph H. Bartenstein

Recorded June 9th, 1925, at 3 P. M. Notary Public.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Mortgage was truly taken and copied from Liber W.N.W. No. 110, folio 193 one of the Land Reoord 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 4th day of October, A. D. 1940.

(Court Seal) John H. Hopkins,3rd.,Clerk.

Bertha B. Kenna, et al No.8091 Equity.

vs. In The Circuit Court For

Joseph F. Swain, et al. Anne Arundel County.

Testimony before the Court October 17th.,1940. --Filed Oct. 17th.,1940.

(Judge R.P.Melvin.)

Mr. R. Tilghman Brice,111, Solicitor for Plaintiff.

I hereby certify the following testimony was taken by me as Court Stenographer, before Judge Ridgely P. Melvin, on October 17th, 1940, and by me transcribed for the record.

Juliet D. Strahorn,

Court Stenographer.

Witnesses:

R. Tilghman Brice, 111, --------1 to 2

Joseph Francis Swain, ----------2 to 3

Walter F. Smith, ----------4 to 5
Edward McAleer, ---------- 6

R. Tilghman Brice, 111, a witness of lawful age being first duly sworn, deposes and says:-

I am R. Tilghman Brice, 111, Attorney-at-Law of Annapolis, Md. state as follows:-

The chain of title to the Southwest half of Lot 17 Section A as shown on the Plat of South River Park is as follows: Samuel Garret_ Swain and wife conveyed this portion of this lot to William M. Kenna and Bertha Bishop Kenna, his wife, by deed dated the 15th day of May, 1925, recorded among the Land Records of Anne Arundel County in Liber W. N. W.110 folio 191. At the time Dr. and Mrs. Kenna gave two mortgages, one to Samuel Garret_ Swain dated the 15th day of May, 1925 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. 104, folio 485 in the amount of $2,000, which said mortgage was short-assigned the same day to Charles H. Neely, trading as C. H. Neely and Co., and on the 29th of May, 1925 the mortgage was short-assigned to James M. Munroe, Trustee.

At this time offer a certified copy of said mortgage as Exhibit 2.

The second mortgage was given from Dr. and Mrs. Kenna to Samuel Garret_ Swain dated the 15th day of May, 1925, recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 110, folio 193, in the amount of $750.

Offered in evidence as Exhibit No. 3.

Neither of these mortgages has been released of record. Mr. Munroe is now dead. Mr. Swain is now dead. I have been unable to determine for whom Mr. Munroe was Trustee, and from the information I have I believe that he has assigned this mortgage to some one else which will come out in the further testimony.

Mr. and Mrs. Bryce are Plaintiffs in the case. Mr. Norman F. Bryce and Louise Beller Bryce, his wife, purchased this lot from Bertha Bishop Kenna, widow of William M. Kenna on the 26th day of August, 1940, deed recorded in Anne Arundel County Land Records J. H. H. 225, folio 107, and are now the owners of the property mentioned herein.

Certified copy of deed offered in evidence marked Exhibit No. 1.

(Court)

You have given the chain of title for the property involved in these proceedings, is the information given to the Court in the matter based upon your personal examination of the records?

A. Yes. These two mortgages have not been released of record.

Mr. Joseph Francis Swain, a witness of lawful age, being first duly sworn, says:-

(Brice)

1. State your name and residence?

A. Joseph Francis Swain, 6301 Oakridge Ave., Chevy Chase, Montgomery Co., Maryland.

2. What was your father's name? A. Samuel Garret_ Swain.

3. Is he now living or dead? A. He was deceased October 20th, 1932.

4. Do you know of your own knowledge whether or not in his life time he held a mortgage from William M. Kenna and Bertha Bishop Kenna dated the 15th day of May, 1925 and recorded among the Land Records of Anne Arundel County in W. N. W. 110, folio 193 in the amount of $750? I show you a certified copy of the mortgaged filed as Exhibit No. 3.

A. I recall that there was a mortgage, and this is the one referred to.

5. do you know whether or not there was a mortgage in the principal sum of $750 as of May,1925?

A. I know there was a mortgage of that amount, of that date I don't know the date, but to the best of my knowledge now that is the mortgage certified copy of which is filed here.

6. Did your father die testate or intestate? A. He died intestate.

7. Is your mother dead? A. She deceased January 19th, 1940.

8. Do you know whether or not this mortgage has been paid?

A. To the best of my knowledge it was paid.

9. On what do you base that?

A. From conversations between my mother and father, at the time I was travelling, I was a salesman on the road, that was paid off.

10. Was there any administration on your father's estate?

A. No administration.

11. Any administration on your mother's estate?

A. There was but no mention made of this mortgage, no mention made of this particular property.

12. Were you familiar with your father's papers and affairs? A. I was.

13. Did you notice any evidence of any outstanding indebtedness to him based on this mortgage?

A. None whatever.

14. Find any evidence of it actually having been released? A. No.

15. It was not carried at all either as a debt or as asset? A. No.

16. When did your father die? A. October 20th 1932.

17. Did your father have any other children besides you?

A. Yes, four others besides me. Two died in infancy, a sister Mary Louise Swain who signed the Answer and a brother Samuel Garret_ Swain, Jr. who also signed an Answer filed in the papers.

18. Do you as an heir of your mother and father make any claim to this mortgage?

A. I do not.

19. Do you know whether or not your brothers and sisters do?

A. Neither one do not.

20. So far as your brother and sister are concerned, and you also, this mortgage is paid and satisfied?

A. Paid and satisfied and should be released, as a matter of record.

Walter F. Smith, a witness of lawful age, being first duly sworn, deposes and says:-

(Bryce)

1. State your name and position you occupy?

A. Walter F. Smith, I am employed by The American Security Company of Washington, D. C.

2. What is your position with that company?

A. Note Teller and Collection Teller.

3. As Note Teller and Collection Teller do you have the custody of the records of The American Security Company with respect to any mortgages or notes they may have for collection?

A. Yes I do at the N. E. Branch.

4. Did The American Security Trust Company of Washington hold a mortgage note signed by William M. Kenna and Bertha Bishop Kenna dated the 15th of May, 1925 and secured by a first mortgage on Lot 17, Section A of South River Park?

A. We had a note answering that description held for collection for the account of Bertha Bishop Kenna.

5. Is that card you are holding there a record of the Bank? A. It is.

6. Will you please tell the Court exactly what that card shows and what disposition was made of the note?

A. On May 19th, 1928 Mrs. Bertha Bishop Kenna deposited a note for $2000 signed by William M. Kenna and Bertha Bishop Kenna for her account, note dated May 15th, 1925, and it had been extended to May 15th, 1928, and was extended from time to time until November 15th, 1934; but, on August 2nd, 1934, this noye was paid in full by Dr. Kenna, and amount received by the Bank for Mrs. Kenna's account was $2025.

7. Who were the makers of the note?

A. William M. Kenna and Bertha Bishop Kenna, placed to the account of Mrs.Kenna.

8. Who was the payee?

A. Our record does not show who the payee was, but Mrs. Kenna deposited this note in the Bank, it was three years old then. Mrs. Kenna was a woman of considerable mean_ and she had a great many investments with us and it looks to me like she took up the note when it fell due; whoever the holder was, it was paid off by Mrs. Kenna, the note of Mr. and Mrs. Kenna, she brought the note and entered it to ner account and Dr. Kenna continued to pay on it. They had other transactions of that kind, I know one time she loaned him $1600 to buy a car and he paid his own wife back at the rate of $40 a month. The only thing here that is not clear there is no record of the payee on this card, there maybe five or six endorsements.

9. What is the date? A. May 15th, 1925.

10. Is there anything on that card or in your records to show a reference to the title or where the mortgage is recorded, or anything to show that it is a mortgage note?

A. Only thing it says secures a certain Lot 17 Section A South River Park, Anne Arundel County, Md.

11. That shows has been paid in full?

A. Yes, on August 2nd.,1934.

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

(Brice)

1. State your name and position you hold?

A. Edward McAleer Secretary of The Equitable Building Association of Washington, D. C.

2. I believe you own a piece of property very close to the property we are discussing here?

A. Yes, the other half of Lot 17.

3. Did you know Dr. and Mrs. Kenna?

A. Very closely as neighbors at South River Park.

4. You have heard the testimony here, and I believe you know the purpose of this suit, is there any information you have that would give the Court any enlightenment on the matter?

A. Dr. Kenna was a doctor at St. Elizabeth's Hospital, Mrs. Bertha Bishop Kenna was his second wife, she had been a nurse and the doctor met her in the work, his second marriage, both well along in 60 or 65 probably for the doctor. I always felt she had ample means,

she had been a Bishop of The Bishop Safe and Lock Company of Conn. I cannot testify how they kept their accounts I always felt and believed she was the means of the family, he was a doc-
a mental Doctor
tor,/his mind on that line only. She had many investments in Washington Real Estate notes in her name in Washington.

5. Do you know of your own knowledge whether or not these mortgages have been paid?

A. They told me that they had been paid off that the property was then clear.

6. Who told you that?

A. In talking with Mr. and Mrs. Kenna they said they took a whipping on some of their investments but said they had South River a clear investment.

Bertha Bishop Kenna, Widow, Norman F. Bryce — No. 8091 Equity.
Louise Beller Bryce, his wife, — In The Circuit Court
vs. — For
Joseph F. Swain,M. Louise Swain,S.Garrett — Anne Arundel County.
Swain, Jr.,Walter C. Munroe, Administrator
of Estate of James M. Munroe,

Answer of Joseph F. Swain, M. Louise Swain and S. Garrett Swain, Jr., to Bill of Complaint. -- Filed Nov. 10th., 1940.

To the Honorable, the Judges of said Court:

The Answer of Joseph F. Swain, M. Louise Swain, and S. Garrett Swain, Jr., to the Bill of Complaint filed in this case, respectfully shows:

First: That they neither admit nor deny the allegations set forth in the first paragraph of the Bill of Complaint having no personal knowledge of the facts alleged therein.

Second: That they neither admit nor deny the allegations set forth in the second paragraph of the Bill of Complaint having no personal knowledge of the facts alleged therein.

Third: That they admit that William M. Kenna and Bertha Bishop Kenna, his wife, gave a mortgage dated the 15th day of May, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 110, folio 195, in the amount of Seven Hundred and Fifty ($750.00) Dollars, to their father, Samuel Garrett Swain, Sr., and admit that the same has not been released of record on the Land Records of Anne Arundel County.

Fourth: They admit the allegations contained in the fourth paragraph of said Bill of Complaint.

Fifth: They neither admit nor deny the allegations as set forth in the fifth paragraph of the said Bill of Complaint having no personal knowledge thereof.

Sixth: They neither admit nor deny the allegations as set forth in the Sixth Paragraph of the said Bill of Complaint having no personal knowledge thereof.

Seventh: That they admit the allegations as set forth in the Seventh Paragraph of said Bill of Complaint and further aver that the said mortgage was paid during the lifetime of the said Samuel Garrett Swain, Sr., as to both principal and interest and that all of the covenants and agreements therein contained were complied with.

Eighth: They neither admit nor deny the allegations contained in the Eighth Paragraph of said Bill of Complaint having no personal knowledge thereof.

Having fully answered said Bill of Complaint, your Respondents pray to be dismissed with

their proper costs.

And as in duty bound, etc.,

Joseph F. Swain

M. Louise Swain

S. Garrett Swain, Jr.

District of Columbia, to-wit:

I Hereby Certify, That on this 27th day of September in the year nineteen hundred and forty, before me, the subscriber, a Notary Public of the District of Columbia, in and for said District, personally appeared Joseph F. Swain, M. Louise Swain, and S. Garrett Swain, Jr., and they made oath in due form of law that the matters and things as set forth in the aforegoing Answer are true and correct to the best of their knowledge and belief.

As witness my hand and Notarial seal.

My commission expires October 31st. 1940 (Notarial Seal) Mary G. Murr

Notary Public.

Bertha Bishop Kenna, Widow, Norman F. Bryce
Louise Beller Bryce, his wife,
vs.
Joseph F. Swain,M.Louise Swain, S. Garrett Swain,Jr.
Walter C. Munroe, Administrator c.t.a. of the Estate of James M. Munroe, deceased.

No. 8091 Equity.
In The Circuit Court
For
Anne Arundel County.

Answer of Walter C. Munroe, Administrator c.t.a. of the estate of James M. Munroe, deceased, to Bill of Complaint. -- Filed Nov. 10th., 1940.

To the Honorable, the Judges of said Court:

The Answer of Walter C. Munroe, administrator c.t.a. of the Estate of James M. Munroe, deceased, respectfully shows:

That having no personal knowledge of the allegations set forth in the Bill of Complaint heretofore filed in this case, he can neither admit nor deny any of the allegations set forth therein except those allegations mentioned in the Fifth Paragraph of said Bill of Complaint, which allegation he admits.

Having answered said Bill of Complaint, he prays to be dismissed with his proper costs.

And as in duty bound, etc.,

Walter C. Munroe, Administrator
c.t.a. of the Estate of James M.Munroe,deceased.

Bertha Bishop Kenna, Widow, Norman F. Bryce
Louise Beller Bryce, his wife,
vs.
Joseph F. Swain, M. Louise Swain, S. Garrett Swain Jr., Walter C. Munroe, Administrator c.t.a. of the Estate of James M. Munroe,deceased.

No. 8091 Equity.
In The Circuit Court
For
Anne Arundel County.

DECREE. Filed Nov. 13, 1940

This Cause standing ready for hearing and having been heard in open Court and testimony taken before the Court on the 17th day of October, 1940, proceedings having been read and considered, and it appearing to the Court that the mortgages mentioned in the Bill of Complaint, to-wit: (1) Mortgage from William Mathews Kenna and Bertha Bishop Kenna, his

wife, to Samuel Garrett Swain, dated the 15th day of May, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 104, folio 485, in the amount of $2,000.00, and which said mortgage was short-assigned the same day ot Charles H. Neely, trading as C. H. Neely and Co.; and on the 29th day of May, 1925, the said mortgage was duly short-assigned to James M. Munroe, Trustee; and (2) a mortgage from William Mathew_Kenna and Bertha Bishop Kenna, his wife, to Samuel Garrett Swain, dated the 15th day of May, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 110, folio 193, in the amount of $750.00; said mortgages not having been released constitute a cloud on the title of the property of the Plaintiffs, Norman F. Bryce and Louise Beller Bryce, his wife, the present owners of the property covered by the aforesaid mortgages; and it further appearing to the Court that both of the aforesaid mortgages have long since been paid and all of the covenants therein have been complied with and that the said mortgages should be released of record, it is therefore, this 13th day of November, 1940, Adjudged, Ordered and Decreed by the Circuit Court for Anne Arundel County, in Equity, that the abovementioned mortgages have been fully paid and satisfied and all of the covenants therein mentioned have been complied with; and it is FURTHER ORDERED that R. Tilghman Brice, lll, be and he is hereby appointed Trustee to execute and deliver a good and sufficient release of the aforementioned mortgages to the Mortgagors William Mathew_Kenna and Bertha Bishop Kenna, his wife, and to the Plaintiffs, Norman F. Bryce and Louise Beller Bryce, his wife, the present owners of the property covered by the aforesaid mortgages.

Ridgely P. Melvin,

Judge.

In The Matter Of The Sale Of The Mortgaged Real Estate of George E. Hambruch.	:	No. 7963 Equity. In The Circuit Court For Anne Arundel County.

Eq

Mr. Clerk:

Please docket this suit, file the within mortgages, pass upon and file the accompanying bond.

George E. Rullman, Assignee.

Mortgage -- Filed April 4" 1940.

This Mortgage, Made this seventeenth day of December, in the year nineteen hundred and thirty-seven, between George E. Hambruch, of Anne Arundel County, State of Maryland, mortgagor, and the Annapolis and Eastport Building Association, of the City of Annapolis, Maryland, a body corporate under the Laws of said State, mortgagee.

Whereas, the said Mortgagor being the holder of 192 shares of unredeemed stock of said Association and a member thereof, has received from it an advance of Ninety Six Hundred dollars, to complete the purchase price of the property hereinafter mentioned, which is the full par value of said 192 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 192 shares of stock to said Association in accordance with its present constitution, said mort-

gagor has agreed to execute this mortgage--the execution hereof being a condition precedent of said advance being made by said Association.

Now therefore, this Mortgage Witnesseth: That in consideration of the premises and the sum of one dollar, the said George E. Hambruch does hereby grant and convey unto the said Annapoli_ and Eastport Building Association, its successors and assigns,

First. All that lot of ground situate on the south side of Main or Church Street, Annapolis, Maryland, upon which are situated buildings designated as Nos. 137 and 139 on said Street, and described as follows:

Beginning for the same at a point on the south side of Main or Church Street 298 feet 2 inches from the line of Conduit Street, and running thence with the line of said Main or Church Street south 71° east 17 feet to an alleyway; thence bounding on the line of said alleyway south 24½° west 86 feet; thence leaving ---------- the alley and running north 66° west 19.75 feet; thence north 26½° east 44.40 feet; thence north 24½° east 40.40 feet to the south side of said Main or Church Street at the point of beginning. Being the property which was conveyed to the said George E. Hambruch and Elsie M. Hambruch, his wife, by deed dated January 31, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 49 folio 372, from Samuel Hyatt and wife.

Second: All that tract or parcel of land, being part of "Primrose" situate in the Second Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at the intersection of Tyler Street with the right of way of the Bay Ridge Railway, which said Street has been and is dedicated to uses of a public street and highway, and running south 1° 45' west along said right of way 1000 feet to a stake; then north 29° 15' west 852½ feet to the center of said Tyler Street; then along the center of said Street north 60° 45' east 511½ feet to the place of beginning. Containing five acres of land, as surveyed by C. W. Gould in March, 1910. Being the property which was conveyed to the said George E. Hambruch and Elsie M. Hambruch, his wife, by Charles Burton Woolley, unmarried, by deed dated February 23, 1922, and recorded among the aforesaid Land Records in Liber W. N. W. No. 49 folio 427.

The aforegoing properties being the same which were conveyed to the said George E. Hambruch by George B. Woelfel and H. Courtenay Jenifer, Trustees, by deed dated and left for record among the aforesaid Land Records simultaneously with these presents, free, clear and discharged from any right of dower which his said wife, Elsie Minnie Hambruch, may have.

It is hereby agreed by the Mortgagor as a condition of this mortgage that, in the event of default in any of the covenants hereof, the Mortgagee, its successors and assigns, shall be entitled to collect and receive all income and rent from the mortgaged premises; and for the purpose of giving effect to this agreement, the said Mortgagor hereby assigns to the said Mortgagee the said income and rent, the same to be effective immediately upon default under this mortgage.

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

To have and to hold the above described parcel of ground and premises unto and to the use and benefit of said Annapolis and Eastport Building Association, its successors and assigns forever.

Provided, That if the said mortgagor shall make tne payments and perform each and every the covenants herein on his respective part to be made and performed, then this mortgage shall be void.

And the said mortgagor, for himself, his heirs, executors, administrators and assigns, covenants with the said mortgagee, its successors and assigns, to pay and perform as follows, viz: To pay to the said mortgagee, its successors and assigns, on the principal sum, the weekly sum of Nineteen and 20/100 Dollars being Ten cents on each share every Saturday night in each week regularly and promptly, for the period of four years from the date hereof, or until the afgregate 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 Ninety-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 Mortgagor by the said Association in accordance with its charter, constitution and by-laws, which are made a part of this mortgage, for failure to pay each and every of said weekly sums at the time limited, or perform any other obligation required of him hereunder, or under said constitution and by-laws, and to keep the buildings on said lot of ground insured against loss or damage by fire to at least the amount of Ninety Six Hundred dollars, and have the policy of insurance so endorsed or assigned that the same shall enure to the benefit of said mortgagee, its successors or assigns, in the event of loss or damage, to the extent of its or their claim hereunder.

Tne said weekly payments shall continue to be made as herein specified, and the covenants shall remain in force until the aggregate of the weekly sums aforesaid paid by said mortgagor, during the continuance of this mortgage, exclusive of all fines, penalties and liabilities imposed hereunder, shall amount to the said advanced sum and the interest chargeable thereon.

And it is agreed that until default be made in the premises, the said mortgagor may use and occupy the hereby mortgaged property.

But if default be made in the payment of any of the said weekly sums of money, or in the performance of the covenants or conditions herein mentioned on the part of the said mortgagor or either of them, then the whole mortgage debt hereby intended to be secured, shall be deemed due and demandable and the said mortgagee, its successors or assigns, or 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 prop-

erty 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 mortgagor, or whoever may be entitled to the same.

And the said mortgagor, for himself, his heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission to said Mortgagor for himself, his heirs, personal representatives and assigns, do hereby covenant to pay, and the said mortgagee, its successors or assigns, or 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 hand and seal of the mortgagor,

Test: Laura R. Jickling. Geo. E. Hambruch (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this seventeenth day of December, 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 George E. Hambruch and acknowledged the foregoing mortgage to be his act.

And at the same time also personally appeared T. Roland Brown, the President of the Annapolis and Eastport Building Association, and made oath in due form of law that the consideration named in the foregoing mortgage, is true and bona fide as therein set forth.

Witness my hand and notarial seal.

(Notarial Seal) Laura R. Jickling.
Notary Public.

For value received, the Annapolis & Eastport Building Association, of the City of Annapolis, Maryland, a body corporate, hereby assigns the foregoing mortgage and the debt thereby secured to George E. Rullman for purposes of foreclosure, this 1st day of April, 1940.

The Annapolis & Eastport Building

Attest: (Corporate Seal) Association of the City of Annapolis, Maryland.

Tilden O. Atwell, By Carey L. Meredith,
Secretary. Vice President.

Received for Record 4 day of April 1940, at 11 o'clock A. M. and the same day recorded in Liber F. A. M. No. 170, Fol.306, Land Records of Anne Arundel County.

John H. Hopkins, 3rd.,
Clerk.

Mortgage from George E. Hambruch To The Annapolis and Eastport Building Association of the City of Annapolis, Maryland.

No. 7963 Equity. In The Circuit Court For Anne Arundel County.

Mortgage -- filed April 4" 1940 (State Stamp $.80)

This Mortgage, Made this seventeenth day of October, in the year nineteen hundred and thirty-nine, between George E. Hambruch, of Anne Arundel County, State of Maryland, mortgagor, and the Annapolis and Eastport Building Association,of the City of Annapolis, Maryland, a body corporate under the Laws of said State, mortgagee.

Whereas, the said George E. Hambruch being the holder of sixteen shares of unredeemed stock of said Association and a member thereof, has received from it an advance of Eight Hundred dollars, which is the full par value of said sixteen 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 sixteen shares of stock to said Association in accordance with its present constitution, said mortgagor has agreed to execute this mortgage--the execution hereof being a condition precedent of said advance being made by said Association.

Now therefore, this Mortgage Witnesseth, That in consideration of the premises and the sum of one dollar, the said George E. Hambruch does hereby grant and convey unto the said Annapolis and Eastport Building Association, its successors and assigns, in fee simple.

First. All that lot of ground situate on the south side of Main or Church Street, Annapolis, Maryland, upon which are situated buildings designated as Nos. 137 and 139 on said Street, and described as follows:

Beginning for the same at a point on the South side of Main or Church Street, 298 feet 2 inches from the line of Conduit Street, and running thence with the line of said Main or Church Street South 71° East 17 feet to an alleyway; thence bounding on the line of said alleyway South 24½° West 86 feet; thence leaving the alley and running North 66° West 19.75 feet; thence North 26½° East 44.40 feet; thence North 24½° East 40.40 feet to the South side of said Main or Church Street at the point of beginning. Being the property which was conveyed to the said George E. Hambruch and Elsie M. Hambruch, his wife, by deed dated January 31, 1922, and recorded among the Land Records of Anne Arundel County ih Liber W. N. W. No. 49 folio 372, from Samuel Hyatt and Yettie Hyatt, his wife.

Second. All that tract or parcel of land, being part of "Primrose" situate in the Second Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at the intersection of Tyler Street with the right of way of the Bay Ridge Railway, which said Street has been and is dedicated to uses of a public street and highway, and running South 1° 45' West along said right of way 1000 feet to a stake; then North 29° 15' West 852½ feet to the center of said Tyler Street; then along the center of said Street North 60° 45' East 511½ feet to the place of beginning. Containing five acres of land, as surveyed by C. W. Gould in March, 1910. Being the property which was conveyed to the said George E. Hambruch and Elsie M. Hambruch, his wife, by Charles Burton Woolley, unmarried, by deed dated February 23, 1922, and recorded among the aforesaid Land Records in Liber W. N. W. No. 49 folio 427.

The aforegoing properties being the same which were conveyed to the said George E. Hambruch by George B. Woelfel and H. Courtenay Jenifer, Trustees, by deed dated December 17, 1937,

and recorded among the aforesaid Land Records in Liber F. A. M. No. 175 folio 385, "free, clear and discharged from any right of dower which his said wife, Elsie Minnie Hambruch, may have."

It is hereby agreed by the Mortgagor as a condition of this mortgage that, in the event of default in any of the covenants hereof, the Mortgagee, its successors and assigns, shall be entitled to collect and receive all income and rent from the mortgaged premises; and for the purpose of giving effect to this agreement, the said Mortgagor hereby assigns to the said Mortgagee the said income and rent, the same to be effective immediately upon default under this mortgage.

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

To have and to hold the above described parcel of ground and premises unto and to the use and benefit of said Annapolis and Eastport Building Association, its successors and assigns forever.

Provided, That if the said mortgagor shall make the payments and perform each and every the covenants herein on his respective part to be made and performed, then this mortgage shall be void.

And the said mortgagor, for himself, his heirs, executors, administrators and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows, viz: To pay to the said mortgagee, its successors and assigns, on the principal sum, the weekly sum of Four and no/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 Eight 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 Mortgagor by the said Association in accordance with its charter, constitution and by-laws, which are made a part of this mortgage, for failure to pay each and every of said weekly sums at the time limited, or perform any other obligation required of him hereunder, or under said constitution and by laws, and to keep the buildings on said lot of ground insured against loss or damage by fire to at least the amount of Eight Hundred dollars, and have the policy of insurance so endorsed or assigned that the same shall enure to the benefit of said mortgagee, its successors or assigns, in the event of loss or damage, to the extent of its or their claim hereunder.

The said weekly payments shall continue to be made as herein specified, and the covenants shall remain in force until the aggregate of the weekly sums aforesaid paid by said mortgagor, during the continuance of this mortgage, exclusive of all fines, panalties and

liabilities imposed hereunder, shall amount to the said advanced sum and the interest chargeable thereon.

And it is agreed that until default be made in the premises, the said mortgagor may use and occupy the hereby mortgaged property.

But if default be made in the payment of any of the said weekly sums of money, or in the performance of the covenants or conditions herein mentioned on the part of the said mortgagor, or either of them, then the whole mortgage debt hereby intended to be secured shall be deemed due and demandable and the said mortgagee, its successors or assigns, or George E. Rullman, 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 the 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 mortgagor, or whoever may be entitled to the same.

And the said mortgagor, for himself, his heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and b_come 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 to said Mortgagor for himself, his heirs, personal representatives and assigns, do hereby covenant to pay, and the said mortgagee, its successors or assigns, or 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 commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal costs, expenses and commission.

Witness the hand and seal of the mortgagor,

Test: Ruby W. Chaney. George E. Hambruch (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this seventeenth day of October, in the year nineteen hundred and thirty nine before me a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared George E. Hambruch and acknowledged the foregoing mortgage to be his 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) Ruby W. Chaney

Notary Public.

For value received, The Annapolis & Eastport Building Association, of the City of Annapolis, Maryland, a body corporate, hereby assigns the foregoing mortgage and the debt thereby secured to George E. Rullman for purposes of foreclosure, this 1st day of April, 1940, (Corporate Seal) The Annapolis & Eastport Building Association of the City of Annapolis, Maryland,

Attest:

Tilden O. Atwell,

Secretary.

By Carey L. Meredith,

Vice-President.

Received for Record 4 day of April 1940, at 11 o'clock A. M. and the same day recorded in Liber J. H. H., No. 201, Fol. 90, Land Records of Anne Arundel County.

John H. Hopkins, 3rd.,Clerk.

In The Matter of the Sale of the Mortgaged Real Estate of George E. Hambruch.

No. 7963 Equity.

In The Circuit Court For Anne Arundel County.

Statement of Mortgage Debt. -- Filed April 4th., 1940.

Annapolis, Md., April 4, 1940.

Mr. George E. Hambruch,

To The Annapolis & Eastport Building Assn. Dr.

To balance due on loans	$9,281.62
To interest to day of sale	326.45
To fine	18.60
Total	$9,626.67

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 4th day of April, 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.

In the Matter of the Sale of the Mortgaged Real Estate of George E. Hambruch.

No. 7963 Equity.

In The Circuit Court For Anne Arundel County.

Bond -- Filed & Approved 4th day of April, 1940. John H. Hopkins,3rd., Clerk.

Know all Men by these Presents:

That We, George E. Rullman, of Annapolis, 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 Ten 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 first day of April, in the year of our Lord nineteen hundred and forty.

Whereas, the above bounden, George E. Rullman, by virtue of a power contained in 2 mortgages from George E. Hambruch to Annapolis & Eastport Building Association, dated December 17, 1937, and October 17, 1939, and recorded in Liber F. A. M. No. 170 folio 304, and J. H. H. No. 201 folio 88, respectively, etc., of the Land Record Books of Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein; and

Whereas, such default has occurred and the said George E. Rullman is about to execute the power vested in him in said mortgage.

Now The Condition of the Above Obligation Is Such, that if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered — George E. Rullman, (Seal)
in the presence of (Corporate Seal) — Maryland Casualty Company
Ruby W. Chaney — Per Charles F. Lee of
Attest: Marjorie Buys. — Chas. F. Lee & Co.,Agts.

In The Matter of the Sale of the Mortgaged Real Estate of George E. Hambruch. — No. 7963 Equity. In The Circuit Court For Anne Arundel County.

Assignee's Report of Sale. -- Filed May 1st., 1940.

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:

That under and by virtue of the power of sale contained in two mortgages from George E. Hambruch, dated December 17th., 1937, and October 17th, 1939, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 170 folio 304, and Liber J. H. H. No. 201, folio 88, respectively, 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 mortgages, which assignments have been duly recorded among the aforesaid Land Records, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, 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 mortgages and of the law for such cases made and provided, offered the property in said mortgages described for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, April 30th, 1940, at eleven o'clock A. M. The property was offered separately and the following bids were received:

$6800.00 for the property situate on Main Street, and $4800.00 for the property situate near Eastport, in the Second Election District of Anne Arundel County, Maryland. The two properties

were then offered as a whole, and no bid in addition to the sum total of the separate bids was received. Accordingly, the said George E. Rullman, Assignee, sold to Harry Wollman and Esther Ida Wollman, his wife, at and for the sum of Sixty Eight Hundred Dollars ($6800.00), the firstly described property, as follows, they being then and there the highest bidders therefor:

All that lot of ground situate on the South side of Main or Church Street, Annapolis, Maryland, with a frontage on said Street of 17 feet and a depth of 86 feet, more or less.

Said lot being improved by a two and one-half story brick and frame building, designated as No. 139 Main Street.

And the said George E. Rullman, Assignee, sold to George B. Woelfel at and for the sum of Forty Eight Hundred Dollars ($4800.00), the secondly described property, as follows, he being then and there the highest bidder therefor:

All that tract or parcel of land, being part of "Primrose" situate at the intersection of Tyler Street and the right of way of the old Bay Ridge Railway, in the Second Election District of Anne Arundel County, Maryland, containing five (5) acres of land, as surveyed by C. W. Gould in March, 1910. Said tract of land is improved by a two story frame dwelling, barn, garage and florist's greenhouses.

And the said Assignee further reports that he has received from the said purchasers the deposits as required by the terms of said sale, and has also received the purchasers' agreements to comply with the terms of sale, which are as follows:

"Terms of Sale: The above property will be offered for sale separately and then as a whole; if sold separately a deposit of $500.00 will be required of the purchaser on the firstly described property and $500.00 on the secondly described property; and if sold as a whole a deposit of $1,000 will be required of the purchaser on the day of sale, 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 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 30th 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.

Advertisement of Sale -- George W. Scible, Auctioneer.

Assignee's Sale of Valuable Business Property situate on Main Street, Annapolis, Md., near Eastport, Anne Arundel County, Md.

Under and by virtue of the power of sale contained in the two mortgages from George E. Hambruch, the first dated the 17th day of December, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 170, folio 304, and the second dated

the 17th day of October, 1939, and recorded among said Land Records in Liber J. H. H. No. 201, folio 88, 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, April 30, 1940 at 11 o'clock A. M., the property described in said mortgages; namely:

First: All that lot of ground situate on the south side of Main or Church Street, Annapolis, Maryland, with a frontage on said street of 17 feet and a depth of 86 feet, more or less.

Said lot of ground being improved by a two and one-half story brick and frame building, designated as No. 139 Main street, the first floor of which is now occupied as a florist shop.

Second: All that tract or parcel of land, being part of "Primrose," situate at the intersection of Tyler street and the right of way of the old Bay Ridge Railway, in the Second Election District of Anne Arundel County, Maryland, containing five (5) acres of land, as surveyed by C. W. Gould in March, 1910.

Said tract of land is improved by a two-story frame dwelling, barn, garage and florist's greenhouses.

The aforegoing properties being the same which were conveyed to the said George E. Hambruch by George B. Woelfel and H. Courtenay Jenifer, Trustees, by deed dated December 17, 1937, and recorded among the aforesaid Land Records in Liber F. A. M. No. 174, folio 385, "free, clear and discharged from any right of dower which his said wife, Elsie Minnie Hambruch, may have."

Terms of Sale: The above property will be offered for sale separately and then as a whole; if sold separately a deposit of $500.00 will be required of the purchaser on the firstly described property and $500.00 on the secondly described property; and if sole as a whole a deposit of $1,000.00 will be required of the purchaser on the day of sale; 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 to be adjusted to the day of sale.

George E. Rullman, Assignee,
Lee Building, Annapolis, Md.

Auctioneer's Certificates. Filed May 1st., 1940.

April 30, 1940.

I hereby certify that I have this day sold the within firstly described property to Harry Wollman and Esther Ida Wollman, his wife, at and for the sum of Sixty Eight Hundred Dollars ($6800.00), they being then and there the highest bidders therefor, and I further certify that the sale was fairly made.

Geo. W. Scible, Auctioneer.

April 30, 1940.

I hereby certify that I have this day sold the within secondly described property to George B. Woelfel at and for the sum of Forty Eight Hundred Dollars ($4800.00), he being then and there the highest bidder therefor, and I further certify that the sale was fairly made.

Geo. W. Scible, Auctioneer.

Purchasers' Agreement (Main Street Property) -- Filed May 1st., 1940.

April 30, 1940.

We hereby certify that we have this day purchased the within firstly described property from George E. Rullman, Assignee, at and for the sum of Sixty Eight Hundred Dollars ($6800.00),

and we hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

Harry Wollman (Seal)

Test: Ruby W. Chaney.

Esther Ida Wollman (Seal)

Purchaser's Agreement (Eastport property) Filed May 1st., 1940.

April 30, 1940.

I hereby certify that I have this day purchased the within secondly described property from George E. Rullman, Assignee, at and for the sum of Forty Eight Hundred Dollars ($4800.00), and I hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

Test: Ruby W. Chaney.

George B. Woelfel (Seal)

ORDER NISI.

Ordered, this 1st., day of May, 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 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 the amount of sales to be Eleven Thousand Six Hundred Dollars ($11,600.00).

John H. Hopkins, 3rd., Clerk.

Certificate of Publication. Annapolis, Md., June 3, 1940.

We hereby certify, that the annexed Order Nisi- Sale - Hambruch #7963 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 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.

In the Matter of the Sale of the Mortgaged Real Estate of George E. Hambruch.

No. 7963 Equity.

In The Circuit Court For Anne Arundel County.

Petition to substitute the names of Meyer W. Gilden and Sadie R. Gilden, his wife, as purchasers and consents and order of Court thereon. --Filed May 28" 1940.

To the Honorable, the Judge of said Court:

The petition of George B. Woelfel respectfully shows:

1. That heretofore, to wit: On the 30th day of April, in the year 1940, your Petitioner purchased from George E. Rullman, attorney named in the mortgage, the 5.1 acre lot of ground located in the Second Election District of Anne Arundel County and secondly described in the report of sale, the purchase price being $4800.00, of which said amount your Pe-

titioner has paid $500 in cash.

2. That your Petitioner is now desirous of transferring all his right, title and interest in the purchased property aforesaid to Meyer W. Gilden and Sadie R. Gilden, his wife, both of whom have agreed to comply with the terms of the sale.

Wherefore your Petitioner prays:

That the names of Meyer W. Gilden and Sadie R. Gilden, his wife, may be substituted in the place and stead of himself as the purchasers.

And as in duty bound, etc.

George B. Woelfel, Petitioner.

We, the undersigned, do hereby agree to the substitution of our names as purchasers of the aforesaid real estate and agree to comply with the terms of the sale.

Meyer W. Gilden

Sadie R. Gilden.

I, the undersigned, the attorney named in the mortgage, do hereby consent to the substitution of Meyer W. Gilden and Sadie R. Gilden, his wife, as purchasers of the real estate heretofore sold to George B. Woelfel.

George E. Rullman,

Attorney named in the mortgage.

ORDER OF COURT.

Upon the aforegoing petition and consents, it is this 29th day of May, in the year 1940, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED that Meyer W. Gilden and Sadie R. Gilden, his wife, be, and they are hereby made substituted purchasers of the real estate in these proceedings heretofore sold and report sold to George B. Woelfel in the name and place of the said George B. Woelfel.

Ridgely P. Melvin, Judge.

In the Matter of the Sale of the Mortgaged Real Estate of George E. Hambruch.

No. 7963 Equity.

In The Circuit Court For Anne Arundel County.

Auditor's Report and Account. --Filed June 17th., 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 George E. Hambruch in ac. with George E. Rullman, Assignee.

To Assignee for Commissions	$380.12	$
To Assignee for fees	100.00	480.12
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	17.35	
Auditor	18.00	45.35

To Amounts brought forward		$	$525 47
To Assignee for Expenses, viz:			
Capital-Gazette Press - advertising sale		30.00	
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	
George W. Scible - auctioneer		31.00	
Chas. F. Lee & Co. - bond premium		40.00	
Ruby W. Chaney - notary fees		1.00	
One-half Federal revenue stamps		6.00	
One-half State revenue stamps		5.80	130.80
To Assignee for Taxes, viz:			
1940 State & County -	(Eastport property) ($163.60 -adj)	54.56	
1940 State & County -	(Main St. property) ($67.69 - adj)	22.57	77.13
To Assignee for Benefit Charges, viz:			
Annapolis Water Co. - water rent to 4/30/40			29.18
To Annapolis & Eastport Building Ass'n., mortgagee - in full for mortgage claim			9,626.67
To Annapolis Banking & Trust Co. - in full for judgment claim (#29 Trials Jan. Term, 1940)			432.50
To George B. Woelfel, Assignee of Annapolis Banking & Trust Co. - in full for judgment claim (#30 Trials, January Term, 1940) principal - $419.15, interest $7.47, costs $12.50, collection fee $41.91)			481.03
To S. S. Pennock Co. - on account judgment claim (#31 Trials, January Term, 1940) principal $536.19, interest $14.12, costs $12.50, collection fee $53.61		406.67	
		$11,709.45	

Cr. Apr. 30, 1940	Proceeds sale of Main St. property	$6,800.00		
	Interest on deferred payment	42.00	$6,842.00	
	Refund 1939 City taxes on Main St. property ($51.83 - adj)			8.65
	Adjustment fire insurance premium (Main St. property)			30.15
	Proceeds sale of Eastport property	4,800.00		

To Amounts brought forward	$4,800.00	$ 6,880.80
To Interest on deferred payment	$28.65	4,828.65
		$11,709.45

ORDER NISI.

Ordered, This 17th., 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 18th., 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 18th., day of July next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., July 15, 1940

We hereby certify, that the annexed Order Nisi - Auditor's Acct. - Hambruch 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 18th day of July, 1940. The first insertion being made the 18th 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 22nd 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.

John Dobihal and : No. 7092 Equity.

Mary A. Dobihal, his wife : In The Circuit Court For

vs. : Anne Arundel County.

Amanda Teal.

Bill of Complaint. -- Filed Dec. 10th., 1935.

To The Honorable, The Judge Of Said Court:

The Bill of Complaint of John Dobihal and Mary A. Dobihal, his wife, by Daniel Ellison, their Attorney, respectfully shows:

1. That Charles F. Seibel, deceased, was a brother-in-law of Mary A. Dobihal.

2. That during the moth of October of 1934, said Charles F. Seibel entered into an oral agreement with your Orators that if they would board, lodge, and care for him, he would pay them at the rate of Three Dollars per day, which obligation your Orators agreed to assume; that in compliance therewith, said Seibel, on October 7, 1934, moved to the home of your Orators, and remained there until February 20, 1935, receiving more than adequate board, lodging, and care.

3. That said Seibel paid no money or other consideration to your Orators, so that at the time of his departure on February 20, 1935, there was due them the sum of Four Hundred and Eleven Dollars ($411.00), representing 137 days board.

Ef 4. That during his lifetime said Seibel was seized of certain real estate in Anne Arundel County, to-wit: three lots with improvements as follows:

a. Described in a deed dated July 23, 1921, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. #41 folio 352, a certified copy thereof marked Exhibit "A" being filed in a companion case hereto on the 4th day of June, 1935 in this Honorable Court, praying the same relief, and entitled Eva L. Wilson, Plaintiff versus Amanda Teal, Defendant.

b. Described in a deed dated February 10, 1925 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. #102 folio 493, a certified copy thereof marked Exhibit "B" being filed in said companion case of Wilson versus Teal.

c. Described in a deed dated April 24, 1911 and recorded among the Land Records of Anne Arundel
Baltimore County in Liber G. W. #84 folio 150 etc, a certified copy thereof marked Exhibit "C" being filed in said companion case of Wilson vs Teal.

5. That on said 20th day of February, 1935, said Seibel went to live with the Respondent, and on said date conveyed to her the aforesaid real estate by deed recorded among the Land Records of Anne Arundel County in Liber _____ 135 folio 357 etc, a certified copy of which is filed in said case of Wilson versus Teal marked Exhibit "D".

6. That at the time of the execution of said deed to Amanda Teal, said Seibel was eighty years old, ill, infirm, and physically helpless; that in addition thereto he was mentally unsound, and unfit for the transaction of any business, and incapable of executing a valid deed or contract, and he remained in that condition until March 29, 1935, when he died.

7. That being physically and mentally unsound, he was induced thru the fraud, misrepresentation, and undue influence of the Defendant, to execute and deliver the aforesaid deed to her.

8. That on April 18, 1935 your Orators filed their claim for Four Hundred and Eleven

Dollars ($411.00) in the Orphans' Court of Anne Arundel County, but have received no payments thereon, and have been informed that there are no assets in said estate.

9. That said pretended conveyance, unless set aside and annulled, will deprive your Orators of their rights as creditors against the estate of said Seibel, as your Orators are informed, and therefore aver, that there are no other assets belonging to said Seibel or in his estate, from which payment to them can be made.

10. That said deed is without consideration, is fraudulent and void as agisnt your Orators, was obtained to hinder and delay your Orators in the collection of their claim, and should be set aside by a Court of Equity.

TO THE END THEREFORE:

a. That said alleged deed from Charles F. Seibel to Amanda Teal dated February 20, 1935 be declared null and void.

b. That said alleged deed de decreed to be in fraud of your Orators' rights.

c. That this Court decree such other and further relief as the nature of this bill requires or justifies.

AND AS IN DUTY BOUND, ETC.

May it please your Honor to grant unto your Orators the writ of subpoena, directed to Amanda Teal, of Anne Arundel County, commanding her to be and appear in this Court at some certain day, to be named therein, and answer the premises, and abide by and perform such decree as may be passed therein.

John Dobihal
Mary Dobihal, Plaintiffs.

Daniel Ellison,
Attorney for Plaintiffs.

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

I Hereby Certify, that on this 7 day of December, 1935, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared John Dobihal and Mary A. Dobihal, his wife, and made oath in due form of law that the matters and facts in the aforegoing Bill are true to the best of their knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal) Steven J. Everd
Notary Public.

Upon the Aforegoing Bill of Complaint and Affidavit, it is this 10" day of December, 1935 by the Circuit Court of Anne Arundel County, In Equity, Ordered, that the relief prayed in the Bill of Complaint be granted, unless cause to the contrary be shown on or before the 6th day of January 1935, provided a copy of this Bill of Complaint be served on the Respondent on or before the 20th day of December 1935

Linwood L. Clark, Judge.

John Dobihal and Mary A. Dobihal, his wife,
vs.
Amanda Teal.

No. 7092 Equity.
In The Circuit Court For
Anne Arundel County.

Answer -- Filed Jany. 3rd., 1936.

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

The Answer of Amanda Teal to the Bill of Complaint of John Dobihal and Mary A. Dobihal, his wife, in this Honorable Court exhibited, respectfully shows:

1. That she admits the allegations contained in Paragraph 1 of said Bill of Complaint.

11. That she neither admits nor denies the allegations contained in Paragraph 2 of the Bill of Complaint but calls for strict proof thereof.

111. That the allegations contained in the third paragraph of said Bill of Complaint are denied both as to there being any sum of money due the Complainants by Charles F. Seibel as well as that the said Charles F. Seibel / paid no money or other consideration to the Complainants.

1V. That the allegations contained in Paragraph 4 (a), (b) and (c) are admitted by this Respondent.

V. That the allegations contained in Paragraph 5 of said Bill of Complaint are admitted.

Vl. That this Respondent admits the allegations of the 6th Paragraph of said Bill of Complaint as to the age and physical helplessness of the Charles F. Seibel but denies emphatically that he was of unsound mind or incapable of executing a valid deed or contract at the time when the deed of the properties mentioned in the 4th Paragraph of the Bill of Complaint was executed and this Respondent demands strict proof thereof.

Vll. That this Respondent answering the 7th Paragraph of said Bill of Complaint, again denies that the said Charles F. Seibel was mentally unsound, denies that the deed mentioned in said Paragraph 7 was executed or delivered through fraud, misrepresentation or undue influence and calls upon the Complainants for strict proof thereof.

Vlll. That this Respondent neither admits nor denies the allegation contained in Paragraph 8 of the Bill of Complaint that the Complainants filed a claim in the Orphan's Court of Anne Arundel County but calls for proof thereof; further answering said Paragraph 8 of the Bill of Complaint this Respondent admits that no payments have been made "thereon", that is to say, on any claim filed in the Orphan's Court; and further answering Paragraph 8 of said Bill of Complaint, this Respondent neither admits nor denies that there are any assets in the Estate of Charles F. Seibel.

IX. That this Respondent answering Paragraph 9 of said Bill of Complaint denies that the Complainants are creditors in the Estate of Charles F. Seibel or have any right therein in so far as their claim for board, lodging and care as mentioned in Paragraph 2 of the Bill of Complaint is concerned; and further answering said Paragraph 9 this Respondent again neither admits nor denies that there are assets belonging to the Estate of Charles F. Seibel from which payments could be made.

X. That this Respondent answering Paragraph 10 of said Bill of Complaint denies that the deed to her from Charles F. Seibel was without consideration or that it was fraudulent and void as against the Complainants and denies that the same was obtained to hinder and delay the Complainants in the collection of any claim and your Respondent demands strict proof of this allegation.

Xl. Further answering the Bill of Complaint in this case this Respondent says that the same is not sufficient in form in that the Complainants have failed to file proper Exhibits but have attempted to circumvent this by referring to other Exhibits in a suit which Complainants allege is a "companion" suit.

XII. Further answering the Bill of Complaint in this case this Respondent says that there is a suit pending in this Court titled Eva L. Wilson vs. Amanda Teal, being No. 6982 Equity in which the same relief is prayed that the Complainants in this Bill of Complaint ask for which is admitted by the Complainants herein in Paragraph 4 (a) of said Bill of Complaint, that the same relates to the same subject matter and can be determined by one decree and hence is multifarious.

And having fully answered said Bill of Complaint as far as she is advised she should, your Respondent prays that the Bill of Complaint be dismissed with costs.

And as in duty bound, etc.

Noah A. Hillman,

Solicitor for Defendant.

John Dobihal and Mary A. Dobihal, his wife

vs.

Amanda Teal.

No. 7092 Equity.

In The Circuit Court For

Anne Arundel County.

Petition and Order -- Filed May 25th., 1937.

To The Honorable, The Judge Of Said Court:

Your Petitioners, John Dobihal and Mary A. Dobihal, his wife, by Daniel Ellison, their Attorney, respectfully represent unto your Honor:

1. That heretofore, on or about December 10, 1935, your Petitioners filed a Bill of Complaint against the Defendant, Amanda Teal, among other things, for board and lodging supplied Charles F. Seibel, Deceased.

2. That since the institution of said suit it has been learned that the said John Dobihal is not a proper party to the suit and your Petitioners desire to amend the Bill of Complaint by striking out said John Dobihal as Complainant and file an Amended Bill of Complaint in the individual name of Mary A. Dobihal,

And, as in duty bound, etc.

Daniel Ellison.

Attorney for Petitioners.

Upon the aforegoing Petition, it is this 21" day of May, 1937, by the Circuit Court for Anne Arundel County, in equity.

Ordered, that the Petitioners be and they are hereby authorized to file an Amended Bill of Complaint eliminating the said John Dobihal as party-complainant, unless cause to the contrary be shown, on or before the 15" day of June, 1937, provided a copy of this Petition and Order be served on the Defendant, or her Attorney of record, on or before the 5" day of June, 1937.

Linwood L. Clark, Judge.

Mary A. Dobihal

vs.

Amanda Teal.

No. 7092 Equity.

In the Circuit Court for

Anne Arundel County.

Amended Bill of Complaint. -- Filed May 25" 1937.

To The Honorable, The Judge of Said Court:

Your Oratrix, Mary A. Dobihal, by Daniel Ellison, her Solicitor, leave of Court having been first had and obtained, files this, her Amended Bill of Complaint, complaining, respect-

fully shows unto your Honor:

1. That Charles F. Seibel, deceased, was a brother-in-law of Mary A. Dobinal.

2. That during the month of October of 1934, said Charles F. Seibel entered into an oral agreement with your Oratrix that if she would board, lodge and care for him, he would pay her at the rate of Three Dollars per day, which obligation your Oratrix agreed to assume; that in compliance therewith, said Seibel, on October 7, 1934, moved to the home of your Oratrix and remained there until February 20, 1935, receiving more than adequate board, lodging and care.

3. That said Seibel paid no money or other consideration to your Oratrix, so that at the time of his departure, on February 20, 1935, there was due her the sum of Four Hundred and Eleven Dollars ($411.00), representing 137 days board.

4. That during his lifetime the said Seibel was seized of certain real estate in Anne Arundel County, which said real estate was the subject matter of a suit in this Honorable Court entitled Eva L. Wilson vs. Amanda Teal, and consisted of three lots and improvements as follows:

a. Described in a Deed dated July 23, 1921 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 41, folio 352, a certified copy of which deed is filed in the said case of Wilson vs. Teal and marked Exhibit A.

b. Described in a Deed dated February 10, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 102, folio 493, etc., a certified copy of which deed is filed in the said case of Wilson vs. Teal and marked Exhibit B.

c. Described in a Deed dated April 24, 1911, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 84, folio 150, etc., a certified copy of which deed is filed in the said case of Wilson vs. Teal and marked Exhibit C.

5. That on or about February 20, 1935, the said Seibel went to live with the Respondent, and on said date conveyed to the said Respondent the aforesaid real estate by deed recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 135, Folio 357, etc., a certified copy of which deed is filed in the said case of Wilson vs. Teal and marked Exhibit D.

6. That at the time of the execution of the said Deed to Amanda Teal, said Seibel was eighty years old, ill, infirm, and physically helpless; and that such condition rendered him unfit for the transaction of any business, and he remained in that condition until March 29, 1935, when he died.

7. That being physically ill and infirm, he was not in a condition to understand the necessity of paying his accrued obligations before divesting himself of his entire property.

8. That subsequent to the death of said Seibel, a Will was filed in the Orphans' Court of Anne Arundel County but said Will was not probated and aside from a Caveat that was filed thereto by Eva L. Wilson, a daughter of the deceased, no further action was taken by the said Orphans' Court of Anne Arundel County.

9. That on April 18, 1935, your Oratrix filed her claim for Four Hundred and Eleven Dollars ($411.00) in the said Orphans' Court of Anne Arundel County but has received no payments thereon, and has been informed that there are no assets in said estate.

10. That the said deed referred to in Paragraph 5 is without consideration, is fraud-

ulent and void as against your Oratrix; was obtained to hinder and delay your Oratrix in the collection of her claim and should be set aside by a Court of Equity.

TO THE END THEREFORE:

a. That said alleged deed from Charles F. Seibel to Amanda Teal dated February 20, 1935, be declared null and void.

b. That said alleged deed be decreed to be in fraud of your Oratrix's rights.

c. That this Court decree such other and further relief as the nature of this bill requires or justifies.

AND AS IN DUTY BOUND, etc.

May it please your Honor to grant unto your Oratrix the writ of subpoena, directed to Amanda Teal, of Anne Arundel County, commanding her to be and appear in this Court at some certain day, to be named therein, and answer the premises, and abide by and perform such decree as may be passed therein.

Mary A. Dobihal, — Daniel Ellison

Respondent. — Solicitor for Plaintiff.

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

I Hereby Certify, that on this 17th day of May, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Mary A. Dobihal, and made oath in due form of law that the matters and facts in the aforegoing Bill are true to the best of their knowledge and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) Rose Sabel

Notary Public.

Mary A. Dobihal — No. 7092 Equity.

vs. — In The Circuit Court For

Amanda Teal. — Anne Arundel County.

Answer to Amended Bill of Complaint. -- Filed June 7th., 1937.

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

The Answer of Amanda Teal, by Noah A. Hillman, her Solicitor, to the Amended Bill of Complaint of Mary A. Dobihal, in this Honorable Court exhibited, respectfully shows:

1. That she admits the allegations contained in Paragraph 1 of said Bill of Complaint.

11. That she neither admits nor denies the allegations contained in Paragraph 2 in the Bill of Complaint but calls for strict proof thereof.

111. That the allegations in the 3rd Paragraph of the Bill of Complaint are denied both as to there being any sum of money due the Complainant by Charles F. Seibel, as well as that said Charles F. Seibel paid no money or other consideration to the Complainant.

1V. The allegations contained in Paragraph 4 (a), (b) and (c) are admitted by this Respondent.

V. The allegations contained in Paragraph 5 in the Bill of Complaint are admitted.

Vl. That this Respondent admits the allegations of the 6th Paragraph of said Bill of Complaint as to the age and physical helplessness of the said Charles F. Seibel; further answering said 6th Paragraph this Respondent denies emphatically that Seibel was by reason of such condition rendered unfit for the transaction of any business but this Respondent says that the

said Seibel was of sound mind and capable of executing a valid Deed or Contract at the time the Deed to the parties mentioned in the 4th Paragraph of the Bill of Complaint was executed; and further answering said 6th Paragraph, this Respondent demands strict proof from the Complaint that the physical condition of Seibel rendered him unfit for the transaction of any business.

Vll. That this Respondent denies the allegations in Paragraph 7 of the Bill of Complaint and demands strict proof thereof; further answering Paragraph 7 this Respondent shows that Seibel owed the Complaint nothing by way of accrued obligations.

Vlll. Answering Paragraph 8 of the Bill of Complaint, this Respondent neither admits nor denies the allegations therein contained but calls for strict proof thereof.

lX. Answering the 9th Paragraph this Respondent denies that the Complainant is a creditor of the Estate of Charles F. Seibel or that she has any right therein in so far as her claim for board, lodging or care as mentioned in Paragraph 2 of the Amended Bill of Complaint is concerned; but further answering said Paragraph 9 this Respondent denies that there are assets belonging to the Estate of Charles F. Seibel from which payments could be made, and your Respondent demands strict proof of the allegations contained in Paragraph 9.

X. This Respondent answering Paragraph 10 of the Bill of Complaint denies that the Deed to her from Charles F. Seibel was without consideration and she denies that it was fraudulent and void as against the Complainant; and further answering said Paragraph 10 this Respondent denies that the said Deed was obtained to delay and hinder the Complainant in the collection of any claim and your Respondent demands strict proof of this allegation.

Xl. And further answering the Bill of Complaint in this case this Respondent says that the same is not sufficient in form in that the Complainant has

(a) failed to file any Exhibits of the Deeds which are mentioned.

(b) that the Complainant has failed to file any Exhibits from the Orphan's Court in the matter of the Estate of Charles F. Seibel.

(c) That the Complainant has attempted to circumvent the filing of the Exhibits by referring to Exhibits in a suit which the Complainant says in the 4th Paragraph of the Amended Bill of Complaint is entitled "Eva L. Wilson vs. Amanda Teal."

Xll. And further answering the Amended Bill of Complainant in this case this Respondent says that the suit referred to by the Complainant as "Eva L. Wilson vs. Amanda Teal" (No. 6982 Equity) in which the relief prayed was that the Deed from Charles F. Seibel to this Respondent be set aside on the ground that the said Seibel was incapable of making a valid Deed by reason of his condition was terminated in this Honorable Court by a Decree in favor of this Respondent, thereby closing the question of the incapacity of said Seibel to make a Deed and understand its nature.

And having fully answered said Bill of Complaint as far as she is advised she should, your Respondent prays that the Bill of Complaint be dismissed with costs.

And as in duty bound, etc.

Noah A. Hillman

Solicitor for Respondent.

Mary A. Dobihal — No. 7092 Equity.

vs. — In The Circuit Court For

Amanda Teal. — Anne Arundel County.

Petition of A. Risley Ensor, Trustee in Bankruptcy to be made party defendant, & Order thereon.

Filed Oct. 5th., 1939.

To The Honorable, The Judge of Said Court:

Your petitioner, A. Risley Ensor, respectfully represents unto your Honor:

1. That on July 12th., 1939, your petitioner, A. Risley Ensor, was appointed Trustee in the Matter of Amanda Teal, Bankrupt, said case being docketed as No. 9268 Bankruptcy in the United States District Court for the District of Maryland, certified copy of your petitioner's appointment being filed herewith as Petitioner's Exhibit No. 1.

2. That the said Amanda Teal, bankrupt, is the same party as Amanda Teal, the defendant named in this case.

3. That the purpose of the bill of complaint heretofore filed in the above entitled case (Mary A. Dobihal vs. Amanda Teal) is to have declared null and void a deed by which the said Amanda Teal acquired title to certain Anne Arundel County real properties which are now part of the assets of the bankrupt estate of the said Amanda Teal; that the ultimate disposition of the case now before this Court will determine whether or not there are any substantial assets in the aforesaid bankruptcy matter; that your petitioner has obtained authority from the United States District Court for the District of Maryland directing your petitioner to defend the interests of the aforesaid bankruptcy estate in this Honorable Court,

TO THE END THEREFORE:

1. That your petitioner, A. Risley Ensor, Trustee in Bankruptcy in the Matter of Amanda Teal, Bankrupt, may be made a party defendant in this case.

And as in duty bound, etc.

A. Risley Ensor, Trustee.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 29th 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 A. Risley Ensor, the petitioner named in the aforegoing petition, and made oath in due form of law that the matters and facts in the aforegoing petition are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) Minna D. Grolman

Notary Public.

Upon the aforegoing petition and affidavit it is this 6th day of October, 1939, by the Circuit Court for Anne Arundel County, Adjudged, Ordered and Decreed that A. Risley Ensor, Trustee in Bankruptcy in the Matter of Amanda Teal, Bankrupt, be and is hereby made a party defendant in the above entitled case with leave to answer within fifteen days from the signing of this Order.

Ridgely P. Melvin, Judge.

Mary A. Dobihal — No. 7092 Equity.

vs. — In The Circuit Court For

Amanda Teal and A. Risley Ensor, Trustee — Anne Arundel County.

in Bankruptcy in the Matter of Amanda Teal, Bankrupt

Respondent Ensor's Exhibit No. 1 -- Filed Oct. 5th., 1939.

United States of America, District of Maryland: to wit:

I, Arthur L. Spamer, Clerk of the District Court of the United States for the District of Maryland, do certify that A. Risley Ensor, was on the 12th day of July, 1939, appointed Trustee of the Bankrupt estate of Amanda Teal

And I do further certify that the said Trustee has qualified as such by filing the required bond, which has been duly approved.

In Testimony Whereof, I hereunto set my hand and affix the seal of said District Court, this 3rd day of October, 1939.

(Court Seal) Arthur L. Spamer, Clerk.

Mary A. Dobihal — No. 7092 Equity.

vs. — In The Circuit Court For

Amanda Teal and A. Risley Ensor, Trustee in Bankruptcy in the Matter of Amanda Teal, Bankrupt. — Anne Arundel County.

Petition to restrain tax sale of properties title to which is in litigation in this Court and in the U. S. District Court for the District of Maryland, & Order thereon

Filed Oct. 5" 1939.

To The Honorable, The Judge of Said Court:

Your petitioner, A. Risley Ensor, Trustee in Bankruptcy in the Matter of Amanda Teal, Bankrupt, complaining, respectfully represents unto your Honor:

1. That on July 12th., 1939, your petitioner, A. Risley Ensor, was appointed Trustee in the Matter of Amanda Teal, Bankrupt, said case being docketed in the United States District Court for the District of Maryland as Bankruptcy Case No. 9268, and that a certified copy of your petitioner's said appointment has heretofore been filed by your petitioner in this Court and is made a part hereof.

2. That the said Amanda Teal, bankrupt, is the same party as Amanda Teal, one of the defendants named in this case.

3. That this case involves title to certain Anne Arundel County real properties assessed in the name of Amanda Teal, to wit:

a certain parcel of land improved by a one-story dwelling located on the southeast corner of Outing Avenue and East Shore Road, being part of Subdivision 77 on a Plat of Outing Park recorded among the Plat Records of Anne Arundel County in Liber G W 1 Folio 134, said parcel being more fully described in a deed from J. Leland Hanna and wife to Charles F. Seibel and wife, recorded among the land records of Anne Arundel County in Liber G W 84 Folio 150;

a certain parcel of land improved by a one-story dwelling located 132.8 feet east from the east side of Outing Avenue on East Shore Road, being part of Subdivision 77 on the aforesaid Plat of Outing Park, said parcel being more fully described in a deed from James E. Geraghty and wife to Charles F. Seibel and wife, recorded among the land records of Anne Arundel County in Liber W N W 412 Folio 352;

an undeveloped wooded parcel of land on the Mountain Road several miles from Lipin's Corner, more fully described in a deed from Charles S. Dulaney and wife to Charles F. Seibel and wife, recorded among the land records of Anne Arundel County in Liber WNW 102 Folio 493.

4. That John M. Green, County Treasurer of Anne Arundel County, has advertised for tax sale on October 9th, 1939, certain real properties assessed in the name of Amanda Teal, located in the third district of Anne Arundel, and described in the advertisements as follows: in The Maryland Gazette, a paper published in Annapolis, Maryland:

"3-26759 Teal, Amanda. 18 4/10 acres, situated at Solley on the Mountain Road, Anne Arundel County. Taxes, interest and costs, $30.52.

3-26757, 26760, 26761 Teal, Amanda. Part of lot 77 and improvement and part of lot 1 and improvement and lots 22-23, Section 61, situated at Green Haven, Anne Arundel County. Taxes, interest and costs, $50.26.";

and that the properties so described include the three parcels described in the third paragraph of this petition.

5. That your petitioner has no funds in his hands as trustee in bankruptcy at the present time to pay said taxes.

6. That the tax sale of the properties so advertised for sale by the County Treasuerer as aforesaid would defeat the purposes of the bankruptcy case and would seriously conflict with and disturb the jurisdiction of the United States District Court for the District of Maryland and would unnecessarily defeat the rights of many parties in said court.

7. That your petitioner is informed that at the present time due to the illness of the County Treasurer the duties of that office are being carried on by one Vernon Black, Acting Treasurer of Anne Arundel County.

TO THE END THEREFORE:

1. That John M. Green, County Treasurer, and Vernon Black, Acting Treasurer, of Anne Arundel County, may be required to answer this petition and show cause, if any cause they have, why they should not be restrained from selling and further advertising for tax sale any and all real properties, including improvements thereon, assessed in the name of Amanda Teal, including the properties described in the third and fourth paragraphs of this petition, until the final disposition of this case, and until the final settlement of the Matter of Amanda Teal, Bankrupt, No. 9268 Bankruptcy, in the United States District Court for the District of Maryland.

2. That until judicial determination of the issue or issues raised by this petition and any answer thereto the said John M. Green, County Treasurer, and Vernon Black, Acting Treasurer of Anne Arundel County, may be restrained and enjoined from selling or further advertising for sale any and all real properties, including improvements thereon now assessed in the name of Amanda Teal, including the properties described in the third and fourth paragraphs of this petition.

3. That this Honorable Court may grant unto your petitioner such other and further relief as this case may require.

May it please your Honor to grant unto your petitioner the writ of subpoena directed to John M. Green, Treasurer, and Vernon Black, Acting Treasurer of Anne Arundel County, commanding them to be and appear in this Court at some day certain, to be named therein, and answer the premises, and show cause if any they have, why the relief prayed should not be granted, and abide by and perform such decree as may be passed therein.

A. Risley Ensor, Trustee
in Bankruptcy in the Matter of Amanda
Teal, Bankrupt

State of Maryland City of Baltimore: to wit:

I Hereby Certify, that on this 29th 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 A. Risley Ensor, the petitioner named in the aforegoing petition, and made oath in due form of law that the matters and facts in the aforegoing petition are true to the best of his knowledge and belief.

As Witness my hand and notarial seal.

(Notarial Seal) Minna D. Grolman,
Notary Public.

Upon the aforegoing petition and affidavit it is this 6th day of October, 1939, by the Circuit Court For Anne Arundel County, ADJUDGED, ORDERED and DECREED that John M. Green, County Treasurer, and Vernon Black, Acting County Treasurer of Anne Arundel County, answer the aforegoing petition within the time required by law and show cause, if any they have, why they should not be restrained and enjoined from selling and further advertising for sale, any and all real properties in Anne Arundel County, including improvements thereon, which are assessed in the name of Amanda Teal, including the real properties described in the third and fourth paragraphs of the aforegoing petition, until the final disposition of the above entitled case, and until the final settlement of the Matter of Amanda Teal, Bankrupt, No. 9268 Bankruptcy in the United States District Court for the District of Maryland, provided a copy of this petition is served on the said John M. Green, Treasurer, and Vernon Black, Acting Treasurer of Anne Arundel County, or either of them, on or before the 7th day of October, 1939.

Ridgely P. Melvin, Judge.

Upon the aforegoing petition and affidavit it is this 6th day of October, 1939, by the Circuit Court For Anne Arundel County, FURTHER ADJUDGED, ORDERED and DECREED that until determination by this Court of the issue or issues raised by said petition and any answer thereto John M. Green, County Treasurer, and Vernon Black, Acting County Treasurer of Anne Arundel County, are hereby restrained and enjoined from selling or further advertising for sale for taxes any and all real properties, including improvements thereon, which are assessed in the name of Amanda Teal, including those real properties described in the third and fourth paragraphs of the aforegoing petition, provided a copy of this order is served on the said John M. Green, County Treasurer, and Vernon Black, Acting County Treasurer of Anne Arundel County, or either of them, on or before the 7th day of October, 1939.

Ridgely P. Melvin, Judge.

Summoned John M. Green, County Treasurer and Vernon Black, Acting County Treasurer, By service on Vernon Black, acting County Treasurer, and two copies of Petition of A. Risley Ensor, Trustee and Order of Court left in the hands of Vernon Black, Acting County Treasurer this 6th day of October 1939.

Russell C. Turner.
Per: PBB

Mary A. Dobihal vs. Amanda Teal and
A. Risley Ensor, Trustee in Bankruptcy etc.

No. 7092 Equity.
In The Circuit Court For
Anne Arundel County.

Answer of A. Risley Ensor, Trustee, to Amended Bill of Complaint. --Filed October 6th.,1939.

To The Honorable The Judge of Said Court:

The Answer of A. Risley Ensor, Trustee in Bankruptcy in the Matter of Amanda Teal, Bankrupt, to the Amended Bill of Complaint of Mary A. Dobihal heretofore filed in the above entitled case respectfully represents:

1. That having no knowledge thereof he neither admits nor denies the allegations contained in Paragraph 1 of said Amended Bill of Complaint but demands strict proof thereof.

2. That having no knowledge thereof he neither admits nor denies the allegations contained in Paragraph 2 of said Amended Bill of Complaint but demands strict proof thereof.

3. That having no knowledge thereof he neither admits nor denies the allegations contained in Paragraph 3 of said Amended Bill of Complaint but demands strict proof thereof.

4. That he admits the allegations contained in Paragraph 4 (a), (b) and (c) of said Amended Bill of Complaint.

5. That having no knowledge thereof he neither admits nor denies the allegations contained in the Paragraph 5 of said Amended Bill of Complaint to the effect that Seibel went to live with Amanda Teal on or about February 20, 1935, but demands strict proof thereof, but that he admits that Charles F. Seibel on February 20th, 1935 conveyed certain real property to Amanda Teal as alleged in said paragraph.

6. Having no knowledge thereof he neither admits nor denies the allegations contained in Paragraph 6 of said Amended Bill of Complaint but demands strict proof thereof.

7. That having no knowledge thereof he neither admits nor denies the allegations contained in Paragraph 7 of said Amended Bill of Complaint but demands strict proof thereof.

8. That having no knowledge thereof he neither admits nor denies the allegations contained in Paragraph 8 of said Amended Bill of Complaint but demands strict proof thereof.

9. That having no knowledge thereof he neither admits nor denies the allegations contained in Paragraph 9 of said Amended Bill of Complaint but demands strict proof thereof.

10. That he is reliably informed that there was legally sufficient consideration for the deed referred to in paragraphs 5 and 10 of said Amended Bill of Complaint wherefore he emphatically denies the allegations contained in Paragraph 10 of said Bill of Complaint.

11. That Amanda Teal, the defendant named in said Amended Bill of Complaint, was adjudicated a bankrupt in the United States District Court for the District of Maryland on May 18th, 1939, and your respondent, A. Risley Ensor, was appointed trustee in the matter of Amanda Teal, Bankruptcy Case No. 9268, on July 12, 1939.

That he was joined in this case as a party defendant by Order of this Court dated _____.

And having fully answered said Amended Bill of Complaint your respondent prays to be dismissed with costs on the Complainant.

A. Risley Ensor, Trustee.

State of Maryland City of Baltimore: to wit:

I Hereby Certify, THAT ON THIS 29th 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 A. Risley Ensor, Trustee in Bankruptcy in the Matter of Amanda Teal, Bankrupt, and made oath in due form of law that the matters and facts in the aforegoing Answer to the Amended Bill of Complaint are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) Minna D. Grolman

Notary Public.

Mary A. Dobihal

vs.

Amanda Teal.

No. 7092 Equity.

In The Circuit Court For

Anne Arundel County.

Order to strike out Appearance -- Filed January 30th., 1940.

Mr. Clerk:

Please strike out my appearance in the above titled case.

Noah A. Hillman,

Solicitor for Defendant.

Petition to require Amanda Teal to employ new counsel and Order thereon. Filed Feby.9th.,1940

To The Honorable, The Judges of Said Court:

The petition of A.Risley Ensor, one of the defendants, respectfully represents unto your Honors:

(1). That your petitioner is informed that Noah A. Hillman, Esq., attorney at law, who was attorney for Amanda Teal, one of the defendants, has struck out his appearance in this case, and that the said Amanda Teal is without legal representation in said case.

(2). That this case is scheduled to be tried before Your Honor on February 15, 1940.

(3). That although your petitioner, as trustee of the estate of the said Amanda Teal, bankrupt, in defending his interests as trustee aforesaid will incidentally defend the interests of the said Amanda Teal, the said Amanda Teal has a technical right to be represented by counsel at the said forthcoming trial.

Wherefore, your petitioner prays that this Honorable Court lay a rule requiring the said Amanda Teal to employ new counsel on or before February 14, 1940, provided the said Amanda Teal is served with a copy of said rule on or before February 12, 1940.

And as in duty bound, etc.

A. Risley Ensor,

Petitioner.

State of Maryland: City of Baltimore: To Wit:

I Hereby Certify that on this 8th day of February 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared A. Risley Ensor, Trustee in bankruptcy in the Estate of Amanda Teal, bankrupt, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal,

(Notarial Seal) Minna D. Grolman,

Notary Public.

Upon the aforegoing petition and affidavit this 9th day of February, 1940, by the Circuit Court for Anne Arundel County that Amanda Teal, one of the defendants in the above entitled case be and is hereby required to employ new counsel to represent the said Amanda Teal in the above entitled case on or before February 14, 1940, provided the said Amanda Teal is served with a copy of this Order on or before February 12, 1940.

Ridgely P. Melvin, Judge.

Petition and Order of Court served on Amanda Teal, defendant and a copy of the Petition and Order of Court left in her hands this 10th day of February 1940.

Russell C. Turner

Sheriff of Anne Arundel County.
Per: Kelly.

John Dobihal and wife,

vs.

Amanda Teal.

No. 7092 Equity.

In The Circuit Court For

Anne Arundel County.

Testimony on behalf of the Plaintiff and Defendant, Febry. 29th, 1940.--Filed March 18" 1940.

Before the Court. Judge Ridgely P. Melvin. February 29th, 1940.

Present:

Mr. Tadum, Attorney for the Plaintiff.

Mr. A. Risley Ensor, Attorney for Trustee in Bankruptcy.

Defendant Amanda Teal not present, or represented.

Juliet D. Strahorn, Court Stenographer.

Witnesses.

John Dobihal, ----------2 to 5 ----------5 to 9

Mary Dobihal, ---------- 10 to 11 ----------11 to 13

Mollie Hubbard, ---------- 14

Cordelia Kahl, ---------- 15 to 16 ----------16

Defense.

Athur Padgett, ---------- 17 to 19 ----------19

--------- I hereby certify that the following testimony was taken by me before the Court (Judge Ridgely P. Melvin) on February 29th, 1940 and by me transcribed for the record.

Juliet D. Strahorn,

Court Stenographer.

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

(Mr. Tadum)

1. You are the husband of Mary A. Dobihal, the Plaintiff in this case? A. Yes.

2. She is your wife? A. Yes.

3. Did you know Chaeles F. Seibel? A. Yes.

4. Was he any relation to you? A. Only my brother-in-law.

5. Was he your wife's brother-in-law also, or her brother?

A. My wife and his wife were two sisters.

6. How long did you know Mr. Seibel? A. I guess around about 24 years.

7. During the month of October, 1934 did Mr. Seibel stay at your house?

A. He came on the 7th day of October, 1934 when Mrs. Seibel was taken sick, Mr. and Mrs. Seibel came to my house and she stayed there from the 7th of October to the 12th and she died there, and Mr. Seibel made his home there.

8. Mrs. Seibel was your wife's sister? A. Yes.

9. After Mrs. Seibel died what did Mr. Seibel do, did he continue to live at your house?

A. He said he did not have any place to go so I told him to make his home with us, and he promised to pay us.

10. Did he promise you or promise your wife? A. Promised for her.

11. In your presence? A. Yes.

12. Tell us what the prmise was?

A. He promised to pay her $3 a day for her services for taking care of him as long as he stayed there.

13. Did your wife agree to that? A. Yes.

14. How long did he stay at your house?

A. He stayed 137 days, up to February 20th, 1935.

15. Did you hear Mr. Seibel say to your wife any amount that he would give, or did he mention any sum he would pay for his care and keep?

A. He told her he would pay her $3 a day for the days he was there.

16. What was Mr. Seibel's age and condition at that time ?

A. He was 82, he was burned in a fire and he was dis-abled, he had to be washed and dressed and taken care of and fed.

17. Is it not true he had no fingers on his hands?

A. A portion of his fingers were gone.

18. Did your wife have to feed him?

A. Yes sir, had to fix his food and cut his food up.

19. Far as his natural functions were concerned did she have to tend to him like a child?

A. To a certain extend she did.

20. Did she have to _ive him injections? A. When needed.

21. How often needed?

A. Sometimes twice and three times a week just the way he needed them.

22. What were those injections?

A. Had to put soapy water in from the rear.

23. Was Mr. Seibel able to do it?

A. No, times he was and times he was not.

24. Did he ever venture far from your house during the time he was there?

A. I could not tell you.

25. Did he dress, or after your wife dressed him, did he go out?

A. Every nice day he would take a walk for a couple of blocks.

26. He was not able to go any distance by himself was he? A. No sir.

27. You say he stayed there until February 20th? A. Yes.

28. Were you home on that day, Frby. 20th? A.Yes.

29. What happened on that day?

A. He determined he was not going to stay there any longer, he told my wife that in my presence, to dress him he was going to get out, he did not tell her why.

30. What happened then?

A. After she drssed him Mrs. Teal came and took him away and a couple of days after we found out he was at her house.

31. Had he complained of lack of attention prior to that time?

A. Far as I see, I don't know because half the time I was not home.

32. Did he take his clothes with him that day?

A. Yes, he did not come back any more.

33. Did you ever see him again? A. No sir.

34. Do you know long he lived after he left your house?

A. They claim he only stayed down there 37 days.

35. Do you know when he died? A. March 29th, 1935.

36. That was from Febry. 20th to March 29th he was away from your house? A. Yes.

37. And far as you know he was at Mrs. Teal's? A. Yes.

38. You did not go to visit him? A. No sir.

39. To get back to this agreement he made with your wife, did Mr. Seibel after his wife's death say how he was going to pay this money to your wife how was he to pay it?

A. It was supposed to come out of the estate, he said he had no money but it was to come out of his estate.

40. To your knowledge, has your wife ever received any money for the care and maintenance of Mr. Seibel?

A. No sir.

41. Did Mr. Seibel ever tell you what property he had?

42. He did not say what property he had because we knew it, 18 acres of land and two houses, one five room house and other 3 room house, one was a small bungalow and the other was a year round house.

43. Did he before he came to live with you, live in either one of the houses?

A. He lived in the big house the year round with his wife.

44. What was the occasion of his coming to your place with his wife, why did both come?

A. When she was taken sick nobody there to take care of her so came to our house and we took care of her until she died, she was paralyzed, she died about five days after she came to our house in 1934.

45. It was subsequent to that Mrs. Dobihal made this agreement with Mr. Seibel about his remaining there after his wife's death?

A. Yes.

46. Your wife did not charge your sister anything for what she did? A. No sir.

(Court)

47. Mrs. Dobihal is a sister of Mrs. Seibel, a case of one sister taking into her home another sister, with her husband, and the sister was ill when she came there, and the husband stayed on after the wife died?

A. There is no charge for services to the sister, this is for services to the husband. The sister was paralyzed that was the original cause and he asked to remain after her death.

CROSS EXAMINATION.

(Ensor)

1. Where did you live in the Fall of 1934 and first few months of 1935?

A. In Green Haven right next to the farm.

2. Quite close to the house where Mrs. Teal lives?

A. No sir, Mrs. Teal lived a mile from my house.

3. You said something about an agreement between Mr. Seibel and your wife whereby he was to pay her $3 a day?

A. Yes.

4. Dis you hear that agreement made? A. Yes.

5. Where was it made? A. In our house.

6. When? A. A couple of days after the funeral of Mrs. Seibel.

7. When Mrs. Seibel came to your house to live, along with her husband, did you enter into any contract with her?

A. No sir, she said that her share supposed to belong to her sister but we never bothered with it because know when husband and wife combine together all belong to him.

(Court)

8. There was no conversation had at all on the subject of pay for the board of Mrs. Seibel and Mr. Seibel during her life time?

A. When she came to our house we never made ano arrangements, we brought her in and took care of her.

9. And took care of him? A. Yes.

(Ensor)

10. And he promised to pay $3 a day?

A. That was after she died, yes.

11. Before she died there was no mention of any compensation for either Mr. or Mrs. Seibel?

A. No sir.

(Court)

12. Suppose they had stayed there and she had lived for six months, still no provision and no mention made of any compensation, then what?

A. No sir, my wife and his wife were sisters and they claim while sisters were together there should be no charge made.

13. That was either for the sister or sister's husband? A. Yes.

14. The conversation about any pay was not had until after she died? A. Yes.

15. Then it was the question of pay arose with Mr. Seibel and your wife? A. Yes.

(Fadum) When Mrs. Seibel came there she was desperately ill?

A. She could not move herself, we had to move her around, she was paralyzed the right side.

(Ensor)

16. Nothing was said about this $3 per day contract while she lived? A. No sir.

17. Anything said about you all taking care of Mr. Seubel long as he lived?

A. That was not discussed until after the funeral.

18. Who suggested the compensation be $3 a day? A. He made that himself.

19. Did you hear him? A. Yes.

20. Did you hold any conversation directly with him at that time? A. No sir.

21. Where did the conversation take place? A. In our home.

22. In what room? A. In the middle room.

23. Who else was present? A. My wife.

24. Any one else? A. No sir not at the time.

25. When did you first make demand for payment of this $3 obligation?

A. I did not demand nothing.

26. Do you know whether your wife made any demand?

A. No sir, none of us made any demand, he promised to pay it.

27. When?

A. Couple of days after the funeral, on or about 14th of October.

28. How soon did he promise to pay it?

A. He said supposed to come out of the estate.

29. Did you hear him say it? A. Yes.

30. Did he explain what he meant by "the estate"?

A. He said he not got no money so it will have to come out of the estate.

31. He did not explain what he meant by "the estate"?

A. No sir.

32. He left on February 20th, 1935? A. Yes.

33. Why did he leave?

A. I don't know, he said he was not going to stay there any longer to get him dressed he was going to get out.

34. Did he say why he was getting out?

A. I don't know I could not tell you.

35. Were you there at the time he left?

A. I was there but what the conversation was I don't know.

36. Were you in the same room? A. No sir.

37. Did he say good-bye? A. Did not say anything.

38. Did he hold any conversation with Mrs. Dobihal at the time?

A. No sir, he said dress him he was going to leave here, he was not going to stay any longer.

39. And there was not any other conversation? A. No sir.

40. Did he say where he was going?

A. Way I heard said he was going to take a ride, I did not know where he was going, found out he was at Teal's.

41. How did he leave? A. Mrs. Teal got him under the arm,-

42. Mrs. Teal came for him? A. Yes, took him away in the automobile.

43. Did you have any conversation with Mrs. Teal? A. I could not tell you.

44. Did Mrs. Dobihal have any conversation with Mrs. Teal?

A. My wife don't speak much and she don't have any conversation with nobody.

Re-Direct.

(Fadum)

1. On this day that Mr. Seibel left, the only conversation you heard was what you said about his going to leave?

A. Yes.

2. Did you hear him ask to get his clothes?

A. Told my wife to get them ready for him.

3. Did you ever hear any conversation between your wife and her sister when she was at your house desperately ill that week about the estate or anything of that kind?

------ Objection. Sustained.

4. Tell the lay-out of your house, where Mr. Seibel slept, how many beds in the room?

A. We have four rooms in rotation, one right alongside each other, we had the dining room for a bedroom, two beds in the one room, he slept to the right and we slept to the left, we had one bed and he had the other.

5. Why did you have two beds in the one room?

A. Because we could not put in any other room, plenty room in there.

6. You still had another room you could have put him in?

A. Yes, but we wanted him right there so we could take care of him, had beds in that room so could take care of him.

7. During the night did your wife have to take care of him?

A. He would wake up in the night and want injections and we had to give it to him.

8. How big is the room? A. 10 X 15.

9. And there were three of you sleeping in a 10 X 15 room? How much food did he have to have?

A. He had to have certain kind of food he could not eat everything.

10. How often a day was he fed? A. Three times a day.

11. What kind of food did he eat?

A. Cereal and oranges and grapefruit and stuff.

12. Did your wife have to cut up his meat and things he ate? A. Yes.

13. That was because he had no fingers to do it? A. Yes sir.

Mrs. Mary Dobihal, a witness of lawful age, being first duly sworn, deposes and says: (Fadum)

1. You are Mary Dobihal, the person making the claim for services to Mr. Seibel?

A. Yes.

2. Will you tell under what circumstances, how it happened, you made this arrangement with Mr. Seibel?

A. Mr. Seibel said he did not have anywhere to go and he wanted to stay with me, and I told him he could stay.

3. What did he say? A. He said that he would stay.

4. Did he promise to pay you anything for staying?

A. Yes, he said $3 a day. I washed him and shaved him, had to give him injections.

5. How long did that continue?

A. He came in October and stayed till February.

6. When he left in February what did he say to you?

A. He did not say anything, I did not know he was going until Mrs. Teal came up for him.

7. Did he tell you why he was dis-satisfied?

A. No sir, he never said anything.

8. Did he ask you to get his clothes ready? A. Yes.

9. Then Mrs. Teal came, did he tell you he was not coming back?

A. No sir he did not say.

10. After he left that day how long was it before you found out where he had gone?

A. I did not know where he was going but when I saw Mrs. Teal come for him I thought he might be with her.

(Court)

11. Was that the first time Mrs. Teal had come to your house? Had she been there before?

A. Yes.

12. How often had she been there?

A. Mrs. Teal was there once or twice.

13. During the 137 days? A. Yes.

14. Was she alone with Mr. Seibel or you with him?

A. I was there.

15. You heard the conversation between Mrs. Teal and Mr. Seibel? A. No sir.

16. Mr. Seibel said he was going to leave before the day on which he actually left?

A. No.

17. That was the first time you knew he was going? Did you know before the day he left that he was thinking of leaving?

A. No sir.

(Fadum)

18. Did he ever tell you he was dis-satisfied with what you had done for him or anything of that kind

A. No sir, he never said anything.

19. How often did you say Mrs. Teal visited him while he was at your house?

A. She only came there once or twice.

Cross Examination.

(Ensor)

1. How large a house do you live in? A. Four rooms.

2. Does it have modern conveniences? A. No.

3. No running water? A. No.

4. Did Mr. Seibel have a room to himself?

A. Yes, I had to always get up in the night and make warm milk for him and give him injection, he would not want them in the day time I had to give him injections.

5. Did he have a room to himself? A. No sir.

6. He stayed in the room with you? A. I was in the room with him.

7. Two beds in the same room? A. Yes.

(Fadum) Re-Direct.

8. In the room which Mr. Seidel slept was there another bed?

A. Yes.

9. Who occupied that bed? A. Mr. Seidel.

10. Where was your room, right across?

A. No sir, it was in the same room.

11. You have no toilet in the house? A. No sir.

12. Did you have to help him at that time too? A. Yes.

Cross Examination on Re-Direct.

(Ensor)

1. What kind of heat did you have? A. Had fire all night.

2. A stove in each room?

A. No sir, did not have stove in each room.

3. Stove in his room? A. No sir.

4. How did his room keep warm? A. It was warm.

5. Where did the heat come from that kept his room warm?

A. From the kitchen.

6. Fire kept in the kitchen all the time? A. Yes.

7. Who owns the property?

A. Mr. Dobihal and I, we own it together.

8. Did you have any quarrels with Mr. Seibel? A. No sir.

9. He just left without telling you why? A. Yes.

10. There was no other conversation? A. Yes.

11. Did you have any conversation with Mrs. Teal? A. No.

(Court)

12. Do you know just how the figure of $3 was hit upon, why $3 instead of $2 or $4, was that the only figure mentioned?

A. Mr. Seibel said $3 and I never said anything to him.

13. How did he arrive at $3 a day? You were to provide him food and nursing attention, and care 24 hours a day, all day and night, whenever he needed it, and he is the one who named $3?

A. Yes sir, said give me $3 a day.

14. No other sum mentioned at all? A. No sir.

Mollie Hubbard, a witness of lawful age, being first duly sworn, deposes and says:-

(Fadum.)

1. Your name is Mollie Hubbard? A. Yes.

2. Were you acquainted with Mr. and Mrs. Dobihal and Mr. Seidel?

A. Personally acquainted.

3. How long did you know them?

A. I will say about fifteen years or more.

4. Did you ever have occasion to visit Dobihal's home during the time Mr. Seidel was there?

A. Yes, not particularly, just for a visit that's all.

5. Did you ever see Mrs. Dobihal render any services to Mr. Seidel?

A. Yes, I saw her cut food for him and I saw her shave him.

6. Did you visit the home more than once during that period?

A. Quite often because I have a home down there of my own.

7. Did you ever talk with Mr. Seidel while you were there?

A. No, not particular of anything interest, only as to how he felt.

8. You never heard him discuss the matter of payment to Mrs. Dobihal?

A. No, I have not heard that.

9. Was his physical condition such that it needed attention like shaving and cutting up his food?

A. It was absolutely impossible, he could not do that because the fingers were off on one hand and the other one was drawn up, he only had a cap of a thumb stocking out,- I am not certain about that.

10. Do you know how long he was at Dobihal's home?

A. No, that I don't know.

No Cross Examination.

Cordelia Kahl, a witness of lawful age, being first duly sworn, deposes and says:-

(Fadum)

1. You are Cordelia Kahl, a sister-in-law of Mrs. Dobihal? A. Yes.

2. Did you have occasion to visit the home of Mrs. Dobihal during the period Mr. Seidel was there?

A. Yes.

3. Will you tell what services you saw Mrs. Dobihal render to Mr. Seidel?

A. She gave him the best she could, she was very good to him and he has treated her very mean. She would wash and dress him, and you know what it is to wash and dress an old gentleman, it is enough for a man to do let alone a woman in her condition, she was a very weak woman and she was weak-minded years ago and it has left her afflicted the way she is today.

4. Did you see Mrs. Dobihal shave him? A. Yes.

5. Did you observe how the rooms were arranged as to beds or anything of that kind?

A. There were two beds in the middle room, she put him in that room because it was handy for her to take care of him at night. She worked hard all night and she did it for him.

6. Did you ever stay there over night?

A. Yes, once or twice when Mr. Seibel was there.

7. Did Mr. Seibel ever say anything to you about what he was paying or anything of that kind?

A. No sir he never said anything about paying. Mr. and Mrs. Seibel always said that her sister always give all her life and what one had the other one had, Mrs. Seibel got sick and she had been sick before she came to her sister and she had to be over there so her sister could be with her and do her work, and her sister did not want to charge her anything, she did it for sisterly love, they were sister and brother thinking when she died or he died he would give to the rest of them, they wanted to help one another, but Mr. Seibel of course he was the last one and of course he had the share of the estate naturally.

(Court)

8. You were asked if you heard any conversation about Mr. Seidel paying for his care, between him and Mr. and Mrs. Dobihal, did you hear any of that?

A. No sir.

Cross Examination.

(Ensor)

1. When did you learn that Mr. Seidel had left Mrs. Dobihal's?

A. I was down there before my sister-in-law died, she died suddenly and quick, I was taken sick right after the funeral and everytning was over I went down to see her and he said he felt like he wanted to stay with my sister-in-law and he would stay there with her, but somehow or another he got his mind changed, I don't know whether anybody influenced him, I could not say. He said he was going to leave and he left.

2. Did Mrs. Dobihal give you any reason as to why he left?

A. No she did not give any reason as to why he left, he just left.

3. Did Mrs. Dobihal ever complain to you about it?

A. No, she made no complaint.

-------- It is admitted that the property was transferred to Mrs. Teal.

TESTIMONY ON BEHALF OF THE DEFENDANT.

Mr. Arthur R. Padgett, a witness of lawful age, being first duly sworn, deposes and says:-

(Ensor.)

1. State your name, residence and profession?

A. Arthur R. Padgett, Baltimore, Md., Practicing attorney in Baltimore since 1911.

2. You have heard the testimony in this case? A. Yes.

3. Do you know Mrs. Amanda Teal? A. Yes.

4. Did you know Charles F. Seibel?

A. I met him on February 20th, 1935.

5. Where did you see him?

A. I saw him at the home of Mrs. Strauss, 1111 Poplar Grove, Baltimore, I was requested to come there by Mrs. Teal.

6. Will you tell for what purpose you were requested to go there?

A. She told me, I cannot remember the whole substance of the thing, I have to refresh my memory with a little memorandum I have, made at the time, I don't remember what she said, of course she must have told me we were going there to make arrangements to draw deeds of this man's property to her. I knew the substance of the visit, Charles F. Seibel was the man.

7. You were going in the capacity of Attorney for Mrs. Teal?

A. Yes, I had never seen Mr. Seibel up to that time.

8. Tell just what transpired on February 20th?

A. It was about 3 in the afternoon and this was the home of Mrs. Strauss she is some relation by marriage to Mr. Seibel, that's my recollection, Mr. Seibel was there and Mrs. Strauss and Mrs. Teal, I don't remember who spoke first or anything of that sort but I do remember the substance was that Mr. Seibel was going into a home, he did not want to go into a home, he said if he went into a home he would have to transfer all his property to the home, and he had an intense feeling against going in the home, said he wanted to live with Mrs. Teal, and since was necessary to transfer his property to the home he would much prefer to transfer to Mrs. Teal, he described to me the environment of her house, he liked it there, and she played some kind of a game, dominoes I think, or cards, and she would play games with him and he enjoyed himself there so much. I felt myself under those circumstances as not as attorney necessarily for Mrs. Teal but only there to accomplish this old man's wishes, what the old man wanted.

From my recollection of him I could not tell his age, he was rather spry in the way he talked, I don't remember how he got around, I do remember, after hearing the witnesses, he had something wrong with his hands but he could sign his name. Under those circumstances I said the proper way to do this thing is to make an agreement between Mr. Seibel and Mrs. Teal whereby Mrs. Teal would bind herself to support him for the balance of his life, and that is what was done. My recollection is the Will was drawn at that time, the deeds were made I know, and the agreement was drawn up whereby Mrs. Teal bound herself to support him for the balance of his life.

9. Do you know wnen he died?

A. I don't know, in March I think.

10. Was anything said at that time about the Dobihals?

A. I have no recollection of anything being said, the only impression made on me was his position at that time, whatever it was was unsatisfactory, he had to go in a home or go

some place, and he wanted to go with Mrs. Teal, he was particularly happy to go with her.

(Court) 11. Any relation between Mr. Seibel and Mrs. Teal, any blood relationship?

A. Not that I know of, I don't think there was.

12. How came this intimate association between Mr. Seibel and Mrs. Teal?

A. If it will help any,- my understanding was they had known each other for a long period of years. (Ensor)

13. Was anything said on February 20th to lead you to believe that the purpose of transfer of his property was anything other than providing a permanent home for Mr. Seibel?

A. That was all it was, to provide him a permanent home he would like to go to.

14. No mention of the home he had just left?

A. I don't recall except I have a vague recollection he was dis-satisfied with the home he was in, and he wanted to go some place either to Mrs. Teal's or some home for the aged, and that being the case as he said I will have to transfer all of my property to them, and I want to be with Mrs. Teal, I will transfer it to her.

15. Did you draw the deed at that time?

A. My recollection is I did. I am not sure whether I drew the deed then, I drew some of the papers then, because I drew them in pen and ink, and I have no copies.

16. What was the consideration in the deed?

A. $5 and other valuable considerations, and the support of the man for the balance of his life, that was not stated in the deed, that was a separate agreement between the parties whereby Mrs. Teal bound herself to support him for the balance of his life.

17. Prior to reducing that agreement to writing was there an oral understanding between Mr. Seibel and Mrs. Teal that such an agreement would be reduced to writing?

A. Yes.

18. You are quite sure that was the old gentleman's wish?

A. Oh yes, no question about that, I will say Yes. He did not suggest that I draw that agreement binding Mrs. Teal but I drew it to protect him he did not ask that I put that in any form.

19. That was the whole purpose of divesting himself of the property?

A. Yes, that was the essence of the whole transction.

Cross Examination.

(Fadum.)

1. Did he have any cash money at the time, did you go into that?

A. I did not go into that with him, he had a little tin box with him, he had some keep sakes, whether any money or not I don't know. I have a faint recollection that some of his property was rented, I am not sure about that.

2. You did not ask him anything about this place he had been in prior to coming up there on February 20th?

A. No.

3. Did he say he had just left there that day?

A. I don't remember what he said, I simply have the substance in my mind that he was dissatisfied with the place.

4. Mrs. Teal had brought him up from the country to Mrs. Strauss'?

A. I don't know whether she told me that or not, I may have assumed that.

5. Mrs. Strauss has a son who is a physician?

A. I don't know that, I think something in the record to say that Dr. Seibel attended him along with other physicians.

6. Did you make any inquiry of any Homes whether or not they would receive him?

A. No, I just had information from him that he did not want to go into one. I don't know whether he had made application.

7. From his physical condition do you believe he could have been accepted in a Home for Incurables?

A. I don't know. He was not helpless, he got around in the room and took a little delight in showing me how orderly he kept his affairs in the little tin box, I remember had cigarettes and other things in there.

8. Did he tell you his age?

A. No, I don't think I would have guessed him at 81, but would have guessed him in his late 60's or early 70's, he was not decrepid.

9. Did he tell you anything about his ailments?

A. No, I do remember after hearing testimony here about the injury that had been caused by a fire.

---- At the conclusion of the hearing of testimony it was agreed by Counsel in the case that the Judge take notice of other cases in connection with this same property which have been heard in this Court, and same be considered in connection herewith.

--- The cases to be referred to when proper Numbers are located by the Stenographer, which has been done, are

No. 6982 Equity which was consolidated with and heard on Issues before Jury in No. 131 Trials, April Term, 1936

Mary A. Dobihal — No. 7092 Equity.

vs. — In the Circuit Court For

Amanda Teal — Anne Arundel County.

Opinion and Order of Court March 19, 1940. -- Filed March 21st, 1940.

OPINION OF COURT.

The original bill of complaint in this case was filed on December 10, 1935, by John Dobihal and Mary A. Dobihal, his wife, asking that a deed from Charles F. Seibel to the defendant, Amanda Teal, dated Februray 20, 1935, be declared null and void on the ground that said deed is without consideration, is fraudulent and void as against the complainants, and was obtained to hinder and delay them in the collection of their claim.

Under date of January 3, 1936, the defendant filed her answer to this bill denying the material allegations thereof.

No further action seems to have been taken in the case until May, 1937, when the plaintiff, Mary A. Dobihal, with leave of Court, filed an amended bill of complaint making herself the sole plaintiff, and adopting in her amended bill the same allegations as set forth in the original. The defendant, Amanda Teal, answered this amended bill under date of June 7, 1937, and, according to the record, that is the last time she has appeared in the case at all. Her former counsel, on January 30, 1940, filed an order striking out

his appearance, and although the record shows that the defendant was duly served with the rule to employ new counsel, she was not directly represented at the hearing on February 29, 1940, nor was she present in person.

On October 6, 1939, A. Risley Ensor, Trustee in Bankruptcy of the said Amanda Teal, was made a party defendant in this case, under order of Court. On that same day the Trustee filed his answer, denying the allegations contained in paragraph ten of the amended bill of complaint, being the allegations that the deed in question (Seibel to Teal, February 20, 1935) is without consideration, is fraudulent and void as against the plaintiff, and that it was obtained to hinder and delay her in the collection of her claim.

As these allegations of paragraph ten of the amended bill and the Trustee's answer thereto raise the only question now at issue in this case, all of the other allegations will be considered as inapplicable to the present inquiry.

On the said issue thus raised, testimony was taken in open Court on behalf of both the plaintiff and defendant Trustee under date of February 29, 1940, and the case has been presented for decree on the amended bill, the defendants' answers and the said testimony.

To support her claim the plaintiff relies upon Section 4 of Article 39B of the Annotated Code of Maryland, which provides:

"Every conveyance made and every obligation incurred by a person who is or thereby will be rendered insolvent is fraudulent as to creditors without regard to his actual intent, if the conveyance is made or the obligation incurred without a fair consideration."

It is conceded in the case that the deed under attack (Charles F. Seibel to Amanda Teal, February 20, 1935) had the legal effect of rendering the grantor insolvent, as he had no other property from which a creditor could have collected a debt.

(The Seibel holdings, as mentioned in the said deed, consisted of the following real estate situated at or near Greenhaven in Anne Arundel County: eithteen and four-tenths acres of unimproved woodland property, assessed at $736.00; Lot No. 77, improved by a bungalow, assessed at $993.00; and Lot No. 1, improved by a small bungalow, assessed at $340.00.)

Also, the testimony shows without contradiction that the plaintiff, Mary A. Dobihal, was a creditor of Charles S. Seibel at the time of the conveyance, to the extent of $411.00.

In this state of the case the question at once arises:
Was the aforesaid conveyance "made or the obligation incurred without a fair consideration?" Put in other words, the issue is: Was Amanda Teal an "innocent grantee," within the meaning of the statute, so as to make her free of participation in any legal fraud that might be imputed to the grantor?

It is to be observed at the outset that, in view of the admission that the deed in question resulted in the insolvency of the grantor, the burden of proof is unquestionably upon the grantee to prove the validity of the conveyance. This seems to be conceded by counsel on both sides. Drury Vs. Bank, 163 Md., 84.

A basic principle of equity governing the decision in this case is expressed in the following language by the Court of Appeals of Maryland in

McCauley vs. Shockey, 105 Md., 641, and quoted in Wilmer vs. Placide, 131 Md., 405:

"From the nature of the case a creditor attempting to set aside a conveyance as fraudulent can seldom prove as an independent fact the knowledge of, or participation in, the fraud

of the grantor by the grantee.

That knowledge or participation must be gathered from the various facts and incidents composing the transaction and its environment." (Italics supplied)

It is not necessary to cite any other authorities, for the law is clear. It is a question of ascertaining and weighing the facts. If these disclose the grantee's knowledge of, or participation in, any fraud, actual or constructive, on the part of the grantor, then she (Mrs. Teal) is not an "innocent grantee" so as to defeat the plaintiff's claim; otherwise, if she had no such knowledge or participation.

The first inquiry, therefore, must be as to the various facts and incidents composing this particular transaction and its environment. To supplement the data presented by the pending case the Court has had recourse to the proceedings in No. 6982 Equity entitled "Eva L. Wilson vs. Amanda Teal", involving this same property. These proceedings are expressly made a part of the record in the pending case by agreement of counsel noted at the end of the record filed herein. The facts, as disclosed by these two sets of papers, are substantially as follows:

In the year 1934 Mr. Charles F. Seibel and his wife, Mrs. Amanda Teal and her husband, and Mrs. Mary A. Dobihal and her husband all lived in the same neighborhood near Greenhaven in Anne Arundel County. The Dobihals' place was adjacent to one of Seibel's parcels and the Teals lived about a mile from the Dobihals. (Record -page 5).

On October 7, 1934, Mr. and Mrs. Seibel moved into the home of the plaintiff, Mary A. Dobihal. They were a very aged couple, - Mr. Seibel then being eighty-two years old, - and Mrs. Seibel was critically ill. Mrs. Seibel and Mrs. Dobihal were sisters, and the former came to seek the latter's care in this crisis. Five days after the Seibels arrived in the Dobihals' home Mrs. Seibel died. Up to that time no mention had been made of any compensation for board or services. After his wife's death Mr. Seibel stayed on. He said "he did not have anywhere to go and he wanted to stay with me, (Mrs. Dobihal), and I told him he could stay."

Q. 3 What did he say?

A. He said that he would stay.

Q. 4 Did he promise to pay you anything for staying?

A. Yes, he said $3.00 a day. I washed him and shaved him, had to give him injections.

Q. 5 How long did that continue?

A. He came in October and stayed till February.

Q. 6 When he left in February what did he say to you?

A. He did not say anything, I did not know he was going until Mrs. Teal came up for him." (Record - page 10)

The agreement was that the plaintiff was to provide for Mr. Seibel "food and nursing attention and care, twenty-four hours a day, all day and night whenever he needed it", and for this he was to pay her $3.00 a day, that being his own figure.
(Record - page 13)

Mr. Seibel said he had no money, but that this debt to Mrs. Dobihal was to "come out of his estate." (Record - pages 3 and 7). He continued to live in the Dobihal household, receiving food, shelter and nursing attention day and night for one hundred and thirty-

seven days. It was on February 20, 1935, that the defendant, Mrs. Amanda Teal, called at the Dobihal home for Mr. Seibel and took him away with her. She had been there to see him once or twice before during that period (Record - page 10,) and had had some conversation with him, but no one seems to have heard it. (Record - page 11)

Significant among the "various facts and incidents" of this transaction are some letters Mr. Seibel wrote and the Will he executed during his stay with the Dobihals. These papers are a part of the record in No. 6982 Equity, supra. The first letter is one from Mr. Seibel to his sister, Mrs. Wilson, at Santa Barbara, California, dated January 17, 1935, marked "Exhibit A." He had then been in the Dobihal home for over three months, and as to his state of being and the treatment he was receiving, expressed himself, in part, as follows: "I am well at present and am contented, as Mary does everything to please me and so does her husband, John." Again, "I am mostly at home with Mary as I cannot walk very far. I went to my lawyer, Mr. Henry C. Weaver, last January 8th and made my will in favor of you and your step-sister, Mrs. Carrie Hubscher, and mother's sister Mary with whom I am living, as she is very good to me."

Just before that, on January 8, 1935, he had gone to the office of his lawyer, Henry C. Weaver, Esq., in Baltimore, and executed the Will referred to in said letter. In this Will (filed as Exhibit Y in said case) he showed his sense of obligation to Mrs. Dobihal, the plaintiff, by bequeathing to her the sum of Five Hundred Dollars, and dividing the rest of his estate equally between his two daughters, Mrs. Eva L. Wilson and Mrs. Carrie Hubscher. This Will was destroyed by Mr. Seibel on March 3, 1935, twenty-six days before his death on March 29, 1935, and a couple of weeks after he had executed the Will of February 20, 1935, making Mrs. Amanda Teal sole beneficiary of all of his property. (See letter of Mr. Weaver to Mrs. Wilson, April 29, 1935, filed as Exhibit B in No. 6982 Equity.)

Then, just one month after the letter of January 17th, came two letters written by Mr. Seibel which express sharp discontent with the Dobihal environment and an urgent desire to leave it. One of the letters was dated February 17, 1935, and was addressed to his cousin, Mrs. Amelia Strauss (Exhibit Z), and the other, dated February 19th, was addressed to "Dear Casandra" (Exhibit X). In the former letter he speaks of being "really pushed out with no where to go, and I appeal to you for help.)

In the second letter, two days later, he states: "This is a veritable jail for me, for I cannot get any help and I appeal to you and my relations for help." There is no evidence to show that Mrs. Teal was any relation of his or that, when he wrote about wanting to leave the Dobihal home, he ever communicated with Mrs. Teal, directly or indirectly. There is still another letter (Exhibit C), written in the name of Mr. Seibel by Mrs. Teal under date of February 27, 1935, which charges that he was thrown out by the Dobihals and expresses satisfaction at being settled in the Teal household.

It is only fair to assume that Mrs. Teal's visit on February 20, 1935, was in response to these two letters of February 17th and 19th, although it is not clear what, if anything, her former visit or visits to Mr. Seibel at the Dobihals may have had to do with his complete reversal of attitude from that indicated in his letter of January 7, 1935, to his daughter, and in his Will of January 8, 1935.

As bearing upon the issue before the Court the only relevant point in this connection is

that these visits show that Mrs. Teal had gotten sufficiently close to the Seibel - Dobihal domestic relations to have seen for herself that some obligation must have been incurred there by Mr. Seibel. She must necessarily have known, also, the full extent of his property holdings for she proceeded immediately on the very day that she took charge of his person to also take over all of his property, both by deed and will. Nothing whatever was left. That may have been what Mr. Seibel wanted to do at that particular time in the environment in which he found himself, but, regardless of his actual intent, equity will not permit a bona fide, existing creditor to be eliminated in that way.

Both the grantor and the grantee in the Seibel-Teal deed of February 20, 1935, were parties to a transaction which, under all the circumstances attending it, charges them both with knowledge of Mrs. Dobihal as a creditor and with the effect which this particular conveyance would have in completely defeating her claim.

It is to be noted that as soon as Mrs. Teal had taken Mr. Seibel away from the Dobihals and gotten him to the home of Mrs. Strauss she had her own lawyer, Arthur R. Padgett, Esq., on hand promptly with all necessary papers to transfer everything he had to her. Moreover, the deed which Mr. Seibel then and there executed was an outright conveyance to Mrs. Teal, in fee simple, without mentioning any conditions, the consideration being given as "$5.00 and other valuable considerations." Mr. Padgett refers to an agreement which he drew up "whereby Mrs. Teal bound herself to support him (Mr Seibel) for the balance of his life." However, the deed itself mention no such consideration. (Record - page 19).

That Mrs. Dobihal was a creditor at that time is apparent from the face of the record in this case and this must have been evident to Mrs. Teal, for she was then taking big "pay" herself for the same kind of services in the future which she knew Mrs. Dobihal had just been rendering. In fact, she was taking everything he had.

That these services in the Dobihal home were deemed unsatisfactory by Mr. Seibel subsequent to January 17, 1935, when he wrote his daughter expressing his contentment and appreciation, does not alter the fact that he was indebted to Mrs. Dobihal when he rendered himself insolvent on February 20, 1935.

The various facts and incidents composing this transaction and its environment speak for themselves and fall far short of meeting the burden of proof upon the defendant, Mrs. Teal, to show that she is an "innocent grantee." They show, on the contrary, that she had knowledge of, and participated in, the transaction in such a way as to disentitle her to the protection which equity would otherwise afford a grantee in her position.

The Trustee in Bankruptcy has discharged his full duty in the case and has co-operated in indicating the procedure to be followed in the event the Court should hold in favor of the plaintiff. This procedure is to impress the Seibel property, as conveyed to Mrs. Teal by deed of February 20, 1935, with the lien of the plaintiff's claim and to set aside said conveyance to the extent necessary to satisfy it. A decree will be entered accordingly.

March 19, 1940. Ridgely P. Melvin, Judge.

ORDER.

It is hereby ADJUDGED, ORDERED AND DECREED by the Circuit Court for Anne Arundel County, in Equity, this nineteenth day of March, 1940, that the conveyance of February 20, 1935, from Charles F. Seibel to Amanda Teal recorded among the Land Records of Anne Arundel Coun-

ty in Liber F. S. R. No. 135 folio 357 be, and the same is hereby, set aside to the extent necessary to satisfy the claim of the plaintiff, Mary A. Dobihal, in the amount of Four Hundred and Eleven Dollars ($411.00) with interest from February 20, 1935, and costs of these proceedings; any surplus remaining after said satisfaction to be paid to the Trustee in Bankruptcy of the said Amanda Teal.

Ridgely P. Melvin, Judge.

In The Matter of the Sale of the Mortgaged Real Estate of Resin H. Hodges and Grace S. Hodges, his wife.	:	No. 7259 Equity. In The Circuit Court For Anne Arundel County.

Order to Docket Suit, etc. --Filed Sept. 23" 1936.

Mr. Clerk:

Please file, &c.

Marcus A. Tregor, Assignee.

Mortgage. -- Filed Sept. 23" 1936.

This Mortgage, Made this 17th day of December in the year one thousand nine hundred and twenty four between Rezin and Grace S. Hodges his wife of the county of Anne Arundel in the State of Maryland, Mortgagors, and the The Favorite Building and Loan Association, Incorporated a body corporate, duly incorporated, Mortgagee. Whereas the said mortgagors being members of the said body corporate, have received therefrom an advance of five hundred dollars on five shares of its stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance. Said advance being a part of the purchase price of the hereinafter described property Eq

Now, Therefore, This Mortgage Witnesseth, That in consideration of the premises and of one dollar, the said mortgagors do grant unto the said mortgagee its successors and its assigns, all those three lots of ground situate and lying in the county of Anne Arundel and described as follows:

Being all those three lot_ of ground known as Lots 15, 16 and 19 as shown on the revised plat of the Southern Realty Company Inc recorded among the Land Records of Anne Arunder County in Plat Book No. 1 Section 3 folio 196.

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

To Have and to Hold the said lots of ground and premises unto the said Mortgagee its successor and assigns forever in fee simple

If However, the said Mortgagors shall make the payments and perform the covenants on their part herein contained, then this Mortgage shall be void.

And the said Mortgagors for themselves their heirs, executors administrators and assigns covenant with the said Mortgagee, its successors and assigns, to perform, as follows, that is to say:

To pay the said Mortgagee, its successors and assigns, weekly, at its regular weekly meet-

ing place, the sum of twenty five cents as dues, and twelve cents as interest upon each of said five shares of stock, and to continue such payments until the said five shares of stock shall be fully paid; provided that a reduction of twelve cents in said weekly interest be made upon the complete payment of each share as aforesaid, clear of all losses and liabilities; Also to pay all ground rent water rent and taxes and all other public dues, charges and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, ground rent, water rent and other public dues and charges, and the insurance upon said property, the said Mortgagors hereby covenant to pay to the said Mortgagee the further sum of one Dollar weekly, which the said Mortgagee shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this mortgage not be sufficient to pay said taxes, water rent, ground rent, insurance and other public dues and charges thereon, that the said Mortgagors will on demand pay the difference to the said Mortgagee, and to exhibit the receipts to the said Mortgagee, on its demand; also to pay all fines that may be imposed on them by the said Mortgagee in accordance with its acts of incorporation, constitution and by-laws and to keep the improvements on the said ground fully insured from loss by fire, for the use of the said Mortgagee, in some company acceptable to the said Mortgagee to the extent of its lien thereon, and to deliver the policy to the said Mortgagee

And it is agreed, that until default is made the said Mortgagors or their assigns, may retain possession of the mortgaged property.

And it shall be lawful for the said mortgagee its successors and assigns, or Francis I. Mooney its Attorney or Agent, at any time after default in any of the conditions of the Mortgagee shall have continued for four weeks, to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay the debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his her or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of fifty dollars and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the Mortgagors personal representatives or assigns, or to whoever may be entitled to the same.

Witness the hands and seals of the said Mortgagors.

Test:

H. Lucile Trussell

Rezin H. Hodges (Seal)

Grace S. Hodges (Seal)

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 17th day of December in the year of one thousand nine hundred and twenty four before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Rezin H. Hodges and Grace S. Hodges 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 Charles F. Smith the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Witness my hand and Notarial Seal.

(Notarial Seal) H. Lucile Trussell

Notary Public.

Baltimore August 18, 1932.

For value received The Favorite Building and Loan Association Incorporated hereby assigns the within mortgage to Marcus A. Tregor without recourse.

Witness the corporate seal of the Favorite Building and Loan Association Incorporated and the signature of Charles F. Smith the president thereof

Test: (Corporate Seal) The Favorite Building and Loan Association Incorporated

J. Clavin Morgan

By Charles F. Smith, President.

Received for Record 27 day of Aug. 1932, at 10 o'clock A. M. and same day recorded in Liber W. N. W. No. 98, Fol. 380, Land Records of Anne Arundel County.

Frank S. Revell, Clerk.

In the Matter of the Mortgaged Real Estate of Rezin H. Hodges & wife.

No. 7259 Equity.

In The Circuit Court For Anne Arundel County.

Statement of Mortgage Claim. -- Filed Oct. 28" 1936.

Amount Due on Mortgage	$500.00
Interest From December 17, 1924. To Date.	355.00
	$855.00

State of Maryland, Baltimore City, Sct:

I Hereby Certify, that on this 28th day of October, in the year nineteen hundred and thirty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Marcus A. Tregor, the plaintiff in the above entitled case, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

(Notarial Seal) Gertrude M. Little,

Notary Public.

Bond -- Filed & Approved this 28" day of Oct. 1936. John H. Hopkins, 3rd., Clerk.

Know All Men By Tnese Presents:

That We, Marcus A. Tregor, Seth H. Linthicum and John D. Tregor of Baltimore City, and State of Maryland, are held and firmly bound unto the State of Maryland in the full and just

sum of One Thousand ($1,000.00) Dollars to be paid to the said State or its certain Attorney, to which payment well and truly to be made, 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 October, in the year of our Lord one thousand nine hundred and thirty-six.

Whereas, the above bounden Marcus A. Tregor, by virtue of the power and authority in the mortgage from Rezin H. Hodges and wife, to The Favorite Building and Loan Association, Incorporated, is about to sell the property described in said mortgage after default thereunder, mentioned in the proceedings in the case of In The Matter Of The Mortgage Real Estate of Resin H. Hodges and Wife in the Circuit Court for Anne Arundel County now pending in sais Court:

Now the Condition of the above Obligation is such, That If The Above Bounden, Marcus A. Tregor, do and shall well and faithfully perform the trust reposed in him by said mortgage 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 — Marcus A. Tregor (Seal)
in the presence of — Seth H. Linthicum (Seal)
John D. Tregor (Seal)

Witnessed: Norma Mainola

No. 7259 Equity.

In The Matter of the Mortgaged Real Estate of Resin H. Hodges and Wife — In The Circuit Court For Anne Arundel County.

Report of Sale. -- Filed Dec. 1st. 1936. Order March 5, 1940.

To The Honorable, The Judges, of said Court:

The Report of Sale of Marcus A. Tregor, Assignee, with the power and authority under the mortgage filed in the above entitled cause to make sale of the real property in the proceedings in said cause mentioned, respectively shows:

That after given bond for the security for the faithful discharge of the power of sale conferred upon him as above set forth, which was duly approved and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper published in the City of Annapolis, Anne Arundel County, for more than three successive weeks preceding the day of sale, said Assignee did, pursuant to said notice, on Friday, October 30, 1936, at 10:00 A. M., attended at the Court House door in the City of Annapolis, in Maryland, and then and there sold the property mentioned in these proceedings unto Industrial Discount Corporation for the sum of $200.00.

Marcus A. Tregor, Assignee.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 1st day of December, in the year one thousand nine hundred and thirty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Marcus A. Tregor, Assignee, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the sale thereby reported was fairly made.

(Notarial Seal) Theodore T. Pantaleo
Notary Public.

ORDER NISI.

Ordered, this 1st day of December, 1936, That the sale of the property mentioned in these proceedings made and reported by Marcus A. Tregor, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 2nd day of January 1937 next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of January 1937 next.

The report states that the amount of sales to be $200.00

Frank A. Munroe, Clerk.

Certificate of Publication. Annapolis, Md., January 26, 1937

We hereby certify, that the annexed Order Nisi- Sale - Equity 7259- Resin H. Hodges 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 2nd day of January, 1937. The first insertion being made the 3rd day of December, 1936.

The Capital-Gazette Press, Inc.

By Adaline S. Moss,

Ordered By The Court, This 5th day of March, 1940 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed in the name of Harry T. Ambrose, Substituted 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 said cause; Assignee is hereby allowed the usual Commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

In the Matter of the Mortgaged Real Estate of Resin H. Hodges, and Grace S. Hodges, his wife.

No. 7259 Equity.

In The Circuit Court For Anne Arundel County.

Petition -- Filed March 5th., 1940.

To The Honorable, The Judge of Said Court:

Your Petitioner, May R. Tregor, Executrix of the Estate of Marcus A. Tregor, respectfully shows unto your Honor:

1. That the mortgage in these proceedings from Rezin H. Hodges and Grace S. Hodges, his wife, to the Favorite Building and Loan Association, Incorporated, dated December 17, 1924, was assigned to Marcus A. Tregor, Assignee, and foreclosure proceedings were instituted by the Assignee in this Honorable Court on September 23, 1936, and the said Marcus A. Tregor was named Trustee to make sale of said property.

2. That the foreclosure sale was held at the Court House door on October 30, 1936, and the property sold for the sum of Two Hundred ($200.00) Dollars to the Industrial Discount Corporation.

3. That no further action was taken by the Trustee, Marcus A. Tregor, in these proceedings up to the time of his death, January 8, 1939, except the filing of the Report of Sale December 1, 1936.

4. That your Petitioner has been advised that the Industrial Discount Corporation did, on December 14, 1936, assign its equity in the lots mentioned in these proceedings to Harry T. Ambrose.

5. That the said Harry T. Ambrose has made demand on your Petitioner that said sale be finally ratified and confirmed.

6. That your Petitioner feels that it would be to the best interest of all concerned that the sale be finally ratified and confirmed.

To The End, Therefore:

a. That this Honorable Court appoint a substitute Trustee to complete the proceedings, and your Petitioner suggests the appointment of W. Wharton Weddell, her Attorney, to be named as substitute trustee.

And, as in duty bound, etc.

May R. Tregor, Executrix of
the Estate of Marcus A.Tregor,deceased.

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 May R. Tregor, Executrix of the Estate of Marcus A. Tregor, deceased, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of her knowledge and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) Rose E. Leidig,
Notary Public.

ORDER.

Upon the foregoing Petition and Affidavit, it is this 5th day of March, 1940, Ordered by the Circuit Court of Anne Arundel County, In Equity, that W. Wharton Weddell is hereby appointed as the substitute Trustee in the place and stead of Marcus A. Tregor, late of Baltimore City, deceased, "In the Matter of the Mortgaged Real Estate of Rezin H. Hodges and Grace S. Hodges, his wife."

Ridgely P. Melvin, Judge.

In The Matter of the Mortgaged Real Estate of Rezin H. Hodges, and Grace S. Hodges, his wife.

No. 7259 Equity.
In The Circuit Court For
Anne Arundel County.

Petition and Order of Court Thereon.--Filed March 5th., 1940.

To The Honorable, The Judge of Said Court:

The Petition of Harry T. Ambrose respectfully represents unto your Honor:

1. That on October 30, 1936, Marcus A. Tregor, Assignee, pursuant to authority conferred upon him by this Honorable Court, did sell to the Industrial Discount Corporation, a body corporate of the State of Maryland, all those three lots of ground known as Lots 15, 16 and 19 as shown on the revised Plat of the Southern Realty Company, Inc., recorded among the Land Records of Anne Arundel County in Plat Book No. 1, Section 3, folio 196.

2. That subsequent to said date, to wit: December 14, 1936, the Industrial Discount Corporation did sell and assign to your Petitioner, Harry T. Ambrose, all of their right, title and interest under these proceedings and especially in those three lots of ground as aforesaid, and that further said Assignment was prepared by Marcus A. Tregor, said assignment being filed together with this Petition and marked "Petitioner's Exhibit No. 1" and

prayed to be taken as a part hereof.

3. That no final ratification of said sale has taken place.

4. That your Petitioner, the said Harry T. Ambrose, has further secured from the last known Directors of the said Industrial Discount Corporation an Assent to the aforesaid Assignment executed on the 28th day of February, 1940, said Assent being exhibited in these proceedings and marked "Petitioner's Exhibit No. 2" and prayed to be taken as a part hereof.

Wherefore, your Petitioner prays this Honorable Court to pass an Order substituting him as purchaser under these proceedings in the place and stead of the said Industrial Discount Corporation.

And, as in duty bound, etc.

Harry T. Ambrose,
Petitioner.

Basil A. Thomas,
Attorney for Petitioner.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, That on this 6 day of March, in the year one thousand nine hundred and forty, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the Anne Arundel County, aforesaid aforesaid, personally appeared Harry T. Ambrose who made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) Theodore T. Pantaleo,
Notary Public.

ORDER.

It is this 5th day of March, 1940, Ordered by the Circuit Court, in Equity, of Anne Arundel County, that Harry T. Ambrose, be and he is hereby substituted as purchaser under these proceedings in the place and stead of the Industrial Discount Corporation.

Ridgely P. Melvin, Judge.

The Industrial Discount Corporation
to
Harry T. Ambrose.

No. 7259 Equity.
In The Circuit Court For
Anne Arundel County.

Assignment -- Filed March 5th., 1940.

This Assignment, Made this 14th day of December, 1936, by and between the Industrial Discount Corporation, a body corporate of the State of Maryland, and Harry T. Ambrose.

Whereas, The Industrial Discount Corporation, did on October 30th, 1936, purchase from Marcus A. Tregor, Assignee, all those three lots of ground known as lots 15-16 and 19 as shown on the revised plat of the Southern Realty Company, Inc., recorded among the Land Records of Anne Arundel County in Plat Book No. 1, section 3, folio 195., which sale has been reported by said Marcus A. Tregor Assignee in the proceedings entitled "In the Matter of the Sale of Mortgaged Real Estate of Resin H. Hodges and Wife" in the Circuit Court for Anne Arundel County, the final ratification of said sale has not been fully made, and

Whereas, said Industrial Discount Corporation is desireous of assigning all their right title and interest in said proceedings and more particularly all of their right title and interest in the aforementioned lots,

Now Therefore, Witnesseth, that for and in consideration of the sum of Five ($5.00) dollars,

the receipt of which is hereby acknowledged and other good and valuable causes and considerations, the said Industrial Discount Corporation does hereby assign and transfer all of their right, title and interest under said proceedings and especially in lots known as Nos. 15-16 and 19 as shown on the revised plat of the Southern Realty Co., Inc., recorded among the Land Records of Anne Arundel County in Plat Book No. 1, section 3, folio 196. It being the intention of the Industrial Discount Corporation to vest in said Harry T. Ambrose full and complete title in said lots.

(Corporate Seal) The Industrial Discount Corporation.
By Harry T. Ambrose,Pres.

In The Matter of the Mortgaged Real Estate of Rezin H. Hodges, and Grace S. Hodges, his wife.

No. 7259 Equity.
In The Circuit Court For Anne Arundel County.

Petitioner's Exhibit No. 2 -- Filed March 5" 1940.

We, the undersigned, being all of the Directors of the Industrial Discount Corporation a body corporate of the State of Maryland, do hereby declare our assent to an assignment dated December 14, 1936, whereby the Industrial Discount Corporation did sell and assign unto Harry T. Ambrose all of their right, title and interest in a proceeding entitled "In The Matter of the Mortgaged Real Estate of Rezin H. Hodges, and Grace S. Hodges, his wife," In the Circuit Court for Anne Arundel County, and more especially all of their right, title and interest in the lots sold in said proceedings by Marcus A. Tregor, Assignee, to the Industrial Discount Corporation.

As Witness our hands and seals this 29th day of February, 1940.

Harry T. Ambrose (Seal)
Anetta V.Ambrose (Seal)
Louis Katnos (Seal)

In the Matter of the Sale of the Mortgaged Real Estate of Resin H. Hodges and Wife.

No. 7259 Equity.
In The Circuit Court For Anne Arundel County.

Auditor's Report and Account -- Filed May 13th., 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

By Order of this Court dated March 5, 1940, W. Wharton Weddell was appointed Substituted Trustee in the place and stead of Marcus A. Tregor, deceased, upon the petition of May R. Tregor, Executrix of the estate of said Marcus A. Tregor. No money having come into the hands of the Substituted Trustee, the expenses allowed in this account were paid by the said May R. Tregor, personally.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Resin H. Hodges and Wife in ac. with W. Wharton Weddell, Substituted Trustee in the place and stead of Marcus A. Tregor, Assignee, deceased.

To Assignee for fee	$50.00	$
To Assignee for commissions	14.00	64.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	11.25	
Clerk of Court - additional costs	3.50	
Auditor	9.00	33.75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	14.25	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
Notary fees	.75	
One-half Federal & State revenue stamps	.35	25.35
To Marcus A. Tregor, Assignee without recourse of the mortgage filed in these proceedings - this balance on account of mortgage claim	76.90	
	$200.00	

Amount of mortgage claim filed $855.00

Cr. Amount allowed as above 76.90

Balance subject to decree in personam $778.10

Cr. Oct. 30, 1936 Proceeds of Sale $200.00

ORDER NISI.

Ordered, This 13th., 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 14th., 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 14th., day of June next.

John H. Hopkins, 3rd.,Clerk.

Certificate of Publication Annapolis, Md., Aug. 9, 1940.

We hereby certify, that the annexed Order Nisi - Aud. Acct. - Eq. 7259 Hodges 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 14th day of June, 1940. The first insertion being made the 16th 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 December, 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 Substituted Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

Mercantile Trust Company of Baltimore, Executor of the Will of John Clayton Brewer, Deceased, and Trustee under said Will. : No. 7894 Equity.
: In The Circuit Court For
vs. : Anne Arundel County.
The Chase Home a body corporate, Annapolis Emergency Hospital Association, a body corporate, Julian S. Brewer, and Mary Brewer Peach.

Bill of Complaint -- Filed Sept. 27th., 1939.

To The Honorable, The Judge of Said Court:

Your Orator, complaining, says:

1. That John Clayton Brewer died on March 11, 1939, a resident of Anne Arundel County and a bachelor. He left a Will dated April 15, 1935, which was duly admitted to probate by the Orphans' Court of Anne Arundel County on March 14, 1939, and letters testamentary were issued by said Court to your Orator as the Executor named in said Will; all of which will more fully appear by a certified copy of said Will and grant of letters filed herewith, as part thereof, marked "Plaintiff's Exhibit A."

2. That after providing for certain specific and pecuniary bequests, Item 17 of said Will provided:

"All the rest and residue of my Estate real, personal, and mixed, wherever located, to be held in trust, and the income from said trust to be divided equally between the Chase Home of Annapolis and Annapolis Emergency Hospital of Annapolis, Md.

Ex "I nominate and appoint The Mercantile Trust Company of Baltimore, Md. to be the executor and Trustee of this my last will and testament, to carry into effect all the provisions therein."

3. The Defendant, The Chase Home, is a corporation of the State of Maryland, organized and operated for charitable purposes, and conducting its business in the Town of Annapolis, Maryland.

4. The Defendant, Annapolis Emergency Hospital Association, is a corporation of the State of Maryland, organized and operated for charitable purposes and conducting its business in the Town of Annapolis, Maryland.

5. Your Orator's testator, at the time of his death, left surviving neither mother, nor father, nor brother, nor sister. His next of kin at the date of his death were the defendant, Julian S. Brewer, and the Defendant, Mary Brewer Peach, children of your Orator's testator's half brother, Julian Brewer. Your Orator has been advised and therefore alleges that in the event Item 17 of the Will of the aforesaid John Clayton Brewer is void, an intestacy would result, and Julian S. Brewer and Mary Brewer Peach would be entitled to the residuary estate as the next of kin of your Orator's testator.

6. That your Orator has been advised that there is some doubt as to the proper construction of the above quoted portion of the last will and testament of the said John Clayton Brewer; the questions arising from the aforesaid provision being:

(a) Are "The Chase Home" and "Annapolis Emergency Hospital Association", two of the Respondents named herein, the proper beneficiaries under Item 17th of said Will, wherein

they are referred to as "Chase Home of Annapolis" and"Annapolis Emergency Hospital of Annapolis, Md."

(b) Does the aforesaid provision create a trust in perpetuity whereby your Orator is the Trustee and The Chase Home and Annapolis Emergency Hospital of Annapolis, Maryland, are the beneficiaries, or does the residuary estate pass to these beneficiaries absolutely?

(c) If such a trust is created, is the trust void as being one in perpetuity?

TO THE END THEREFORE:

That this Court construe the Will of John Clayton Brewer and determine--

First: Whether The Chase Home and Annapolis Emergency Hospital Association are the proper beneficiaries of the residuary estate.

Second: Whether a trust of the residuary estate is created under Item 17th of said Will under which your Orator is Trustee, or whether the property comprising such residuary estate passes to The Chase Home and Annapolis Emergency Hospital Association absolutely.

Third: Whether, if such a trust is created, it is void for being a trust in perpetuity, although the beneficiaries thereunder are charitable corporations.

Fourth: And that your Orator may have such other and further relief as its case may require.

May it please the Court to grant unto your Orator the State's Writ of Subpoena, directed to: The Chase Home Annapolis, Maryland

Annapolis Emergency Hospital Association Annapolis, Maryland

Julian S. Brewer 17 Oregon Avenue North Halethorpe Baltimore County, Maryland

Mary Brewer Peach 19 Oregon Avenue North Halethorpe Baltimore County, Maryland

demanding them to be and appear in this Court on some certain day and answer the premises.

And as in duty bound, etc.

Mercantile Trust Company of Baltimore,
Executor of the Will of John Clayton
Brewer, and Trustee under said Will.
By J. R. Walker Vice-President.

Venable, Baetjer & Howard

Solicitors.

Solicitors for Plaintiff

State of Maryland City of Baltimore ss:

I Hereby Certify that on this 27th day of September, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared J. R. Walker, Vice-President of Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true as therein set forth, to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal) A. DiPaula

Notary Public.

Mercantile Trust Company of Baltimore, Executor of the Will of John Clayton Brewer, Deceased, and Trustee under said Will.

v.

The Chase Home, a body corporate, et al.

No. 7894 Equity.

In the Circuit Court

For

Anne Arundel County.

Complainant's Exhibit A. -- Filed Sept. 27th., 1939.

Last Will and Testament of John Clayton Brewer of the City of Annapolis, Maryland.

I, John Clayton Brewer of the City of Annapolis State of Maryland - do make publish and declare the following to be my last Will and Testament, hereby revoking all wills and testaments heretofore made by me.

(1) I desire that my executor and Trustee hereinafter named, from the proceeds of my estate, have a gravestone placed at my grave, at a cost not to exceed Three hundred dollars, and arrange with the Endowment Committee of St. Annes Cemetery for a fund, the principal amount not to exceed one thousand dollars, for the maintenance and upkeep of my family's lot in the cemetery, and pay all my funeral expenses, and just debts.

(2) I devise and bequeath to my Cousin Katharine Sutherland the sum of Five Thousand dollars ($5000.)

(3) I devise and bequeath to my Cousin Lucy Sutherland the sum of Five thousand dollars ($5000.)

(4) I devise and bequeath to my Cousin Agnes Sutherland the sum of Five thousand dollars ($5000.)

(5) I devise and bequeath to my Cousin Nellie Brewer the sum of Five thousand dollars ($5000.)

(5½) I devise & bequeath to my Cousin Nicholas L. Brewer the sum of $2500 Twenty five hundred dollars.

(6) I devise and bequeath to my Cousin Douglas Gott of New Haven, Conn. the sum of Five thousand dollars ($5000.)

(7) I devise and bequeath to Faith R. Atterbury the sum of Five thousand Five hundred dollars ($5,500.)

(8) I devise and bequeath to my niece Mary B. Peach of North Halethorpe Md. the sum of Twenty five hundred dollars ($2500)

(9) I devise and bequeath to my nephew Julian S. Brewer of Baltimore the sum of Twenty five hundred dollars ($2,500.)

(10) I devise and bequeath to my Aunt, Elizabeth H. Gott of Sewickley Pa. the sum of Five thousand dollars ($5000.)

(11) I devise and bequeath to my former secretary Rose R. Garner the sum of Five thousand dollars ($5000.)

(12) I devise and bequeath to my farmer Allen H. Moreland the sum of One thousand dollars ($1,000.)

(13) I devise and bequeath to my faithful servant Price Wilson the sum of Two hundred & fifty dollars ($250.00)

(14) I devise and bequeath to St. Anne's Church Annapolis Md. the sum of Twenty five hundred dollars ($2500.00)

(15) I devise and bequeath to my Cousin Dr. Charles Brewer of Sarasota, Florida the painting of my Great Grandmother which now hangs in my living room.

(16) I give and bequeath to my Cousin Charles H. Brewer of Vineland, N. J. the sum of Two thousand dollars ($2000.00) and all the furniture in my dwelling No. 69 Franklin Street Annapolis, Md., with the exception of the two large silver candle sticks on the

sideboard in my dining room, and the fireplace set in the living room, which I bequeath to Faith R. Atterbury - and the two old mirrors one hanging in the dining room, and the other one hanging in the living room, I bequeath to Douglas Gott of New Haven Conn. I also bequeath to my Cousin Charles H. Brewer of Vineland, N. J. the furniture in my farm dwelling near Birdsville, A. A. Co. Md.

(17) All the rest and residue of my Estate real, personal and mixed wherever located to be held in trust, and the income from said Trust to be divided equally between the Chase Home of Annapolis and the Annapolis Emergency Hospital, of Annapolis, Md.

I nominate and appoint The Mercantile Trust Company of Baltimore Md. to be executor and Trustee of this my last will and testament to carry into effect all the provisions therein.

Witness my hand and seal this 15th day of April 1935.

John Clayton Brewer (Seal)

Signed, sealed, published, and declared, by the above named testator as and for his last will and testament, who in his presence and at his request, and in the presence of each other have herewith signed their names as witness thereto.

Daniel H. Nichols

T. Wilson V. Gray

Anne Arundel County, Ss:

On the 14th day of March, 1939 came Nelson H. Stritehoff, Trust Officer, Mercantile Trust Company of Baltimore and made Oath in due form of law, that he does not know of any Will or Codicil of John Clayton Brewer late of said County, deceased, other than the above instrument of writing, and that he received the same from the Deputy Register of Wills who received the same from Joseph D. Lazenby one of the four who had withdrawn the same from testator's safe deposit box in the Farmers National Bank in the presence of Mrs. Burwell Clerk to the Register of Will. "All parties notified. John Clatyon Brewer departed this life on the 11th 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 14th day of March, 1939 came Daniel H. Nichols and T. Wilson V. Gray subscribing witnesses to the aforegoing last Will and Testament of John Clayton Brewer late of said County, deceased, and made oath in due form of law, that they did see the Testator, John Clayton Brewer 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 Clayton

Brewer, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 14th 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 Clayton Brewer, 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 Clayton Brewer late of said County deceased together with proof and probate thereof taken from Wills Liber W. M. H. 1, folio 394, 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 13th 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,

Mercantile Trust Company of Baltimore, Executor of the Will of John Clayton Brewer, deceased, and Trustee under said Will,

To

The Chase Home, a body corporate Annapolis Emergency Hospital Association, a body corporate, Julian S. Brewer, and Mary Brewer Peach.

No. 7894 Equity.
In The Circuit Court
for
Anne Arundel County.

Answer of Mary Brewer Peach. -- Filed Oct. 16th., 1939.

To The Honorable, The Judge of Said Court:

The Answer of Mary Brewer Peach to the Bill of Complaint of Mercantile Trust Company of Baltimore, Executor of the Will of John Clayton Brewer, deceased, and Trustee under said Will, by H. Courtenay Jenifer and James D. C. Downes, her attorneys, respectfully represents:

1. Answering the first, second and fifth paragraphs of said Bill of Complaint, your Respondent admits the allegations contained therein.

2. Answering the third and fourth paragraphs of said Bill of Complaint, your Respondent, having no personal knowledge of the allegations in said paragraphs contained, can neither admit nor deny the same but requires strict proof of each and every allegation in said paragraphs contained.

3. Answering paragraph six of said Bill of Complaint, your Respondent admits that there is some doubt on the part of Mercantile Trust Company of Baltimore, Executor as aforesaid, as to the proper construction of Item Seventeen of the Last Will and Testament of the said John Clayton Brewer and further admits that the questions raised in said paragraph are the proper questions to be determined by this Honorable Court in connnection with the construction of said Will.

3. Further answering said paragraph, your Respondent says that the provisions of Item Seventeen of the Last Will and Testament of John Clayton Brewer do create a trust whereby

Mercantile Trust Company of Baltimore is the Trustee and The Chase Home and Annapolis Emergency Hospital of Annapolis, Maryland, are the beneficiaries, that said trust created is void and that portion of the estate constituting said trust passes to your Respondent and to her brother, Julian S. Brewer, as the only heirs-at-law of John Clayton Brewer, free and clear from any trust.

Having fully answered said Bill of Complaint, your Respondent prays that she may be hence dismissed with her proper costs.

And as in duty bound, etc.

Mary Brewer Peach,
Respondent

H. Courtenay Jenifer
James D. C. Downes.

State of Maryland, Baltimore County, to wit:

I Hereby Certify that on this 13th day of October, in the year nineteen hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Mary Brewer Peach, the within Respondent, and she made oath in due form of law that the matters and facts set forth in the aforegoing Answer are true to the best of her knowledge, information and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) Margaret M. Weis
Notary Public.

Mercantile Trust Company of Baltimore, Executor of the Will of John Clayton Brewer, deceased, and Trustee under said Will.

Vs.

The Case Home, a body corporate, Annapolis Emergency Hospital Assn. a body corporate, Julian S. Brewer and Mary Brewer Peach.

No. 7894 Equity.
In The Circuit Court
For
Anne Arundel County.

Answer of The Chase Home a body corporate. -- Filed Oct. 17th., 1939.

To the Honorable, the Judge of said Court:

The Answer of the Chase Home, a body corporate, by Benjamin Michaelson, its solicitor, to the Bill of Complaint against it in this Court exhibited.

This defendant, answering, says:

1. That it admits the allegations in the first paragraph of said Bill of Complaint.

2. That it admits the allegations in the second paragraph of said Bill of Complaint.

3. That it admits the allegations in the third paragraph of said Bill of Complaint.

4. That it has not sufficient knowledge as to the allegations in the fourth paragraph of said Bill of Complaint, and therefore, neither admits nor denies the same.

5. That it has not sufficient knowledge as to the heirs and next of kin of the late Julian S. Brewer, and, therefore, neither admits nor denies the allegations in reference to their rights in the event item 17 of the Will of the aforesaid John Clayton Brewer is void.

6. That this defendant denies the allegations as to doubt in the proper construction of the last Will and Testament of the said John Clayton Brewer, and avers that, under the provisions of said Will one-half of the residuary estate passes to this defendant absolutely, as a valid gift, free of any trust.

7. That this defendant is satisfied to submit the construction of the Will of the late John Clayton Brewer to this Court to determine the questions set forth in the Bill of Complaint filed in this cause.

Having fully answered said Bill of Complaint, this defendant prays to be hence dismissed with its costs.

And as in duty bound, etc.

Benjamin Michaelson,
Solicitor for the Chase Home,
a body corporate.

Mercantile Trust Company of Baltimore, Executor of the Will of John Clayton Brewer, deceased, and Trustee under said Will.

Vs.

The Chase Home, a Body Corporate, Annapolis Emergency Hospital Assn. a body corporate, Julian S. Brewer and Mary Brewer Peach.

No. 7894 Equity.
In The Circuit Court
For
Anne Arundel County.

Answer of Emergency Hospital Association, a body corporate.--Filed Oct. 17th., 1939.

To the Honorable, the Judge of said Court:

The Answer of the Annapolis Emergency Hospital Association, a body corporate, by Benjamin Michaelson, its solicitor, to the Bill of Complaint against it in this Court exhibited. This defendant, answering, says:

1. That it admits the allegations in the first paragraph of said Bill of Complaint.

2. That it admits the allegations in the second paragraph of said Bill of Complaint.

3. That it has not sufficient knowledge as to the allegations in the third paragraph of said Bill of Complaint, and therefore, neither admits nor denies the same.

4. That it admits the allegations in the fourth paragraph of said Bill of Complaint.

5. That it has not sufficient knowledge as to the heirs and next of kin of the late Julian S. Brewer, and, therefore, neither admits nor denies the allegations in reference to them and in reference to their rights in the event item 17 of the Will of the aforesaid John Clayton Brewer is void.

6. That this defendant denies the allegations as to doubt in the proper construction of the last Will and Testament of the said John Clayton Brewer, and avers that, under the provisions of said Will one-half of the residuary estate passes to this defendant absolutely, as a valid, gift, free of any trust.

7. That this defendant is satisfied to submit the construction of the Will of the late John Clayton Brewer to this Court to determine the questions set forth in the Bill of Complaint filed in this cause.

Having fully answered said Bill of Complaint, this defendant prays to be hence dismissed with its costs.

And as in duty bound, etc.

Benjamin Michaelson,
Solicitor for Annapolis Emergency Hospital Asso., a body corporate.

Mercantile Trust Company of Baltimore, Executor of the Will of John Clayton Brewer, deceased, and Trustee under said Will,

Vs.

The Chase Home, a body corporate, Annapolis Emergency Hospital Association, a body corporate, Julian S. Brewer and Mary Brewer Peach.

No. 7894 Equity.
In The Circuit Court
For
Anne Arundel County.

Answer of Julian S. Brewer. -- Filed July 25th., 1940.

To The Honorable, The Judge of Said Court:

The Answer of Julian S. Brewer to the Bill of Complaint of Mercantile Trust Company of Baltimore, Executor of the Will of John Clayton Brewer, deceased, and Trustee under said Will, by H. Courtenay Jenifer and James D. C. Downes, his attorneys, respectfully represents:

1. Answering the first, second and fifth paragraphs of said Bill of Complaint, your Respondent admits the allegations contained therein.

2. Answering the third and fourth paragraphs of said Bill of Complaint, your Respondent having no personal knowledge of the allegations in said paragraphs contained, can neither admit nor deny the same, but requires strict proof of each and every allegation in said paragraphs contained.

3. Answering the sixth paragraph of said Bill of Complaint your Respondent admits that there is some doubt on the part of the Mercantile Trust Company of Baltimore, Executor as aforesaid as to the proper construction of Item 17 of the Last Will and Testament of the said John Clayton Brewer, and further admits that the questions raised in said paragraph are the proper questions to be determined by this Honorable Court in connection with the construction of said Will.

Further answering said paragraph, your Respondent says that the provisions of Item 17 of the Last Will and Testament of John Clayton Brewer do create a trust whereby Mercantile Trust Company of Baltimore is the trustee and The Chase Home and Annapolis Emergency Hospital of Annapolis, Maryland, are the beneficiaries; that said trust created is void, and that portion of the estate constituting said trust passes to your Respondent and his sister, Mary Brewer Peach as the only heirs at law of John Clayton Brewer, free and clear from any trust.

Having fully answered said Bill of Complaint, your Respondent prays that he may be hence dismissed with his proper costs.

And as in duty bound, etc.

H. Courtenay Jenifer
James D. C. Downes,
Attorneys for Respondent.

Mercantile Trust Company of Baltimore, Executor of the Will of John Clayton Brewer, deceased, and Trustee under said will.

Vs.

The Chase Home of Annapolis, a body corporate, et al.

No. 7894 Equity.
In The Circuit Court
For
Anne Arundel County.

Deposition of Selda V. Miller and Lucille B. Kiefer, on behalf of the Annapolis Emergency Hospital Association. -- Filed 26 September 1940.

It Is Agreed this 19th day of September, 1940, that the testimony of Douglas P. Duval, Selda V. Miller, and Lucille B. Kiefer may be taken by any party hereto, at the office of

Benjamin Michaelson, 15 School Street, Annapolis, Maryland on Thursday September 19th 1940, at 11:00 o'clock A. M., before any Notary Public there appearing for the purpose, and that and 2:00 o'clock P. M.
the same may be filed and used in the above entitled proceeding with the same effect as if said testimony had been taken pursuant to due notice or had been given by the witnesses in open Court.

Venable, Baetjer & Howard,
Solicitor for Mercantile Trust Company of Baltimore, Executor of the Will of John Clayton Brewer, deceased, and Trustee under said Will

Benjamin Michaelson,
Solicitor for The Chase Home and Annapolis Emergency Hospital Association

Randolph Barton Jr.
Jas. D. C. Downes
L. Courtenay Jenifer
Solicitors for Julian S. Brewer and Mary Brewer Peach.

I, Lina Johnson, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, do hereby certify that, pursuant to the annexed agreement, Douglas F. Duval, witness on behalf of the Chase Home of Anne Arundel County, legatee, and defendant, in the above entitled cause, appeared before me, this 19th day of September, 1940, at 11 o'clock, A. M. at the office of Benjamin Michaelson, attorney at law, 15 School Street, Annapolis, Maryland.

There were present--

Benjamin Michaelson, representing the Chase Home.

Douglas F. Duval, Secretary of the Chase Home.

And the said Douglas F. Duval, having been first sworn by me to tell the truth, the whole truth, and nothing but the truth, deposed and said as follows:

DIRECT EXAMINATION

BY BENJAMIN MICHAELSON:

Q. Will you please state your name and residence?

A. Douglas F. Duval, 221 Duke of Gloucester Street, Annapolis, Maryland.

Q. Are you in any way connected with the Chase Home?

A. I am the Secretary of the Chase Home.

Q. Who is the President of the Chase Home?

A. Bishop Edward T. Helfenstein.

Q. When was the Chase Home founded or incorporated? A. 1889.

Q. How long have you been acting as Secretary?

A. Approximately three years.

Q. What kind of an institution is the Chase Home?

A. It is a home for aged women maintained largely by donations and bequests from private individuals and also from an annual appropriation of One Thousand Dollars from the State

of Maryland.

Q. Is this institution a charitable institution? A. It is.

Q. How many residents do you have at the present?

A. Eleven beneficiaries.

Q. How many beneficiaries can you accommodate?

A. We can accommodate thirteen.

Q. Is the Chase Home operated for private gain or profit? A. No.

Q . Does anyone connected with the institution in an official capacity or otherwise receive any profit or private gain from the institution?

A. No, of course, we have to pay for services rendered by domestics and other incidental labor, but no one receives any profit in the nature of a dividend or income or anything of that sort.

Q. What is done with any surplus money that you may have after paying all overhead expenses and operating costs of the institution?

A. Any surplus money remaining after paying overhead and operating costs is put into repairs and improvements, and if there is any money left after this is done, then it is put in bank for future use for maintaining the Home.

Q. Do you know or can you state any other matter or thing that may be to the benefit or advantage of the parties to this suit, or either of them, or that may be material to the subject of this, your examination, or the matters in question between the parties?
If so, state the same fully and at large in your answer.

A. I know of no further information except to say that the Home is a charitable institution and is run entirely for charitable purposes and if it were not for the donations and bequests received by the institution, the Chase Home could not exist.

Douglas F. Duval

Witness.

In Testimony Whereof I hereunto subscribe my name and affix my Notarial Seal, this day and year hereinbefore written.

(Notarial Seal) Lina Johnson,

Notary Public.

I, Lina Johnson, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, do hereby certify that, pursuant to the annexed agreement, Selda V. Miller and Lucille B. Kiefer, witnesses on behalf of the Annapolis Emergency Hospital Association of Anne Arundel County, legatee and defendant, in the above entitled cause, appeared before me, this 19th day of September, 1940, at 2 P. M. at the office of Benjamin Michaelson, attorney at law, 15 School Street, Annapolis, Maryland.

There were present--

Benjamin Michaelson, representing the Annapolis Emergency Hospital Association.

Selda V. Miller, Vice President of the Board of Managers of the Annapolis Emergency Hospital Association.

Lucille B. Kiefer, President of the Board of Managers of the Annapolis Emergency Hospital Association.

And the said Selda V. Miller, having been first sworn by me to tell the truth, the whole truth,

and nothing but the truth, deposed and said as follows:

DIRECT EXAMINATION.

BY BENJAMIN MICHAELSON:

Q. Will you please state your name and residence?

A. Selda V. Miller, 88 State Circle, Annapolis, Maryland.

Q. Are you in any way connected with the Annapolis Emergency Hospital Association?

A. I am Vice President of the Board of Managers and have been for the past two years. Previous to that I was Secretary to the Board for one year.

Q. How long have you been a member of the Board of Managers?

A. About fifteen years.

Q. Do you know wnen the Annapolis Emergency Hospital Association was incorporated?

A. I know from having read the charter that it was incorporated in 1902.

Q. What kind of an institution is the Annapolis Emergency Hospital?

A. It is a grade "A" hospital and is a charitable institution. We have some pay patients, some part pay and a large number of free patients.

Q. What is the average number of free patients you have each year?

A. In our statistics we do not figure on the average number of free patients but on the average number of free days, and according to our records, there is a minimum of 5 thousand free days each year, for free patients.

Q. From what source do you receive income?

A. From patients who pay, from the State we receive an annual appropriation of $10,000 and from the County we receive $1,000 per year and from the City of Annapolis $500 annually and also donations and private bequests and also dues from the members of the Hospital Association.

Q. Does the Annapolis Emergency Hospital Association have any shares of stock? A. No.

Q. Does anyone who is associated with the management of the Hospital either as a member of the Board of Managers or as a member of the Advisory Board receive any dividends, salaries, income or profits from the operation of the Hospital?

A. No.

Q. Is the Annapolis Emergency Hospital Association operated for private gain or profit.

A. No.

Q. At the expiration of any year after payment of all overhead expenses and operating costs, if there is any surplus money remaining, what use is made of such surplus money?

A. It is used for improvements to the hospital for public use and for incidentals necessary for proper accommodation of the public.

Q. Do you know or can you state any other matter or thing that may be to the benefit or advantage of the parties to this suit, or either of them, or that may be material to the subject of this, your examination, or the matters in question between the parties?
If so, state the same fully and at large in your answer.

A. The only thing that I might add is that we have more use for money than we have money to spend and that there is always room for making improvements as we have inadequate facilities for clinics and dispensary services to be rendered, particularly in the summer with the ingress of a large number of people from Baltimore, Washington and other vicinities to

the beaches and summer resorts nearby Annapolis.

Selda V. Miller, Witness.

In Testimony Whereof I hereunto subscribe my name and affix my Notarial Seal, this day and year hereinbefore written.

_____

Lina Johnson

Notary Public.

And the said Lucille B. Keifer, having been first sworn by me to tell the truth, the whole truth, and nothing but the truth, deposed and said as follows:

DIRECT EXAMINATION.

Q. Mrs. Kiefer, will you please state for the record your full name and residence.

A. Lucille B. Kiefer, Ferry Farms, Annapolis, Maryland.

Q. Are you connected with the Annapolis Emergency Hospital Association in any capacity?

A. I am now President of the Board of Managers.

Q. How long have you been a member of the Board of Managers?

A. Approximately twenty years, during this time I have served in every official position on the Board.

Q. Can you state when the Annapolis Emergency Hospital Association was incorporated, if you know?

A. I know from my association with the Hospital that the actual corporation was formed in 1902.

Q . What is the Annapolis Emergency Hospital Association?

A. The Annapolis Emergency Hospital Association is an Association of persons who are public spirited and who pay annual dues of $2.00 per person to be members of the Association; also, the Annapolis Emergency Hospital Association, through its Board of Managers operates the Emergency Hospital.

Q. Do the members receive any benefits for the membership?

A. No they are simply public spirited citizens who are interested in the Hospital and they receive no benefits other than the personal satisfaction of being interested in the welfare of the Emergency Hospital.

Q. How are the members of the Board of Managers chosen?

A. They are chosen by the members of the Association at the annual election.

Q. Who manages the affairs of the Annapolis Emergency Hospital Association?

A. The Board of Managers carry on the business of the Annapolis Emergency Hospital Association and also direct the management of the Emergency Hospital.

Q . What kind of institution is the Annapolis Emergency Hospital?

A. It is a regular Hospital, rated as a grade "A" Hospital rendering service to the public and it is a charitable institution.

Q. How are the patients in the hospital classified?

A. There are some patients who pay regular hospital charges, a number who can only make a part payment of the charges and a large number who are free patients.

Q. What services do you render to free patients?

A. We give them all hospital accommodation, room and board and very good hospitalization treatment.

Q. How many free patients do you have on an average each year?

A. We do not base our records on the number of free patients but rather on the number of free

days given to free
/patients, and I would say that there are not less than fiva thousand free days each year for free patients.

Q. From what sources do you receive money or income?

A. The Annapolis Emergency Hospital Association receives money from membership dues, from patients who pay for hospital treatment, an annual appropriation of Ten Thousand Dollars from the State of Maryland, an annual appropriation of One Thousand from the County Commissioners of Anne Arundel County, also the sum of Five Hundred Dollars annually from Mayor and Alderman of the City of Annapolis, and donations of furniture and other hospital equipment, and also private bequests.

Q. Does the Annapolis Emergency Hospital Association have any shares of stock?

A. No it is not a business corporation.

Q. Is the Annapolis Emergency Hospital Association or the Emergency Hospital operated for private gain or benefit.

A. No.

Q. What use is made of any surplus money each year after the payment of all overhead and operating expenses?

A. It is used for repairs and improvements to the hospital and for the purchase of equipment for use in serving the public needs.

Q. Do you know or can you state any other matter or thing that may be to the benefit or advantage of the parties to this suit, or either of them, or that may be material to the subject of this, your examination, or the matters in question between the parties? If so, state the same fully and at large in your answer.

A. I simply wish to state that we do not have proper facilities now to meet the public demands on the Hospital and it is our hope to make improvements wnen circumstances will permit.

Lucille B. Kiefer, Witness.

In Testimony Whereof I hereunto subscribe my name and affix my Notarial Seal, this day and year hereinbefore written.

_____

Lina Johnson,
Notary Public.

Mercantile Trust Company of Baltimore, Executors of the Will of John Clayton Brewer, Deceased, and Trustees under said Will,

Vs.

The Chase Home, a body corporate, Annapolis Emergency Hospital Association, a body corporate, Julian S. Brewer and Mary Brewer Peach.

No. 7894 Equity.
In The Circuit Court
For
Anne Arundel County.

Deposition of Mrs. Mary Brewer Peach -- Filed 26 September 1940.

I, Margaret M. Weis, a Notary Public of the State of Maryland, in and for the County of Baltimore, (commission expiring on May 5, 1941) do hereby certify that pursuant to the annexed agreement, Mrs. Mary Brewer Peach, a witness on behalf of the respondents in the above entitled cause, appeared before me, this 20th day of September, 1940, at ten o'clock A. M., at the offices of Jenifer and Jenifer, Jenifer Building, Towson, Maryland.

Those present --

James D. C. Downes and H. Courtenay Jenifer, representing Julian S. Brewer and Mary Brewer Peach.

The appearance of counsel for other parties, plaintiff and defendants, was waived.

And the said Mrs. Mary Brewer Peach, having been first sworn by me to tell the truth, the whole truth, and nothing but the truth, deposed and said as follows:

DIRECT EXAMINATION

BY MR. JENIFER:

Q. Mrs. Peach, will you please state for the record, your full name, residence and age?

A. Mary Brewer Peach, 19 Oregon Avenue, Halethorpe, Maryland. I am 45 years old.

Q. Were you related to John Clayton Brewer, late of Anne Arundel County, whose will is involved in this matter? If so, state how?

A. Yes, I am a niece of the testator, he being a half-brother of my father. My father's name was Julian S. Brewer. His father, Julian Brewer, married a second time. My father was born of his first wife, Susan McNeir, and was the only child by the first marriage. John Clayton Brewer was born of the second wife, Maria Hayes Brewer. In addition to my uncle John Clayton Brewer, there were other children born of the second marriage, namely, Arthur Brewer, Helen Brewer, and other children who died in infancy. Arthur Brewer, a child of the second marriage, died unmarried and without issue at the age of twenty-five in Anne Arundel County, and is buried in St. Ann's Cemetery. Helen Brewer, the other child by the second marriage, died unmarried and without issue about 1932, and is buried in St. Ann's Cemetery, Annapolis, Maryland.

Q. When did your grandfather, Julian Brewer, die?

A. July 16, 1914.

Q. Where is he buried?

A. St. Ann's Cemetery.

Q. Was your grandmother living at the time of his death?

A. No, she died many years before he died. She died a few days after my father was born, which was in 1867.

Q. When did the second wife of your grandfather die - that is, the mother of the testator?

A. She died on Ash Wednesday, I think about three years before my grandfather died, and is buried in St. Ann's Cemetery.

Q. Where were the infant brothers and sisters of your father and uncle buried?

A. St. Ann's Cemetery.

Q. So that if I understand you correctly, the only next of kin of the testator living at the time of his death are you and your brother, Julian S. Brewer?

A. That is correct.

Q. Where does your brother, Julian S. Brewer, reside?

A. 17 Oregon Avenue, Halethorpe, Maryland.

Q. Will you give us the name of your husband?

A. Edward J. Peach.

Q. What is the name of your brother's wife?

A. Her name is Theresa A. Brewer.

Q. Have you any children? A. I have three children.

Q. Name them?

A. Robert Howard, twenty-one years old, and Betty LeClair and Jean Elizabeth, twins, sixteen years old.

Q. How old is your brother?

A. He is forty-five; he is a twin brother. You will notice that my youngest children are twins.

Q. Has your brother any children?

A. Two boys.

Q. Name them?

A. Julian S., seventeen, and Francis G., fifteen.

Q. Is your mother living?

A. No, my mother is dead.

Q. What was her name and when did she die?

A. Mary Jane Brewer. She died on December 5, 1918.

Q. Do you know or can you state any other matter or thing that may be to the benefit or advantage of the parties to this suit, or either of them, or that may be material to the subject of this, your examination, or the matters in question between the parties?

If so, state the same fully and at large in your answer.

A. No, except that I might add that the dates of the deaths as given by me can be verified by the inscriptions on the tombstones in St. Ann's Cemetery.

By agreement of counsel the signing of the deposition by the witness was waived.

In testimony whereof I hereunto subscribe my name and affix my Notarial Seal the day and year hereinbefore written.

(Notarial Seal) Margaret M. Weis,

Notary charges $5.00 Notary Public.

It Is Agreed this 20th day of September, 1940, that the testimony of Mrs. Mary Brewer Peach may be taken by any party hereto, at the office of Messrs. Jenifer & Jenifer, Towson, Maryland on Friday, September 20th 1940, at ten o'clock A. M., before any Notary Public there appearing for the purpose, and that the same may be filed and used in the above entitled proceeding with the same effect as if said testimony had been taken pursuant to due notice or had been given by the witnesses in open Court.

Venable, Baetjer & Howard,
Solicitor for Mercantile Trust Company
of Baltimore, Executor of the Will of
John Clayton Brewer, deceased, and Trustee under said Will

Benjamin Michaelson,
Solicitor for The Chase Home and Annapolis
Emergency Hospital Association.

H. Courtenay Jenifer,
James D. C. Downes,
Randolph Barber, Jr.
Solicitors for Julian S. Brewer and
Mary Brewer Peach.

Mercantile Trust Company of Baltimore, Executors of the Will of John Clayton Brewer, deceased, and Trustee under said Will, Plaintiff.

Vs.

The Chase Home, a body corporate, et al.,Defendants.

No. 7894 Equity.

In The Circuit Court

For

Anne Arundel County.

Waiver of Appeal by The Chase Home and the Annapolis Emergency Hospital Association.

Filed Oct. 16th., 1940.

The undersigned Defendants waive their right to appeal from the decree passed herein, dated the 14th day of October, 1940.

The Chase Home

By Edward T. Helfenstein, President.

Benjamin Michaelson,
Solicitors for said Defendants.

Annapolis Emergency Hospital Association.

By Lucille B. Kiefer, President.

OPINION AND DECREE. -- Filed Oct. 14" 1940.

The bill of complaint filed in this cause by the Mercantile Trust Company, Executor and Trustee of the Will of John Clayton Brewer asks that this Court construe the Will of John Clayton Brewer and determine:

First: Whether The Chase Home and Annapolis Emergency Hospital Association are the proper beneficiaries of the residuary estate.

Second: Whether a trust of the residuary estate is created under Item 17th of said Will under which your Orator is Trustee, or whether the property comprising such residuary estate passes to The Chase Home and Annapolis Emergency Hospital Association absolutely.

Third: Whether, if such a trust is created, it is void for being a trust in perpetuity, although the beneficiaries thereunder are charitable corporations.

The case has been heard on the testimony, and the exhibits filed. The only item of the Will submitted for this Court's construction is the 17th. It is as follows: "All the rest and residue of my Estate real, personal and mixed wherever located to be held in trust, and the income from said Trust to be divided equally between the Chase Home of Annapolis and the Annapolis Emergency Hospital, of Annapolis Md."

The first question presented is whether "The Chase Home", and the "Annapolis Emergency Hospital Association" are the beneficiaries intended by the testator, and as designated in the 17th item of his Will as the "Chase Home of Annapolis" and the "Annapolis Emergency Hospital of Annapolis Maryland".

The late John Clayton Brewer was a resident of Annapolis, in Anne Arundel County, Maryland, and the above institutions were located in the City of his residence, and while he did not correctly give the exact corporate names, he did give the correct location of both institutions and so much of the corporate name of each, that there is not the slightest doubt that the institutions named in the Will as the "Chase Home of Annapolis", and the "Annapolis Emergency Hospital of Annapolis Maryland" are the identical institutions intended by the testator to be the beneficiaries of his bounty. The very slight discrepancy in the corporate names of the two institutions, even without the exact location, would not be sufficient to defeat the gifts. But here the very close similarity in names, and exact locations of the institutions, certainly fur-

nishes sufficient identification of the beneficiaries. Home for Incurables Vs. Bruff, 160 Md. at pages 175 and 176.

The next question to be considered is whether the residuary estate disposed of in Item 17 of the Will passes to the beneficiaries therein named absolutely, or whether it should be held in trust and only the income paid to the said beneficiaries. The Will provided that all residue of whatever kind of the estate should be held in trust, and the income only, to be divided equally between the two institutions. It fixes no time for the termination of the trust. It makes no provision for the disposition of the remainder thereafter. In such case, it is now well settled in this State that the general rule is that a devise, or bequest of income, passes the entire fund, or estate absolutely, and especially in the absence of some clear intention manifested in the Will to the contrary. 69 C. J. 402. Schouler on Wills, 6th Ed. Vol 2. Sec. 1119. 26 R. C. L. p. 1210, Sec. 52. Miller, Construction of Wills, 1927, Secs. 176, etc., and notes. Warner Vs. Sprigg, 67 Md. 14. Lee Vs. O'Donnell, 95 Md. 538. Colburn Vs. Union Infirmary, 114 Md. 194. Woman's Miss. Soc. Vs. Mitchell, 93 Md. 199. Erhart Vs. Baltimore Monthly Meeting 93 Md. 699. Brandt Vs. Y. M. C. A. 169 Md. 607.

There is no longer any question in cases like this as to the violation of the rule against perputities. Act of 1931 Ch. 453, Flack's Code, Art. 16, Sec. 279. Miller Construction of Wills, Ch. 28, Secs. 326, 377. Gambrill Vs. Gambrill, 122 Md. 563. Turner Vs. Safe Deposit Co. 148 Md. 371, and Rebinowitz Vs. Wollman, 174 Md. 6.

A decree will be passed declaring that no trust has been created by the Will in this case, and that the entire residuary estate shall pass, free of any trust, in equal parts, to the two corporations named as defendants.

Wm. Henry Forsythe Jr., Judge.

DECREE

This case coming on for hearing on the Bill of Complaint filed herein and the answers thereto filed by the various Defendants, and evidence having been offered on behalf of the various parties, and the matter having been argued by counsel for the various parties to the cause, and the Court being of the opinion that a decree should be passed as hereinafter set forth -

It is thereupon this 14th day of October, 1940, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY ADJUDGED, ORDERED AND DECREED --

(a) That by the proper construction and legal effect of the Will of the said John Clayton Brewer involved in these proceedings, no trust is created by the Will or by the residuary clause thereof but the entire residuary estate passes absolutely and free of trust in equal shares to the Defendants, The Chase Home, a body corporate, and Annapolis Emergency Hospital Association, a body corporate.

(b) That the Plaintiff, Mercantile Trust Company of Baltimore, Executor of and named as Trustee under the Will of said John Clayton Brewer, be and it is hereby authorized and directed so to pay over the said residuary estate herein, after deducting and paying such collateral inheritance tax or taxes as may be payable thereon.

(c) That the costs of this proceeding be first deducted from and paid out of the funds now in the hands of said Executor.

Wm. Henry Forsythe Jr., Judge.

Mercantile Trust Company of Baltimore, Executor of the Will of John Clayton Brewer, deceased, and Trustee under said Will, Plaintiff.

Vs.

The Chase Home, a body corporate, et al, Defendants.

No. 7894 Equity.
In The Circuit Court
For
Anne Arundel County.

Waiver of Appeal by Julian S. Brewer and Mary Brewer Peach. -- Filed Oct. 16th., 1940.

The undersigned Defendants waive their right to appeal from the decree passed herein, dated the 14th day of October, 1940.

Randolph Barber Jr.
H. Courtenay Jenifer
James D. C. Downes,
Solicitors for said Defendants.

Julian S. Brewer
Mary Brewer Peach.

In the Matter of the Sale of the Mortgaged Real Estate of William G. Williams and Mary Louise Williams, his wife, (Present Owners - Abraham S. Gibble and Catherine S. Gibble, his wife).

No. 8069 Equity.
In the Circuit Court
For
Anne Arundel County.

Mr. Clerk:

Please docket this suit and file original mortgage and statement of mortgage debt.

Filed Aug. 20th., 1940.

George E. Rullman, Assignee.

Mortgage. -- Filed Aug. 20th., 1940.

This Mortgage, Made this tenth day of December, in the year nineteen hundred and twenty-nine, between William G. Williams and Mary Louise Williams, 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 William G. Williams being the holder of forty shares of unredeemed stock of said Association and a member thereof, has received from it an advance of Two Thousand dollars, which is the full par value of said forty 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 forty 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 William G. Williams and Mary Louise Williams, his wife, do hereby grant and convey unto the said Annapoli_ and Eastport Building Association, its successors and assigns.

All those two lots or parcels of ground situate in the First Election District of Anne Arundel County, in the State of Maryland, known as lots Numbers Five (5) and Six (6) on the

Plat of Cloverlea, prepared by Bachrach and Tapking, Civil Engineers, filed among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 2, folio 32, each lot fronting fifty feet on Rhode River and extending back with a depth varying from two hundred and five feet, more or less, to two hundred and twenty-five feet, more or less, to Cliff Drive with a frontage for each lot of forty-eight and six tenths feet thereon.

Being the identical lots of ground which were conveyed to the said William G. Williams by Walter R. Lyon and A. Lee Lyon, his wife, by deed dated and recorded among the Land Records of Anne Arundel County simultaneously with these presents. And being a part of the property which was conveyed to the said Walter R. Lyon and A. Lee Lyon, his wife, by Thomas E. Collison and Mary E. Collison, his wife, by deed dated the 18th day of June, 1926, and recorded among the aforesaid Land Records in Liber W. M. B. No. 20, folio 415.

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

To have and to hold the above described parcel of ground and premises unto and to the use and benefit of said Annapolis and Eastport Building Association, its successors and assigns forever.

Provided, That if the said mortgagors shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this mortgage shall be void.

And the said mortgagors, for themselves, their heirs, executors, administrators and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows, viz: To pay to the said mortgagee, its successors and assigns, on the principal sum, the weekly sum of Ten 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 Two Thousand dollars, and to pay as interest on said advanced sum on every Saturday night during said period, the further weekly sum of six cents/on each of said 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 William G. Williams and wife by the said Association in accordance with its charter, constitution and by-laws, which are made a part of this mortgage, for failure to pay each and every of said weekly sums at the time limited, or perform any other obligation required of them, hereunder, or under said constitution and by-laws, and to keep the buildings on said lot of ground insured against loss or damage by fire to at least the amount of Two Thousand dollars, and have the policy of insurance so endorsed or assigned that the same shall 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 trustee 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 commissions.

Witness the hands and seals of the mortgagors,

Test: William G. Williams (Seal)

Laura R.Jickling. Mary Louise Williams (Seal)

State of Marylamd, Anne Arundel County, to wit:

I hereby certify, that on this eleventh day of December, in the year nineteen hundred and twenty-nine, before me, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared William G. Williams and Mary Louise Williams, his wife, and acknowl-

edged the foregoing mortgage to be their act.

And at the same time also personally appeared T. Roland Brown, the President of the Annapolis and Eastport Building Association, and made oath in due form of law that the consideration named in the foregoing mortgage, is true and bona fide as therein set forth.

Witness my hand and notarial seal.

(Notarial Seal) Laura R. Jickling,
Notary Public.

For Value Received, The Annapolis & Eastport Building Association of the City of Annapolis, Maryland, a body corporate, hereby assigns the foregoing mortgage and the debt thereby secured to George E. Rullman, for purposes of foreclosure, this 17th day of August, 1940, (Corporate Seal) The Annapolis & Eastport Building Association of the City of Annapolis Maryland,

Attest:
Tilden O. Atwell,
Secretary.

By T. Roland Brown,Pres,

Received for Record 20 day of Aug. 1940, at 3:00 o'clock P. M. and the same day recorded in Liber F. S. R. No. 57, Fol 99, Land Records of Anne Arundel County.

John H. Hopkins, 3rd,Clerk.

In The Matter of the Sale of the Mortgaged Real Estate of William G. Williams and Mary Louise Williams, his wife, (Present Owners Abraham S. Gibble and Catherine S. Gibble, his wife.

No. 8069 Equity.
In The Circuit Court
For
Anne Arundel County.

Statement of Mortgage Debt. -- Filed Aug. 20th., 1940.

William G. Williams and Mary Louise Williams, his wife, Present Owners - Abraham S. Gibble and Catherine S. Gibble, his wife.

To Annapolis and Eastport Building Association

To Balance due on mortgage loan	$875.32
To interest thereon	26.10
To Fine	1.80
Total	$903.22

Tilden O. Atwell, Secretary.

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

I hereby certify that on this 20th day of August, in the year 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Tilden O. Atwell, Secretary of the Annapolis and Eastport Building Association, and made oath in due form of law that the matters and facts set forth in the foregoing Statement of Mortgage Debt are true as therein set forth to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal) Granville Lee Meredith,
Notary Public.

In the Matter of the Sale of the Mortgaged Real Estate of William G. Williams and wife (Present Owners - Abraham S. Gibble and wife.

No. 8069 Equity.
In The Circuit Court For
Anne Arundel County.

Bond--Filed & Approved 5th Sept., 1940.--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 Two Thousand Dollars, to be paid to the said State or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this fifth day of September, 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 William G. Williams and Mary Louise Williams, his wife, to The Annapolis & Eastport Building Association, of the City of Annapolis, Maryland, dated December 10, 1929, and recorded in Liber F. S. R. No. 57 folio 97 etc., one of the Land Record Books of Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein; and

Whereas, such default has occurred and the said George E. Rullman is about to execute the power vested in him in said mortgage.

Now The Condition of the Above Obligation Is Such, that if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of
Ruby W. Chaney

(Corporate Seal)

George E. Rullman (Seal)
Maryland Casualty Company
Per Chas. F. Lee of
Chas. F. Lee & Co.

In the Matter of the Sale of the Mortgaged
Real Estate of William G. Williams and wife
(Present Owners - Abraham S. Gibble and wife.)

No. 8069 Equity.
In The Circuit Court For
Anne Arundel County.

Assignee's Report of Sale. -- Filed Sept. 19" 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 William G. Williams and Mary Louise Williams, his wife, dated December 10, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 57 folio 97, 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 after 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 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 An-

napolis, Maryland, on Tuesday, September 17, 1940, at eleven o'clock A. M., and then and there sold the said property to Edward R. Hangliter, Sr. and Elina J. Hangliter, his wife, at and for the sum of Twelve Hundred Dollars ($1200.00), they being then and there the highest bidders therefor, which property is described as follows:

All those two lots or parcels of ground situate in the First Election District of Anne Arundel County, in the State of Maryland, known as lots Nos. 5 and 6 om the plat of Cloverlea, prepared by Bachrach and Tapking, civil engineers, and filed among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 2 folio 32, each lot fronting fifty feet on Rhode River and extending back with a depth varying from two hundred and five feet, more or less, to two hundred and twenty-five feet, more or less, to Cliff Drive, with a frontage for each lot of forty-eight and six tenths feet thereon. Being the identical lots of ground which were conveyed to the said William G. Williams by Walter R. Lyon and A. Lee Lyon, his wife, by deed dated November 10, 1929 and recorded among the aforesaid Land Records in Liber F. S. R. No. 67 folio 340.

And the said Assignee further reports that he has received from the said purchasers the entire purchase price, and has also received the Purchasers' Agreement to comply with the other terms of sale, which are 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 day of sale."

Respectfully submitted,

George E. Rullman, Assignee.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this seventeenth day of September, 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.

Advertisement of Sale. -- George W. Scible, Auctioneer.

Assignee's Sale of Valuable Improved Property located at Cloverlea, in the First Election District of Anne Arundel County, Maryland, improved by a Frame Cottage.

Under and by virtue of the power of sale contained in a mortgage from William G. Williams and Mary Louise Williams, his wife, dated the 10th day of December, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 97, 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, September 17, 1940 at 11:00 o'clock A. M., the following described property:

All those two lots or parcels of ground situate in the First Election District of Anne Arundel County, in the State of Maryland, known as lots Nos. five (5) and six (6) on the plat of Cloverlea, prepared by Bachrach and Tapking, civil engineers, filed among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 2, folio 32, each lot fronting fifty feet on Rhode River and extending back with a depth varying from two hundred and five feet, more or less, to two hundred and twenty-five feet, more or less, to Cliff Drive, with a frontage for each lot of forty-eight and six-tenths feet thereon.

Being the identical lots of ground which were conveyed to the said William G. Williams by Walter R. Lyon and A. Lee Lyon, his wife, by deed dated November 10, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 67, folio 340. And being a part of the property which was conveyed to the said Walter R. Lyon and A. Lee Lyon, his wife, by Thomas E. Collison and Mary E. Collison, his wife, by deed dated the 18th day of June, 1926, and recorded among the aforesaid Land Records in Liber W. M. B. No. 20, folio 415.

Terms of Sale: A deposit of $300.00 will be required of the purchaser on the day of sale, and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon final ratification of sale.
Taxes to be adjusted to the day of sale.

George E. Rullman, Assignee,
Lee Bldg.,Annapolis, Md.

Purchaser's Agreement -- Annapolis, Md., September 17, 1940.

We hereby certify that we have this day purchased the property described on the within handbill from George E. Rullman, Assignee, at and for the sum of Twelve Hundred Dollars ($1200.00), and we hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

Test: Edward R. Hangliter (Seal)

Ruby W. Chaney. Elina J. Hangliter (Seal)
Per E. R. H.

Auctioneer's Certificate.

I hereby certify that I have this day sold the within property to Edward R. Hangliter, Sr. and Elina J. Hangliter, his wife, at and for the sum of Twelve Hundred Dollars ($1200.00), and I further certify that the sale was fairly made.

Geo. W. Scible, Auctioneer.

ORDER NISI.

Ordered, this 18th., day of September, 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 19th., 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 19th., day of October next.

The Report states the amount of sales to be Twelve Hundred Dollars ($1200.00).

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., 10/22, 1940

We hereby certify, that the annexed Order Nisi - Sale - Eq. 8069 - was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19th day of October, 1940. The first insertion being made the 19th day of September, 1940.

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

(Final Order)

Ordered by the Court this 22nd day of October, 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.

In the Matter of the Sale of the Mortgaged Real Estate of William G. Williams and Wife (Present Owners - Abraham S. Gibble and Wife)

No. 8069 Equity.
In The Circuit Court For
Anne Arundel County.

Auditor's Report and Account. -- Filed Oct. 31st., 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 G. Williams and wife (Present owners - Abraham S. Gibble and Wife) in ac. with George E. Rullman, Assignee.

To Assignee for fee	$50.00	$
To Assignee for commissions	66.00	116.00
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	25.50	
Capital-Gazette Press - handbills	5.50	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
George W. Scible - auctioneer	11.00	
C. F. Lee & Co. - bond premium	10.00	
Clerk of Court - recording assignment	.75	
One-half Federal revenue stamps	.83	
One-half State revenue stamps	.60	
Ruby W. Chaney - notary fees	1.00	65.18
To Annapolis & Eastport Building Ass'n, mortgagee - in full for mortgage claim		903.22
To Farmers National Bank of Annapolis - this balance on account of judgment claim (Order 10/21/40)		95.55
		$1,210.80

Cr.	Sept. 17, 1940	Proceeds of Sale (cash payment)	$1,200.00
		Refund adjustment State and County taxes for 1940 - ($30.00)	8.75
		Refund adjustment fire insurance premium ($16.50)	2.05
			$1,210.80

ORDER NISI.

Ordered, This 31st. day of October, 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 2nd day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd., day of December next.

John H. Hopkins, 3rd.,Clerk.

Certificate of Publication Annapolis, Md., Nov. 30, 1940.

We hereby certify, that the annexed Order Nisi - Aud. Acct. - Eq. 8069 - Wm. G. Wms. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of December, 1940. The first insertion being made the 7th day of November, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County.

Ordered By The Court, this 3rd day of December, 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 Mortgag- : No. 8071 Equity.
ed Real Estate of Louis F. Scriba, Russell : In The Circuit Court
W. McIntosh and William J. Goedeke, Trustees, : For
Present Owners: Quarterfield Club, Inc. Anne Arundel County.

Eq

Mr. Clerk:

Please docket this suit, file Original Mortgage and statement of mortgage claim.

Marvin I. Anderson,

Filed August 24th., 1940. Attorney named in Mortgage.

Mortgage -- Filed August 24th.,1940.

This Purchase Money Mortgage, Made this 15th day of September in the year nineteen hundred and thirty-four by and between Louis F. Scriba, Russell W. McIntosh and William J. Goedeke, Trustees of the Fourth District Democratic Club of Quarterfield Road, an unincorporated Association Mortgagors of Anne Arundel County in the State of Maryland, of the first part, and

Albert F. Deichgraber Mortgagee, of the second part.

Whereas the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Two hundred ninety-five ($295.00) Dollars used on account of the purchase money of the hereinafter described property, for the payment whereof the parties of the first part have passed unto the party of the second part, their promissory note of even date herewith for said amount, payable five years after date with interest at 6% per annum, said interest to be payable quarterly.

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 This Mortgage Witnesseth, that in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagee, his heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in Anne Arundel County, aforesaid, and described as follows:

Being all that tract of land situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland, containing 1 acre of land, more or less, which is fully described by metes and bounds, courses, and distances in a deed from Albert F. Deichgraber, single, to Louis F. Scriba, Russell W. McIntosh and William J. Goedeke, Trustees, and recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

To Have And To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of said Mortgagee, his heirs and assigns, forever, in fee simple.

Provided, that if the said Mortgagors their successors and assigns, shall well and truly pay or cause to be paid the aforesaid sum of Two hundred ninety-five ($295.00) 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, their successors 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 successors and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee his heirs personal representatives or assigns, or Marvin I. Anderson ----- their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy any pay said debt, interest and all costs incurred in making such sale, and to grant

and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, his 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 personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their successors and assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves, their successors and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commissions the said Mortgagors for themselves, their successors and assigns, do hereby covenant to pay, and the said Mortgagee, his heirs personal representatives or assigns, or Marvin I. Anderson their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said Mortgagors for themselves, their successors 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 hundred ninety-five ($295.00) Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, his 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:

Marvin I. Anderson

Louis F. Scriba (Seal)

Russell W. McIntosh (Seal)

William J. Goedeke (Seal)

Trustees of the Fourth District Democratic Club of Quarterfield Road, an unincorporated Association.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this 15th day of September in the year nineteen hundred and thirty-four before me, a Notary Public of the State of Maryland, in and for the County aforesaid,personally appeared Louis F. Scriba, Russell W. McIntosh, and William J. Goedeke, Trustees of the Fourth District Democratic Club of Quarterfield Road, an unincorporated Association the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Albert F. Deichgraber the Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Witness my hand and seal Notarial.

(Notarial Seal) Marvin I. Anderson,
Notary Public.

In The Matter of the Sale of the Mortgaged Real Estate of Louis F. Scriba, et al. — No. 8071 Equity. In The Circuit Court For Anne Arundel County.

Statement of Mortgage Claim -- Filed Aug. 24th., 1940.

Mortgage claim of Albert F. Deichgraber.

Amount due on mortgage -- $195 with interest at six per cent from March 15, 1939. Taxes for year 1939 -- $20.93.

State of Maryland, Anne Arundel County, To wit:

I hereby certify that on this 23rd day of August 1940 personally appeared before me, Notary Public of the state and county aforesaid, Albert F. Deichgraber and made oath in due form of law that the foregoing statement is true to the best of his knowledge, information, and belief.

Witness my hand and seal Notarial this 16th day of August 1940.

(Notarial Seal) Lucille H. Musterman
Notary Public.

Bond -- Filed & Approved 5th. Sept., 1940 -- J. H. Hopkins, 3rd.,Clerk.

Know all Men by these Presents:

That we, Marvin I. Anderson 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 Five Hundred and no/100 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 5th day of September, in the year of our Lord, nineteen hundred and forty.

Whereas, the above bounden Marvin I. Anderson by virtue of the power contained in a mortgage from Louis F. Scriba, et al, Trustees to Albert F. Deichgraber bearing date the 15th day of September, 1934 and recorded among the mortgage records of Anne Arundel County in Liber W. M. B. No. 132 Folio 60 and he is about to sell the land and premises described

in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition of the above Obligation is such that if the above bounden Marvin I. Anderson do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said 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 Lucille H. Musterman

Marvin I. Anderson (Seal)

(Corporate Seal) United States Fidelity and Guaranty Co.

By Marvin I. Anderson,

Attorney-in-fact.

In The Matter of the Sale of the Mortgaged Real Estate of Louis F. Scriba, et al, Trustee.

No. 8071 Equity.

In The Circuit For Anne Arundel County.

Report of Sale -- Filed Sept. 26" 1940.

To the Honorable, the Judges of said Court

The Report of Sale of Marvin I. Anderson, the Attorney named in the mortgage, in the above entitled cause, respectfully shows:

That after giving bond with security for the faithful discharge of his duties under the power of sale contained in the said mortgage, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale and by a handbill set up on the premises and by handbills circulated throughout the County, he did pursuant to said notice, attend at the Court House Door, in the City of Annapolis on Tuesday, September 24th, 1940, at eleven o'clock, A. M. the time and place so advertised, and then and there proceeded to sell said real estate, being all that tract of land, situate, lying and being in the Fourth Election District, Anne Arundel County, Maryland, containing one acre of land more or less, improved by a one story frame building, used as a clubhouse, and small outbuildings, to Albert F. Deichgraber, for the sum of Three Hundred twenty-five ($325.00) Dollars, he being tne highest bidder for the property.

Marvin I. Anderson,

Attorney named in the mortgage.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 25th day of September, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, the Attorney named in the Mortgage, and he made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made and for the highest price which he was able to obtain therefor.

Witness my hand and seal Notarial.

(Notarial Seal) Lucille H. Musterman,

Notary Public.

Advertisement of Sale. Public Sale of Valuable improved Real Estate Thompson Avenue, near Severn, Fourth Election District of Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from Louis F. Scriba et al, trustees, dated the 15th day of September, 1934, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 132, folio 60, the undersigned as the attorney named in the said mortgage to make sale of the property therein described, default having occurred in said mortgage, will offer for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, September 24th, 1940 at 11:00 o'clock A.M. the following described property:

Beginning for the same on the west side of the county road leading from Glen Burnie to Odenton at the distance of 20 feet northeasterly from the end of the first line in the deed from Bernhard Koppold and wife to Charles Kriewald and wife, dated February 9, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 57, folio 417, etc., and the corner of said first mentioned road, thence running north 36 degrees east 105 feet, thence north 57 degrees 30 minutes west 416 feet, thence south 36 degrees west 105 feet to the 20-foot road, heretofore mentioned, thence on said road south 57 degrees 30 minutes east 416 feet to the beginning. Containing one acre of land, more or less.

Improved by a one-story frame building, approximately 40X48, used as a club-house, and small outbuildings; electric lights.

Terms of Sale: A deposit of $200.00 will be required of the purchaser at the time of sale, deferred payment to bear interest at the rate of six per cent per annum from day of sale. Taxes to be adjusted to day of sale.

Marvin I. Anderson,
Attorney named in Mortgage,
Annapolis, Md.

Auctioneer's Certificate.

I hereby certify that I have this 24th day of September, 1940, sold the property described in the within handbill at and for the sum of three hundred twenty five _____ to Albert F. Deichgraber he being then and there the highest bidder and I further certify that the sale was fairly made.

Geo. W. Scible, Auctioneer.

Purchaser's Agreement.

I hereby certify that I have this 24th day of September, 1940, purchased from Marvin I. Anderson, Attorney, the property described in the within handbill, at and for the sum of three hundred twenty-five _____ and hereby agree to comply with the terms of sale.

Witness my hand and seal.

Witness: Marvin I. Anderson. Albert F. Deichgraber (Seal)

ORDER NISI.

Ordered, this 26th., day of September, 1940, That the sale of the property mentioned in these proceedings made and reported by Marvin I. Anderson, Attorney named in the mortgage 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 $325.00

John H. Hopkins, 3rd.,Clerk.

Certificate of Publication Annapolis, Md., Oct. 28, 1940.

We hereby certify, that the annexed Order Nisi - 8071 Eq. - Scriba - 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 28th day of October, 1940. The first insertion being made the 3rd day of October, 1940.

The Capital-Gazette Press, Inc.

By A. Friend.

Ordered by the Court, This 1st day of November, 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.

In the Matter of the Sale of the Mortgaged Real Estate of Louis F. Scriba, et al, Trustees, (Present owners: Quarterfield Club, Inc.)

No. 8071 Equity.

In The Circuit Court For Anne Arundel County.

Auditor's Report and Account -- Filed Nov. 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. In the Matter of the Sale of the Mortgaged Real Estate of Louis F. Scriba, et al, Trustees, (Present owner: Quarterfield Club, Inc. in ac. with Marvin I. Anderson, Attorney.

To Attorney for fee	$50.00	$
To Attorney for commissions	22.50	72.50

To Attorney for Court costs, viz:

Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	12.30	
Auditor	9.00	31.30

To Attorney for Expenses, viz:

Capital-Gazette Press - advertising sale	21.75	
Capital-Gazette Press - handbills order nisi on	5.50	
Capital-Gazette Press - report of sale order nisi on	5.00	
Capital-Gazette Press - auditor's acct.	5.00	
U. S. Fidelity & Guaranty Co. -Bond premium	10.00	
George W. Scible - auctioneer	11.00	
One-half Federal revenue stamps	.28	
One-half State revenue stamps	.20	
L. H. Musterman - notary fees	1.00	59.73

To Amounts brought forward	$	$163.53
To Attorney for Taxes, viz:		
1939 State & County taxes	20.93	
1940 State & County taxes ($19.90-adj)	14.60	35.53
To Albert F. Deichgraber, mortgagee -		
this balance on account mortgage claim		125.94
		$325.00

Amount of mortgage claim filed	$195.00	
Interest thereon from 3/15/39 to 9/24/40	17.84	
	$212.84	
Cr. Amount allowed as above	125.94	
Balance subject to decree in personam	$ 86.90	
Cr. Sept. 24, 1940 Proceeds of Sale		$325.00

ORDER NISI.

Ordered, This 14th., day of November, 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 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 16th., day of December next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., December 16, 1940.

We hereby certify, that the annexed Order Nisi - Aud. Acct.- Scriba- #8071 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 16th day of December, 1940. The first insertion being made the 21st day of November, 1940.

The Capital-Gazette Press, Inc.

By H. L. Strange.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 17th., day of December, 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 Mort- : No. 8076 Equity.
gaged Real Estate of Joseph M. Beall, Sr. : In The Circuit Court For
and Rosie E. Beall, 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 Aug. 29th., 1940. (State Stamps $2.10)

This Mortgage, Made this 29th day of October, in the year nineteen hundred and thirty-seven, between Joseph M. Beall, Sr. and Rosie E. Beall, 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 forty-three shares of unredeemed stock of said Association and a member thereof, have received from it an advance of Twenty One Hundred Fifty dollars, which is the full par value of said forty-three 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 forty-three shares of stock to said Association in accordance with its present constitution, said mortgagors have agreed to execute this mortgage--the execution hereof being a condition precedent of said advance being made by said Association.

Now therefore, this Mortgage Witnesseth, That in consideration of the premises and the sum of one dollar, the said Joseph M. Beall, Sr and Rosie E. Beall, his wife, do hereby grant and convey unto the said Annapoli_ and Eastport Building Association, its successors and assigns,

(1). All that lot of ground situate in the Second Election District of Anne Arundel County, Maryland, on the northwest side of the County Road leading to Sherwood Forest, containing .54 of an acre of land, more or less. Being the identical property which was conveyed to the above named Mortgagors by Nils Sahlin and Elizabetha Sahlin, his wife, by deed dated November 9, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 60 folio 7, saving and excepting therefrom all that lot of ground which was conveyed by said Mortgagors to Joseph Beall, Jr. and Margaret Beall, his wife, by deed dated October 26, 1929, and recorded among the aforesaid Land Records in Liber F. S. R. No. 67 folio 128.

(2). All that lot of ground situate in the Second Election District of Anne Arundel County, Maryland, on the northwest side of the County Road leading to Sherwood Forest, containing .21 of an acre of land, more or less. Being the identical lot of ground which was conveyed to the above named Mortgagors by the said Joseph M. Beall, Jr. and Margaret E. Beall, his wife, by deed dated July 27, 1936, and recorded among the aforesaid Land Records in Liber F. A. M. No. 154 folio 133.

It is hereby agreed by the Mortgagors as a condition of this mortgage that, in the event of default in any of the covenants hereof, the Mortgagee, its successors and assigns, shall be entitled to collect and receive all income and rent from the mortgaged premises; and for the purpose of giving effect to this agreement, the said Mortgagors hereby assign to the said Mortgagee the said income and rent, the same to be effective immediately upon default under this mortgage.

Together with the buildings and improvements thereon, and all the rights, roads, ways,

waters, privileges, appurtenances thereto belonging or in anywise appertaining.

To have and to hold the above described parcel of ground and premises unto and to the use and benefit of said Annapolis and Eastport Building Association, its successors and assigns forever.

Provided, That if the said mortgagors shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this mortgage shall be void.

And the said mortgagors, for themselves, their heirs, executors, administrators and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows, viz: To pay to the said mortgagee, its successors and assigns, on the principal sum, the weekly sum of Six and 15/100 Dollars being Fifteen cents on each share every Saturday night in each week regularly and promptly, for the period of four years from the date hereof, or until the aggregate of said weekly payments so made, shall, exclusive of all losses and liabilities and fines and penalties imposed, amount to the said advanced sum of Two thousand 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 Two thousand 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: Joseph M. Beall Sr. (Seal)

Laura R. Jickling Rosie E. Beall (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 29th day of October, 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 Joseph M. Beall, Sr. and Rosie E. Beall, his wife, and acknowledged the foregoing mortgage to be their act.

And at the same time also personally appeared T. Roland Brown, the President of the Annapolis and Eastport Building Association, and made oath in due form of law that the consideration named in the foregoing mortgage, is true and bona fide as therein set forth.

Witness my hand and notarial seal.

(Notarial Seal) Laura R. Jickling,
Notary Public.

For value received, The Annapolis & Eastport Building Association of the City of Annapolis, Maryland, hereby assigns the aforegoing mortgage and the debt thereby secured to George E. Rullman for purposes of foreclosure, this 26th day of August, 1940,

Attest: (Corporate Seal) The Annapolis & Eastport Building Association of the City of Annapolis, Maryland,

D. J. Thompson, By T. Roland Brown, President.

Assistant.- Secretary.

Received for Record 29 day of Aug. 1940, at 2-30 o'clock P. M. and the same day recorded in Liber F. A. M. No. 170, Fol 252, Land Records of Anne Arundel County.

John H. Hopkins,3rd.,Clerk.

In the Matter of the Sale of the Mortgaged Real Estate of Joseph M. Beall, Sr. and Rosie E. Beall, his wife.

No. 8076 Equity.
In The Circuit Court For
Anne Arundel County.

Statement of Mortgage Debt. -- Filed Aug. 29th., 1940.

Annapolis, Md., Aug. 29,1940

Mr. Joseph M. Beall, Sr. and Rosie E. Beall, his wife,

to The Annapolis & Eastport Building Association, Dr.

To balance due on mortgage loan	$1,959.90
To interest	60.00
To fine	4.00
Total----------	$2,023.90

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 29th day of August, 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.

Bond -- Filed & Approved 6" Sept., 1940. --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 Three 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 28th day of August, 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 Joseph M. Beall, Sr. and Rosie E. Beall, his wife, to Annapolis & Eastport Bldg. Association of City of Annapolis, Md., dated October 29, 1937, and recorded in Liber F.A.M. No. 170 folio 250 etc., one of the Land Record Books of Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein; and

Whereas, such default has occurred and the said George E. Rullman is about to execute the power vested in him in said mortgage.

Now The Condition Of The Above Obligation Is Such, that if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity

in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of Ruby W. Chaney — George E. Rullman (Seal)

(Corporate Seal)

Maryland Casualty Company
Per Charles F. Lee of
Charles F. Lee & Co. Agts.

Attest:
Marjorie Buys.

In the Matter of the Sale of the Mortgaged Real Estate of Joseph M. Beall, Sr. and Rosie E. Beall, his wife, — No. 8076 Equity. In The Circuit Court For Anne Arundel County.

Assignee's Report of Sale. -- Filed Sept. 25" 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 Joseph M. Beall, Sr. and Rosie E. Beall, his wife, dated the 29th day of October, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 170 folio 250, 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 after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, 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 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, September 24, 1940, at eleven o'clock A. M., and then and there sold the said property to Henrietta May at and for the sum of Twenty Three Hundred and Fifty Dollars ($2350.00), (said property having offered separately and then as a whole), she being then and there the highest bidder therefor, which property is described as follows:

(1). All that lot of ground situate in the Second Election District of Anne Arundel County, Maryland, on the Northwest side of the County Road leading to Sherwood Forest, containing .54 of an acre of land, more or less. Being part of the property which was conveyed to the said Joseph M. Beall, Sr. and Rosie E. Beall, his wife, by Nils Sahlin and Elizabeth Sahlin, his wife, by deed dated November 9, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 60 folio 7.

(2). All that lot of ground situate in the Second Election District of Anne Arundel County, Maryland, on the Northwest side of the County Road leading to Sherwood Forest, containing .21 of an acre of land, more or less. Being the lot of ground which was conveyed to the said Joseph M. Beall, Sr. and Rosie E. Beall, his wife, by Joseph M. Beall, Jr. and Margaret E. Beall, his wife, by deed dated July 27, 1936, and recorded among the aforesaid Land Records in Liber F. A. M. No. 154 folio 133.

The above firstly described property is improved by a two story dwelling; and the secondly described property is improved by a one story dwelling.

And the said Assignee further reports that he has received from the purchaser the deposit of Three Hundred Dollars ($300.00), as required by the Terms of Sale, which are as follows:

Terms of Sale: The above property will be offered for sale separately and then as a whole; if sold separately a deposit of $200.00 will be required of the purchaser on the firstly described property and $200.00 on the secondly described property; and if sold as a whole a deposit of $300.00 will be required of the purchaser on the day of sale; 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 twenty-fourth day of September, 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.

Advertisement of Sale. -- George W. Scible, Auctioneer.

Assignee's Sale of valuable Property situate at Iglehart, Second Election District of Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from Joseph M. Beall, Sr., and Rosie E. Beall, his wife, dated the 29th day of October, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 170, folio 250, 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, September 24th., 1940 at 11 o'clock A. M., the following described property:

(1). All that lot of ground situate in the Second Election District of Anne Arundel County, Maryland, on the northwest side of the county road leading to Sherwood Forest, containing .54 of an acre of land, more or less. Being part of the property which was conveyed to the said Joseph M. Beall, Sr., and Rosie E. Beall, his wife, by Nils Sahlin and Elizabeth Sahlin, his wife, by deed dated November 9, 1922, and recorded among the aforesaid Land Records in Liber W. N. W. No. 60, folio 7.

(2). All that lot of ground situate in the Second Election District of Anne Arundel County, Maryland, on the northwest side of the county road leading to Sherwood Forest, containing .21 of an acre of land, more or less. Being the property which was conveyed to the said Joseph M. Beall, Sr., and Rosie E. Beall, his wife, by Joseph M. Beall, Jr., and Margaret Beall, his wife, by deed dated July 27, 1936, and recorded among said Land Records in Liber F. A. M. No. 154, folio 133.

The above firstly described property is improved by a two story dwelling; and the secondly described property is improved by a one story dwelling.

Terms of Sale: The above property will be offered for sale separately and then as a whole; if sold separately a deposit of $200.00 will be required of the purchaser on the firstly described property and $200.00 on the secondly described property; and if sold as a whole a deposit of $300.00 will be required of the purchaser on the day of sale; 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.

Purchaser's Agreement. Annapolis, Md., September 24,1940

I hereby certify that I have this day purchased the property described on the within handbill from George E. Rullman, Assignee, at and for the sum of Twenty Three Hundred and Fifty Dollars ($2350.00), and I hereby agree to comply with the terms of sale, as set forth on the within handbill.

Test: Henrietta May (Seal)

Ruby W. Chaney Purchaser.

I hereby certify that I have this day sold the property described on the within ---------- handbill to Henrietta May at and for the sum of Twenty three Hundred and Fifty Dollars ($2350.00), she being the highest bidder therefor, and I further certify that the sale was fairly made.

Auctioneer's Certificate. Geo. W. Scible, (Seal)

Auctioneer.

ORDER NISI.

Ordered, this 25th., day of September, 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 26th., day of October, 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 26th., day of October next.

The report states the amount of sales to be Twenty Three Hundred and Fifty Dollars($2350.00).

John H. Hopkins, 3rd.,Clerk.

Certificate of Publication Annapolis, Md., October 26, 1940.

We hereby certify, that the annexed Order Nisi - Eq. 8076 - Joseph M. Beall, Sr. - Sale was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of October, 1940. The first insertion being made the 26th day of September, 1940.

The Capital-Gazette Press,Inc.

By Alfaretta Friend.

Ordered by the Court this 28 day of October, 1940, that the sales 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,

In the Matter of the Sale of the Mortgaged Real Estate of Joseph M. Beall, Sr., and Wife. — No. 8076 Equity. In The Circuit Court For Anne Arundel County.

Auditor's Report and Account. -- Filed Oct. 31st., 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 M. Beall, Sr., and Wife in ac. with George E. Rullman, Assignee.

To Assignee for Commissions	$103.85	$
To Assignee for Fee	50.00	153.85
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	13.10	
Auditor	9.00	32.10
To Assignee for Expenses, viz:		
Capital-Gazette Press -advertising sale	27.75	
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	16.00	
C. F. Lee & Co. - bond premium	12.00	
Clerk of Court - recording assignment	.75	
One-half Federal revenue stamps	1.38	
One-half State revenue stamps	1.20	
Ruby W. Chaney - notary fees	1.00	75.58
To Assignee for Taxes, viz:		
1940 State and County taxes ($89.93-adj)		65.59
To Annapolis & Eastport Building Ass'n.,		
mortgagee - in full for mortgage claim		2,023.90
To Joseph M. Beall, Sr., and Rosie E. Bell,		
his wife, mortgagors- this balance		16.40
		$2,367.42

To Amount brought forward		$2,367.42	
Cr. Sept. 24, 1940	Proceeds of Sale		$2,350.00
	Interest on deferred payment		11.60
			2,361.60
	Refund adjustment of fire insurance premium due 11/25/40 ($11.00)		1.82
	Refund adjustment of fire insurance premium of $12.11, expiring 1/20/41		4.00
			$2,367.42

ORDER NISI.

Ordered, This 31st., day of October, 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 2nd., day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd., day of December next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Dec. 2, 1940

We hereby certify, that the annexed Order Nisi - Eq. 8076 - Aud. Acct.--Joseph M. Beall Sr., 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 2nd. day of December, 1940. The first insertion being made the 1st day of November, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 3rd., day of December, 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.

Ex Parte,	:	No. 8089 Equity.
In The Matter of the Adoption of	:	In The Circuit Court For
Alfrieda Hirschfeld, an Infant.	:	Anne Arundel County.
	:	

Petition, Affidavits & Order of the Court Thereon. -- Filed Oct. 5th., 1940.

To The Honorable, The Judge of Said Court:

The Petition of Allan C. Miller and Elizabeth H. Miller, his wife, respectfully represents unto Your Honor:

1. That Your Petitioners, who have been legally married for more than nine (9) years, reside in St. Margaret's, Anne Arundel County, State of Maryland, and have resided there for more than two (2) years prior hereto, and that they are possessed of means sufficient to properly maintain and rear the infant hereinafter named.

2. That the said infant, Alfrieda Hirschfeld, was born to one of Your Petitioners, Elizabeth Hirschfeld Miller, out of wedlock, and that the father of the said infant was last heard from over sixteen (16) years ago when he was in the country of Germany, and that the said father has not been heard from since, and that it is not known whether he is living or dead at this time, and, if living, his whereabouts are still unknown.

3. That the said infant, Alfrieda Hirschfeld, is now sixteen (16) years of age, and that she has lived with Your Petitioners as their daughter since their marriage nine years ago. The certificate of the birth being filed herewith.

4. That Your Petitioners desire to legally adopt the said Alfrieda Hirschfeld, infant, and to extend to her all the benefits, privileges and rights contemplated by law.

Ex

5. That Your Petitioners believe and aver that the said adoption will be for the best interests and welfare of the said infant.

Wherefore, Your Petitioners respectfully pray this Honorable Court to pass an Order declaring the said infant, Alfrieda Hirschfeld, to be the legally adopted child of the said Allan C. Miller and Elizabeth H. Miller, his wife.

And as in duty bound, etc.,

Edward G. Chaney,
Solicitor for Petitioners.

Allen C. Miller
Elizabeth H. Miller,
Petitioners.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 5th day of October, 1940, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Allan C. Miller and Elizabeth H. Miller, his wife, Petitioners above, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true and bona fide to the best of their knowledge and belief.

Witness my hand and seal Notarial.

(Notarial Seal) Margaret Schmidt,
Notary Public.

State Department of Health of Maryland.

Bureau of Vital Statistics 16 W. Saratoga St., Baltimore, Md.

This is to certify that the birth of the child described hereon has been legally re-

corded in the office of the State Registrar of Vital Statistics.

Name Alfrieda Emma Hirschfeld. Sex Female Color White Date of Birth April 10, 1924.
(month day year)
No. of Child Living One Place of Birth Annapolis, Anne Arundel, Md.
(town or P.O. address) (county)
Name of Father Alfred Fuchs. Maiden Name of Mother Elizabeth M. Hirschfeld.

John S. Fulton — Jno. Mc. V. Benter.

State Registrar of Vital Statistics. — Chief, Bureau of Vital Statistics.

DECREE

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 8th day of October, 1940, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed that the infant, Alfrieda Hirschfeld, mentioned in these proceedings, be, and she is hereby declared to be the legally adopted child of Allan C. Miller and Elizabeth H. Miller, his wife, as prayed in the above cause.

It is further Adjudged, Ordered and Decreed that the Petitioners pay the costs of these proceedings to be taxed by the Clerk.

Ridgely P. Melvin, Judge.

In The Matter Of The	:	No. 8100 Equity.
Adoption Of Anita Darrell	:	In The Circuit Court For
Isbell, an infant.	:	Anne Arundel County.

Petition to Adopt Child -- Filed Oct. 31st., 1940.

To The Honorable, The Judges of said Court:

The petition of Albert L. Peterson and Ada Peterson, his wife, and of Winfred Isbell and Blanch Elizabeth Isbell, his wife, respectfully shows:

1. That Anita Darrell Isbell is an infant now seventeen months old, born in lawful wedlock to the said Winfred Isbell and Blanch Elizabeth Isbell, his wife,

2. That the parents of said infant are now living separate and apart.

3. That the father of said infant is a third class sailor in the United States Navy, and he is unable to take custody of the said child, or to care for it or to support it.

4. That the mother of said infant is likewise unable to take custody, or to care for or support the said child.

5. That for the past several months the father of the said child has not contributed any sums whatsoever for its support.

6. That for the past several months the said child has been in the custody of the said Albert L. Peterson and Ada Peterson, his wife, who have cared for it, and have provided its entire support.

That the said Albert L. Peterson and Ada Peterson, his wife, love the said child dearly and desire to adopt it in law as their own.

7. That the said Albert L. Peterson has been employed at the Arundel Laundry for many years and now has a position of manager, and receives a salary of Fifty ($50.00) Dollars per

week. That he and his wife own realty in West Annapolis, Anne Arundel County, Maryland, where they maintain a comfortable home. That they have only one other child, a daughter seven years old. That they are in good physical health. That they are fully able, and very willing to adopt the said Anita Darrell Isbell as their own child and to properly support and rear it.

8. That the said Ada Peterson is the sister of the said Blanch Elizabeth Isbell.

9. That the said Winfred Isbell and Blanch Elizabeth Isbell, his wife, desire that the said child be adopted by the said Albert L. Peterson and Ada Peterson, his wife, as their own child, and that the latter have the custody and provide for the support of the said child.

10. That the adoption of the said infant by Albert L. Peterson and Ada Peterson, his wife, would be for the best interest and advantage of the said infant.

11. That all of the petitioners desire that the name of said infant, if adopted as aforesaid, shall be in law Anita Belle Peterson.

TO THE END THEREFORE:

1. That Anita Darrell Isbell be made in law the adopted child of Albert L. Peterson and Ada Peterson, his wife, by decree of this Court.

2. That the name of said adopted child shall be in law Anita Belle Peterson, by decree of this Court.

3. And for such other and further relief as the nature of the case may require.

And as in duty bound, etc.

Albert L. Peterson
Ada Peterson
Winfred Isbell
Blanch Elizabeth Isbell
Emanuel Klawans,
Solicitor.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10th day of October, 1940, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Albert L. Peterson and Ada Peterson, his wife, and Winfred Isbell and Blanch Elizabeth Isbell, his wife, and they did each make oath in due form of law that the matters and facts set forth in the forgoing 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) Robert Stallings,
Notary Public.

ORDER OF COURT.

Upon the foregoing petition, and the consent of the parties, it is this 1st day of November, 1940, by the Circuit Court for Anne Arundel County, sitting in Equity, Adjudged, Ordered, and Decreed, that Anita Darrell Isbell shall be in law the adopted child of Albert L. Peterson and Ada Peterson, his wife. And it is further Adjudged, Ordered, and Decreed, that the name of said adopted child shall be in law Anita Belle Peterson. And it is fur-

ther Adjudged, Ordered, and Decreed, that the petitioners pay the costs of these proceedings.

Ridgely P. Melvin, A. J.

EX PARTE	:	No. 8110 Equity.
In The Matter of the Adoption	:	In The Circuit Court For
Of Joyce Ellen Murphy.	:	Anne Arundel County.

Mr. Clerk:

Please file, etc.

George C. Brady,

Counsel for Petitioners.

Petition. -- Filed Nov. 18" 1940.

To the Honorable, The Chief Judge and Associate Judges of Said Court:

William LeRoy Arnold and Bernice P. Arnold, by this their petition respectfully represent:

Ex

1. That your Petitioners, William LeRoy Arnold and Bernice P. Arnold, are citizens of the State of Maryland, and residents of Anne Arundel County; that Joyce Ellen Murphy, a female, was born in the City of Baltimore on the 29th day of March, 1940; that your Petitioners desire to adopt Joyce Ellen Murphy as their child in accordance with the laws of Maryland; that your Petitioners are without children and are ready, able and willing to support and maintain Joyce Ellen Murphy as their child to the same extent and purpose as if said child had been born to them in wedlock; that they have had the actual custody and possession of said child since August 20, 1940, and they are prepared to give to the child every care that may be reasonably had by one in their position in life; that the mother of Joyce Ellen Murphy is Margaret Murphy who is ready and willing to surrender all right and interest in and to the said Joyce Ellen Murphy and consents to the passage of the decree in these proceedings to the end that this Honorable Court may declare the adoption by your Petitioners of Joyce Ellen Murphy and to that end she has given her consent hereto as shown in these proceedings. The identity of the natural father is unknown to the foster parents.

2. That your Petitioners desire that the name of the infant be changed from Joyce Ellen Murphy to Judith Ann Arnold.

Wherefore your Petitioners pray that a decree may be passed by this Honorable Court declaring Joyce Ellen Murphy to be the child of your Petitioners and changing her name from Joyce Ellen Murphy to Judith Ann Arnold.

And as your Petitioners will ever pray, etc.

William L. Arnold

Bernice P. Arnold,

Petitioners.

George M. Brady

Counsel for Petitioners.

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify that on this 15th day of November, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William LeRoy Arnold, Petitioner, and made oath in due form of law that the matters and

facts set forth and contained in the aforegoing petition are true to the best of his information, knowledge and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) Catherine H. Carville

Notary Public.

I, Margaret Murphy, hereby certify that I have read over the aforegoing petition and unconditionally consent to the adoption by William LeRoy Arnold and Bernice P. Arnold, his wife, of Joyce Ellen Murphy, my daughter, and further, I consent to the changing of her name to that of Judith Ann Arnold, and I further consent to the passage of such decree by the Circuit Court of Anne Arundel County as may be appropriate to properly and legally provide for the adoption by William LeRoy Arnold and Bernice P. Arnold as husband and wife, of Joyce Ellen Murphy to the same extent as if said Joyce Ellen Murphy had been borne to them as their child in wedlock.

Witness:

Catherine H. Carville Margaret Murphy.

Upon consideration of the petition filed in the above proceeding of even date herewith, the affidavit of William LeRoy Arnold and the consent of Margaret Murphy, it is on this 18th day of November, 1940, by the Circuit Court of Anne Arundel County

ORDERED, ADJUDGED AND DECREED that Joyce Ellen Murphy be and she is hereby declared to be the legally adopted child of William LeRoy Arnold and Bernice P. Arnold, his wife, and that the name of Joyce Ellen Murphy shall be and is hereby changed from Joyce Ellen Murphy to Judith Ann Arnold in accordance with the Statutes and Laws of Maryland.

Ridgely P. Melvin, Judge.

EXPARTE:	:	No. 8111 Equity.
John Joseph Tomczak.	:	In The Circuit Court For
	:	Anne Arundel County.

Mr. Clerk:

Please file.

Robert E. Kindred

Solicitor for Petitioner.

Petitioner and Decree of Court. --- Filed Nov. 19" 1940.

To the Honorable, The Judge of Said Court:

Ex

Your Petitioner, John Joseph Tomczak, respectfully shows unto Your Honor:

1. That he was born in Poland and came to America where he was naturalized as an American citizen on June 22, 1931, in the United States District Court for the District of Maryland.

2. That since his entry into the United States from Poland he has been known by the name of John Joseph Thomas.

3. That he has never been indicted for any crime or misdemeanor.

4. That on December 15, 1939, he purchased some land in Anne Arundel County near Glen

Burnie in the name of John Joseph Thomas, where he built his home and is now residing therein, which said land is duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 207, folio 71.

5. That all of his dealings among his fellowmen, business or otherwise have been in the name of John Joseph Thomas, that prior to his residence in this County he resided in the City of Baltimore for more than thirty years.

6. That he verily believes he has stated in this Petition good and sufficient reasons for the relief prayed.

Your Petitioner, Therefore Prays, this Honorable Court to grant by Order and Decree that his name be legally changed to John Joseph Thomas and that the costs in these proceedings be paid by your Petitioner.

And as in duty bound, etc.

John Joseph Tomczak,
Petitioner.

Robert E. Kindred,
Solicitor for Petitioner.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this 18th day of November, 1940, before me, the subscriber, a Notary Public of the State/County aforesaid John Joseph Tomczak, Petitioner and made oath in due form of law that the matters and facts set forth in the within Petitioner are true to the best of his knowledge and belief.

and

As Witness my hand and Notarial Seal.

(Notarial Seal) Viola Kindred,
Notary Public.

DECREE.

Upon the Aforegoing Petition and Affidavit, It Is This 19th day of November, 1940, Ordered and Decreed, by the Circuit Court for Anne Arundel County in Equity, that the prayer of the said Petitioner, John Joseph Tomczak be granted, and that his name is hereby changed to John Joseph Thomas; and that a copy of this Decree shall be sufficient and legal evidence of the facts stated in the within Petition; And Be It Further Ordered and Decreed that the Petitioner pay the costs of these proceedings.

Ridgely P. Melvin, A. J.

Helen R. Ford	:	No. 8112 Equity.
Vs.	:	In The Circuit Court For
Edward J. Ford	:	Anne Arundel County.

Mr. Clerk:

Please file, etc.

Albert J. Goodman,

Solicitor for Complainant.

Bill of Complaint and Order of Court Thereon. -- Filed Nov. 27th., 1940.

To The Honorable, The Judges of Said Court:

Your Oratrix, complaining, respectfully represents unto Your Honors:

First: That on the third day of March, 1937, she was married to the respondent, Edward J. Ford, at Ellicott City, Maryland, by a Minister of the Gospel; and that ever since, aside from several extended trips, they have resided at Annapolis, Maryland.

Second: That one child, Constance Penelope, age two and one-half years, was born unto them as a result of their marriage on July 23, 1938, in said City of Annapolis, who is now in the custody of your petitioner and her husband, the said Edward J. Ford.

Third: That the said Edward J. Ford, for more than one year past, has treated your oratrix with great cruelty, harshness and brutality, at times striking and beating her, and that on several occasions, he has ordered her from her home or threatened to leave on his own account.

Fourth: That recently, to wit, on November 24, 1940, his conduct became intolerable, at which time he struck and beat your oratrix, cursed her repeatedly, threw her to the floor and took their daughter from her arms, refusing to allow your oratrix a mother's right to administer to the child and comfort her in bed where she lay crying for attention.

Fifth: That on the same night, the respondent, Edward J. Ford, threatened your oratrix with violence and physical punishment if she ever were to remove their child from her home, asserting that the said child was to be confined in the apartment, and that your oratrix would not be permitted to take her out of the house. The respondent further stated that he was the sole guardian of their infant daughter and that he would control her conduct and actions, rearing her as he pleased and in a manner that met with his own approval, without any right of suggestion or interference on your oratrix's part.

Sixth: That by reason of the respondent's continued vicious and abusive treatment, the health of your oratrix has become undermined; and she is nervous, emaciated and physically worn out, requiring medical care and a peaceful environment for a short period of time under the supervision of a competent physician; that she has expressed a desire to the respondent to adopt this procedure, and he emphatically forbade that their daughter accompany her, and your oratrix knows her husband is in no condition or position to take care of their child in her absence.

Seventh: That the respondent unfortunately has become addicted to the use of intoxicating liquors and has not demonstrated his fitness as a proper guardian or custodian of any infant child, nor has he shown any sincere interest or concern over the health and welfare of their daughter since her birth, whereas your petitioner has always been a devoted and loving mother, keenly concerned in the health and happiness of their child, who has be-

come well-mannered and robust solely because of the constant attentions shown her by your oratrix.

Eighth: That your oratrix fears the respondent, Edward J. Ford, may forcibly take possession of their daughter and remove her out of the jurisdiction of this Court, depriving her of a mother's care and comfort, in accordance with his many threats and boasts.

Wherefore, your oratrix has filed this bill of complaint under Section 85 of Article 16 of the Code of Public General Laws of Maryland in order that this Honorable Court may assume jurisdiction in the premises and secure the welfare and promote the best interests of their said infant daughter, Constance Penelope.

TO THE END, THEREFORE:

(a) That this Honorable Court may assume jurisdiction in the premises.

(b) That this Honorable Court may award the care, custody and control of said Constance Penelope to your oratrix and determine who shall be charged with her support and maintenance, subject to the further order of this Court.

(c) That an immediate injunction may be issued by this Honorable Court restraining the said Edward J. Ford from taking their said infant daughter away from the care and custody of your oratrix and/or removing her from their home, pending the final hearing of this case.

(d) That your oratrix may be permitted to take testimony before this Honorable Court to establish her right to said custody and control.

(e) And for such other and further relief as her case may require.

May It Please Your Honors to grant unto your oratrix the writ of subpoena directed to the said Edward J. Ford, who resides at No. 47½ Southgage Avenue, Annapolis, Maryland, and who is employed at the French Annapolis Oldsmobile Agency, West St., Annapolis, Maryland, commanding him to be and appear in this Honorable 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.

Helen R. Ford,
Complainant.

Albert J. Goodman,
Solicitor for Complainant.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 27th day of November, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Helen R. Ford and made oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true to the best of her knowledge and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) Grace E. Roth,
Notary Public.

ORDER OF COURT.

Upon the foregoing bill of complaint and affidavit, it is hereby ordered this 3rd day of December, 1940, by the Circuit Court for Anne Arundel County in Equity that the respondent, Edward J. Ford, show cause on or before the 16 day of December, 1940, why the relief prayed for in said bill of complaint should not be granted to the complainant, Helen R. Ford, and the care, custody and control of the infant daughter, Constance Penelope, should not be awarded to the complainant, Helen R. Ford.

And it is further adjudged, ordered and decreed that the writ of injunction be and the same is hereby issued restraining the said Edward J. Ford from removing Constance Penelope Ford from the care and custody of her mother, the complainant herein, or from their home, pending the final hearing of this case, with leave, however, to the said respondent to move for the dissolution of this injunction at any time upon giving notice to the complainant or her attorney, Albert J. Goodman, of said motion to dissolve.

Ridgely P. Melvin, A. J.

Helen R. Ford
Vs.
Edward J. Ford.

No. 8112 Equity.
In The Circuit Court For
Anne Arundel County.

DECREE. Dec. 18, 1940 --Filed Dec.18th.,1940.

The above-entitled cause, having been read and being submitted and no cause to the contrary having been shown by the respondent, Edward J. Ford, why the relief prayed for in the bill of complaint should not be granted to the complainant, Helen R. Ford, although the time for answering the same expired on the 16th day of December, 1940.

It Is thereupon, this 18th day of December, 1940, by the Circuit Court for Anne Arundel County in Equity ordered that custody and guardianship of Constance Penelope Ford, the infant daughter of the parties mentioned in these proceedings, be and are hereby awarded to Helen R. Ford, mother of said infant; and Edward J. Ford, the father, is hereby charged with her maintenance and support, subject to the further order of this Court.

It Is further ordered that the complainant pay the costs of these proceedings, to be taxed by the Clerk.

Ridgely P. Melvin, A. J.

Summons.

Maryland, Sct.

The State of Maryland.

To Edward J. Ford, of Anne Arundel County, Greeting:

You Are Hereby Commanded, That all excuses set apart, you personally be and appear before the Circuit Court of Anne Arundel County, sitting in Equity; to be held in the City of Annapolis, on the first Monday of January 1941, next, to answer the complaint of Helen R. Ford, against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable Francis Neal Parke, Chief Judge of the said Court, the 4th day of November, 1940.

Issued 3rd. day of December, 1940.

(Court Seal) John H. Hopkins, 3rd.,Clerk.

Take Notice:--That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday, the 6th. day of January 1941.

(A. J. Goodman,)
(Sol.)

Summoned Edward J. Ford this 6th day of December 1940 and a copy of the Subpoena and Bill of Complaint and Order of Court left in his hands.

Russell C. Turner,
Sheriff of Anne Arundel Co.
By: Weems.

Returnable 1st. Monday Jany. 1941.

In The Matter of Change of Name	:	No. 8113 Equity.
Carl Frederick Cherniske to	:	In The Circuit Court For
Carl Frederick Blackman..	:	Anne Arundel County.

Decree Nov. 27" 1940 -- Filed Nov. 27" 1940.

To The Honorable, The Judge of Said Court:

The petition of Carl Frederick Cherniske respectfully represents:

1 -- That he is in the service of the United States Navy as a pharmacists mate and is residing in Annapolis, Anne Arundel County, Maryland, and has been for more than one year.

2 -- That he desires to change his name from Carl Frederick Cherniske to Carl Frederick Blackman, and for reasons assigns the following:

a. Because as an American citizen, he prefers a name that has an American or English idiom, the American form of his present sur-name being Blackman;

b. Because he is frequently embarrassed by being asked the question whether he is Slovak, Polish, Jewish, or Russian;

c. Because of the difficulty that Americans have in pronouncing his present name;

d. Because he feels such change of name will be beneficial to him socially and in other ways.

3 -- That he owns no real estate, has no creditors, and that the foregoing reasons constitute the whole and only purpose of this petition.

Wherefore, your petitioner prays that his name may be changed to Carl Frederick Blackman.

Carl Frederick Cherniske
Petitioner.

Linwood L. Clark,
Solicitor for Petitioner.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this __ day of November, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared the above named Carl Frederick Cherniske, 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 27th day of November, 1940, by the Circuit Court of Anne Arundel County, Maryland, ajudged, ordered and decreed that the name of Carl Frederick Cherniske of the City of Annapolis, Maryland, be, and it is hereby, changed from Carl Frederick Cherniske to Carl Frederick Blackman, 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.

In The Matter of	:	No. 8114 Equity.
The Name of	:	In The Circuit Court For
Frank Bunzhuber, Jr.	:	Anne Arundel County.

Petition to change name. -- Filed Dec. 3rd., 1940.

To the Honorable, The Judges of said Court:

The petition of Margaret Segel, on behalf of her infant son, Frank Bunzhuber, and also on her own behalf, and the petition of Joseph Segel, respectfully shows:

1. That Frank Bunzhuber, Jr. is now thirteen years of age, and was born in lawful wedlock to Frank Bunzhuber, Sr. and Margaret Bunzhuber, his wife.

2. That Frank Bunzhuber, Sr. is dead; and Margaret Bunzhuber, his wife, has re-married and is now the lawful wife of Joseph Segel, and her name is now Margaret Segel.

3. That the said Frank Bunzhuber, Jr. is now and for some time past has been in the custody of Joseph Segel and Margaret Segel, his wife, and is being raised as the son of Joseph Segel.

4. That the said Frank Bunzhuber, Jr., and Margaret Segel, his mother, and Joseph Segel, all desire that the name of said infant shall be in law Frank Segel; and this will be to the interest and advantage of the said infant.

To The End Therefore:

(1) That a decree be passed whereby the name of the said infant shall be in law Frank Segel.

(2) And for such other and further relief as the nature of the case may require.

And as in duty bound, etc.

Margaret Segel

Frank Bunzhuber, Jr.

Joseph Segel

Emanuel Klawans,

Solicitor.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this 2nd day of December, 1940, before me, the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Joseph Segel and Margaret Segel, his wife, and Frank Bunzhuber, Jr., and they 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 knowledge, information, and belief.

Witness my hand and notarial seal.

(Notarial Seal) Margaret V. Schmidt,

Notary Public.

Order of Court

Upon the foregoing petition and affidavit, it is this 6th day of December, 1940, by the Circuit Court for Anne Arundel County sitting in Equity, Adjudged, Ordered, and Decreed, that the name of Frank Bunzhuber, Jr., be and the same is hereby changed in law, and the same shall hereafter be in law Frank Segel. And it is further Ordered that the petitioners shall pay the costs of these proceedings.

Ridgely P. Melvin, A. J.

Ex Parte in the Matter of the Petition :	No. 8118 Equity.
of Jackson Hall and Laura Hall, his wife;	In The Circuit Court For
For The Custody of George McCoy Harris, :	Anne Arundel County.
infant. :	

Petition for Custody. -- Filed Dec. 14" 1940.

To The Honorable, The Judges of Said Court:

The Petition of Jackson Hall and Laura Hall, his wife, respectfully represents unto Your Honors:

First: That their daughter, Virginia H. Harris, was married to one Harry McCoy Harris on the 11th day of August, 1935, at Annapolis, Maryland, by a Minister of the Gospel, and that they resided together with your petitioners as husband and wife until on or about the 15th day of December, 1938, when they became separated, and have not lived together ever since.

Second: That one child, George McCoy Harris, age four, was born unto them as a result of their said marriage in the City of Annapolis on December 23, 1936, who, ever since his birth, has been and is now in the custody of your petitioners.

Third: That the mother of said child left the City of Annapolis about two years ago without informing your petitioners of her intended destination, and they have not heard from her since. That her husband and the father of said child is enlisted in the United States Navy and is now stationed on the West Coast of the United States.

Fourth: That neither of said parents have at any time demonstrated by their words or conduct the love and affection of a parent for a child and have indicated an intention to abandon him; and your petitioners have, from the time of his birth, provided their grandson with every home comfort and loving parental care to be desired; and as a consequence, they have become extremely attached to said child.

Fifth: That they were obliged to appeal to the Bureau of Navigation to compel the said Harry McCoy Harris to contribute the sum of Fifteen ($15.00) Dollars monthly toward the support of their grandchild; but that aside from this, he has never, by word or action, expressed any interest in the welfare of his son.

Sixth: That your petitioners are husband and wife and have resided in the City of Annapolis for a period of more than twenty years, where they occupy a clean and comfortable home, supported by the earnings of your petitioner, Jackson Hall, who follows the water as an occupation.

Seventh: That your petitioners are informed and therefore believe and aver that an effort to obtain custody of said child will be made by other members of your petitioners' family, who have no right or reason to apply for the same other than a desire to embarrass and harass your petitioners and to deprive them of the loving companionship of their grandchild, for whom they have made every sacrifice.

Eighth: That your petitioners have filed this petition under Section 85 of Article 16 of the Code of Public General Laws of Maryland in order that this Honorable Court may assume jurisdiction in the premises and secure the welfare and promote the best interests of said child.

To The End, Therefore:

(a) That this Honorable Court assume jurisdiction in the premises.

(b) That this Honorable Court may award the care, custody and guardianship of said George

McCoy Harris to the petitioners herein, subject to the further order of this Court.

(c) That your petitioners may be permitted to take testimony before this Honorable Court to establish their right to said custody and guardianship.

(d) And for such other and further relief as their case may require.

And as in duty bound, etc.

Albert J. Goodman,
Solicitor for Petitioners.

Jackson Hall
Laura Hall, Petitioners.

State of Maryland Anne Arundel County To Wit:

I Hereby Certify that on this 14th day of December, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Jackson Hall and Laura Hall, his wife, and made oath in due form of law that the matters and facts stated in the aforegoing petition are true to the best of their knowledge and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) Grace E. Roth,
Notary Public.

Annapolis, Maryland, December 14, 1940.

I Hereby Certify that I have known Jackson Hall and Laura Hall, his wife, for more than fifty years; and I know them to be honest, sober and industrious citizens of this county and state. I can further certify that they maintain a clean and comfortable home, and it is my opinion they are worthy of having awarded to them the care, custody, guardianship and control of their grandchild, George McCoy Harris.

William B. McCready.

Ex Parte In The Matter of the Petition
of Jackson Hall and Laura Hall, his
wife, for the Custody of George McCoy
Harris, infant.

No. 8118 Equity.
In The Circuit Court For
Anne Arundel County.

DECREE -- Filed Dec. 16" 1940.

The above-entitled cause, having been heard and being ready for decree and being submitted, the petition and all of the other proceedings were by the Court read and considered.

It Is thereupon this 16th day of December, 1940, by the Circuit Court for Anne Arundel County in Equity ordered that custody and guardianship of George McCoy Harris, the infant son of Virginia H. Harris and Harry McCoy Harris, and the grandson of the petitioners mentioned in these proceedings, be and are hereby awarded to Jackson Hall and Laura Hall, his wife, grandparents of said infant; and Harry McCoy Harris, the father, is hereby charged with his maintenance and support, subject to the further order of this Court.

It Is further ordered that the petitioner pay the costs of these proceedings, to be taxed by the Clerk.

Ridgely P. Melvin, A. J.

In the Matter of the Petition of William John Roorda and Harriet S. Roorda, his wife, for the Adoption of Billie Barnes or David Earle Barnes, infant, and to change his name to William Gordon Roorda. : No. 7991 Equity. In The Circuit Court For Anne Arundel County.

Mr. Clerk:

Please docket the above entitled case, enter my appearance and file petition and exhibit.

Clare Green Duckett, Solicitor

Petition for Adoption. -- Filed June 5th., 1940.

To the Honorable, the Judges of said Court:

The petition of William John Roorda, First class store keeper, United States Navy, and Harriet S. Roorda, his wife, respectfully represents unto your Honors:

1. That Billie Barnes whose registered name is David Earle Barnes, born at the Havre de Grace, State of Maryland, hospital on the 27th day of August, 1935, is the child of John Barnes now living in the First Election District of Anne Arundel County, State of Maryland and Hattie Barnes, deceased.

11. That John Barnes, the father of said Billie Barnes or David Earle Barnes, is unable to provide proper food and care for the said child and that he consents to the adoption of the said Billie Barnes or David Earle Barnes by your petitioners, his affadavit to that effect, being filed herewith as exhibit No. 1 with petition. Ex

111. That Hattie Barnes, the wife of said John Barnes and the mother of Billie Barnes or David Earle Barnes, died in the fall of 1939.

1V. That your petitioners have cared for the said Billie Barnes or David Earle Barnes, as their own child since the 20th day of April, 1940, at which time the child was without food, proper care and clothing.

V. That your petitioner, the said William John Roorda is a First Class Store keeper, United States Navy and that both of your petitioners, the said William John Roorda and Harriet S. Roorda, his wife, are already devotedly attached to the said Billie Barnes or David Earle Barnes, that they have no children of their own, are fully able to provide for him and are anxious and willing to adopt the said Billie Barnes or David Earle Barnes.

Vl. That your petitioners have been advised that the aid of this Court must be invoked to fully carry out the wishes and intentions of your petitioners.

To the end, therefore:

(1) That this Court may pass a decree declaring said Billie Barnes or David Earle Barnes, the adopted child of said William John Roorda and Harriet S. Roorda, his wife.

(2) That the name of said infant be changed from Billie Barnes or David Earle Barnes, to William Gordon Roorda.

(3) That your petitioners may have such other and further relief as the case may require.

May it please your Honors to take such action and pass such decree as may effectuate the wish and intention of your petitioners.

And as in duty, bound, etc.

Clare Green Duckett,
Solicitor.

William John Roorda
Harriett S. Roorda,
Petitioners.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this 5 day of _____ 1940, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared the above named William John Roorda and Harriet S. Roorda, his wife, and made oath in due form of law that the matter and facts stated in the aforegoing petition are true to the best of their knowledge and belief.

Witness my hand and seal, this 5 day of June 1940.

(Notarial Seal) Myrtle Sturm,
Notary Public.

I hereby certify that on this 3 day of June, in the year nineteen hundred and forty, before me, the subscriber, a Notary Public of the State of Maryland, in and for County aforesaid, personally appeared John Barnes, and known to me as such, and made oath in due form of law, that he is living at present in the First Election District of Anne Arundel County, that he is the father of ten children, the youngest of which is called Billie Barnes and whose given name is David Earle Barnes, that the said Billie Barnes or David Earle Barnes, is over four years of age, having been born on the 27th day of August, 1935 in the Havre de Grace Hospital, that his wife Hattie Frazier Barnes and the mother of the said Billie Barnes or David Earle Barnes, is deceased, that he is unable to provide proper food and care for the said child, that William John Roorda of the United States Navy and Harriet S. Roorda, his wife, have offered to adopt the said Billie Barnes or David Earle Barnes, as their own child, that he believes them to be able and willing to provide for the said child as their own and that it will be for the best interests and advantage for the said Billie Barnes or David Earle Barnes, and that he hereby agrees to the adoption of the said Billie Barnes or David Earle Barnes, by the said William John Roorda and Harriet S. Roorda, his wife, and does further agree and hereby gives up all rights, claims, interest in and control over the said Billie Barnes or David Earle Barnes, which he has as a natural parent and not to molest or interfere in any way hereafter with the said Billie Barnes or David Earle Barnes or William John Roorda and Harriet S. Roorda, his wife.

John Barnes.

Witness my hand and seal Notarial.

(Notarial Seal) Marie J. King.
Notary Public.

DECREE

The aforegoing application being submitted and the petition and all the other proceedings being by the Court read and considered.

The Court being satisfied upon careful investigation that the best interests and welfare of the said Billie Barnes or David Earle Barnes will be thereby promoted.

It is thereupon this 5th day of June, in the year Nineteen hundred and forty by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed that the said Billie Barnes or David Earle Barnes be and he is hereby expressly declared the adopted child of the said William John Roorda and Harriet S. Roorda, his wife, with all the rights vouchsafed under the laws of the State of Maryland; and it is further ordered and de-

creed that the name of said Billie Barnes or David Earle Barnes be and it is hereby changed to William Gordon Roorda; and it is further ordered that the petitioners pay the costs of these proceedings to be taxed by the clerk.

Ridgely P. Melvin, A. J.

In The Matter of the Sale of the Mortgaged Real Estate of John L. Gainor and Ruth C. Gainor, his wife.	:	No. 8063 Equity. In The Circuit Court For Anne Arundel County.

Mr. Clerk:

Please docket this suit and file mortgage, and file and approve bond.

R. Tilghman Brice, III,
Attorney named in mortgage.

Mortgage -- Filed August 9" 1940. (State Stamps $7.50)

This Mortgage, Made this Fifth day of June in the year nineteen hundred and thirty-nine, by and between John L. Gainor and Ruth C. Gainor, his wife, Mortgagors of Anne Arundel County in the State of Maryland, of the first part, and The Farmers National Bank of Annapolis, a body corporate of the State of Maryland, Mortgagee, of the second part, Witnesseth:

Whereas, the said parties of the first part, John L. Gainor and Ruth C. Gainor, his wife, are justly and bona fide indebted unto The Farmers National Bank of Annapolis in the full and just sum of Seven Thousand Five Hundred ($7,500.00) Dollars, for the payment whereof, the said parties of the first part have passed to the said The Farmers National Bank of Annapolis their joint and several promissory note of even date herewith, payable ten (10) years after date, with interest thereon at the rate of Five (5%) per cent per annum; to be repaid at the rate of Three Hundred and Seventy-five ($375.00) Dollars semi-annually, plus interest, first of said payments shall be due and payable six (6) months from the date hereof.

It Is Agreed And Understood between the parties hereto that the said parties of the first part shall have the right and privilege of making larger payments on account of the principal sum at any payment due date.

It Is Further Agreed And Understood by and between the parties hereto that any balance due on the said principal sum aforesaid at the end of Ten (10) years shall be due and payable on the 5th day of June, 1949.

It Is Further Agreed And Understood by and between the parties hereto that a failure on the part of the parties of the first part, their heirs, personal representatives, or assigns, to make the payments hereinabove set out shall constitute a default under this mortgage, and no waiver of any one breach shall constitute a waiver of the covenant itself, or any subsequent breach thereof; and

Whereas, the execution of this mortgage to secure the payment of the said sum of Seven Thousand Five Hundred ($7,500.00) Dollars, plus interest thereon, was a condition precedent to said loan.

Now This Mortgage Witnesseth, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, John L. Gainor and Ruth C. Gainor, his wife, do grant and convey unto the said Mortgagee, The Farmers National Bank of Annapolis, its successors and assigns,

in fee simple, all those two lots or parcels of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

First: All that lot of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:

Beginning for the same on the South side of Hawthorne Road at the distance of 109.07 feet Easterly from the corner formed by the intersection of the South side of Hawthorne Road and the East side of Hammonds Ferry Road, which place of beginning is the center of Lot No. 47 as shown and designated on Plat No. 5 of "Linthicum Heights" and known as the revised plat of Pardee's subdivision, said plat being recorded among the Plat Records of Anne Arundel County in Liber F. S. R. No. 2, folio 51; and running thence Easterly binding on the South side of Hawthorne Road 82.52 feet to the East outline or boundary of Lot No. 46 as shown on said plat; thence Southerly bounding on said East boundary 140.0 feet to the South boundary of said Lot No. 46; thence Westerly bounding on the South boundaries of Lots Nos. 46 and 47, 82.07 feet to the center of the abovementioned Lot No. 47; thence Northerly by a straight line 140.0 feet to the place of beginning. Said lot being and comprising all of Lot No. Forty-Six (46) and the East one-half ($\frac{1}{2}$) of Lot No. Forty-Seven (47) as shown on the hereinbefore referred to plat of "Pardee's Subdivision."

Being the same property which by Deed dated the 25th day of October, 1937,and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 173, folio 67, was granted and conveyed by Charles T. Gardner and Bertha I. Gardner, his wife, to John L. Gainor and Ruth C. Gainor, his wife.

Second: All that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:

Beginning for the same at an iron pipe set in tne ground at a point distant South 65 degrees 16 minutes East 653.49 feet, and South 46 degrees 46 minutes East 29.83 feet from a stone set at a point in the South side of a 30-foot County Road leading to "Poplar Ridge" in the Third Election District of Anne Arundel County, Maryland, said stone being at the intersection of the North 5 degrees East line of a Deed from Joshua S. Linthicum and wife and Bruner R. Anderson and wife to Edward Trusheim and wife, dated the 5th day of September, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 68, folio 298, and the South side of the 30-foot County Road aforesaid mentioned, said point of beginning being at the intersection of the North 6 degrees 14 minute East 425 foot line, more or less, mentioned in a Deed from Joshua F. Johnson and J. Purnell Johnson and their respective wives, to Harold Slanker and wife, and the Southwestern side of Ridge Road as laid out to a width of 50 feet, with the use thereof in common; and running thence with and binding on said Road, South 65 degrees 16 minutes East 255 feet to an iron pipe set in the Southwestern side of said Road; thence leaving said side of said Road and running South 6 degrees 14 minutes West 510 feet, more or less, to an iron pipe there being and at the tide waters of Main Bodkin Creek; thence running up with in a general westerly direction and following the meanderings of the tide waters of said Creek a distance of 320 feet, more or less, to an iron pipe there being and at the tide waters of said Cree; thence leaving the tide waters of said Creek and running North 6 degrees 14 minutes East 425 feet, more

or less, said line being in the third line and also the Eastern boundary line of the Slanker tract, to the place of beginning. Containing about Three (3) acres of land, more or less.

Being the same property which was conveyed to John L. Gainor and Ruth C. Gainor, his wife, by Joshua F. Johnson and wife and J. Purnell Johnson and wife, by Deed dated the 20th day of February, 1939, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 198, folio 20.

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

To Have And To Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Mortgagee, The Farmers National Bank of Annapolis, its successors, and assigns, forever.

Provided, that if the said Mortgagors, John L. Gainor and Ruth C. Gainor, his wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Seven Thousand Five Hundred ($7,500.00) 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, John J. Gainor and Ruth C. Gainor, 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 Mortgagors, John L. Gainor and Ruth C. Gainor, his wife, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, The Farmers National Bank of Annapolis, its successors, or assigns, or R. Tilghman Brice, III, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a 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 the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses,costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors or assigns, or Tilghman Brice,111, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said Mortgagors, John L. Gainor and Ruth C. Gainor, 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, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Thousand Five Hundred ($7,500.00) 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 Mortgage, 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: John L. Gainor (Seal)

Beatrice A. Velenovsky Ruth C. Gainor (Seal)

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this Fifth 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 the County aforesaid, personally appeared John L. Gainor and Ruth C. Gainor, 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 Daniel H. Nichols, Cashier of The Farmers National Bank of Annapolis, 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 in due form of law that he is the Agent of the Mortgagee and duly authorized to make this affidavit.

As witness my hand and Notarial seal.

(Notarial Seal) Beatrice A.Velenovsky

My Commission expires May 5, 1941. Notary Public.

In The Matter Of The Sale Of The Mortgaged Real Estate of John L. Gainor, Ruth C. Gainor, his wife. No. 8063 Equity. In The Circuit Court For Anne Arundel County.

Bond -- Filed & Approved 9" August, 1940. --John H. Hopkins, 3rd., Clerk.

Know all Men by these Presents: That We R. Tilghman Brice, 111, of the City

of Annapolis, State of 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 Ten Thousand ($10,000.00) 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 ninth day of August in the year of our Lord nineteen hundred and forty.

Whereas, the above bounden R. Tilghman Brice, 111, by virtue of a power contained in a mortgage from John L. Gainor and Ruth C. Gainor, his wife, to The Farmers National Bank of Annapolis, dated the fifth day of June, 1939, and recorded in Liber J. H. H. No. 198 folio 324 etc., one of the Land Record Books of Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein; and

Whereas, such default has occurred and the said R. Tilghman Brice, 111, 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
Beatrice A. Velenovsky

(Corporate Seal)

R. Tilghman Brice, 111 (Seal)
Maryland Casualty Company
Chas. F. Lee of
Per Chas. F. Lee & Co. Agts.

In The Matter of the Sale of the Mortgaged
Real Estate of John L. Gainor, Ruth C. Gainor,
his wife.

No. 8063 Equity.
In The Circuit Court For
Anne Arundel County.

Statement of Claim of the Farmers National Bank of Annapolis. --Filed 12" August,1940.

Amount due on mortgage from John L. Gainor and Ruth C. Gainor, his wife, to The Farmers National Bank of Annapolis, dated the 5th day of June, 1939, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 198, folio 324. $7,125.00
Plus interest thereon at the rate of Five (5%) per cent per
annum from December 5, 1939 ----------

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

I Hereby Certify, That on this 12th day of August 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 Harry G. Rullman, Assistant-Cashier of The Farmers National Bank of Annapolis, and made oath in due form of law that there is due and owing the said The Farmers National Bank of Annapolis the sum of Seven Thousand One Hundred Twenty-five ($7,125.00) Dollars, plus interest thereon at the rate of Five (5%) per cent per annum from the 5th day of December, 1939, on the above entitled mortgage which is held by the said The Farmers National Bank of Annapolis.

As witness my hand and Notarial Seal.

(Notarial Seal) Beatrice A. Velenovsky,
Notary Public.

In The Matter of the Sale of the Mortgaged Real Estate of John L. Gainor and Ruth C. Gainor, his wife.

No. 8063 Equity.
In The Circuit Court For
Anne Arundel County.

Report of Sale -- Filed Sept. 11th., 1940.

To the Honorable, the Judges of said Court:

The Report of Sale of R. Tilghman Brice, 111, Attorney named in the mortgage filed in this case, respectfully shows:

That the said mortgage being overdue and in default, he did, after having given bond with surety duly approved, by the clerk of this court, advertised the said property for sale on Tuesday, September 10, 1940, at 11:15 o'clock A. M., by advertisement in the Maryland Gazette, a newspaper printed weekly at Annapolis, Maryland for more than three successive weeks before the day of sale, and also by handbills which he caused to be posted at the Court House Door in the City of Annapolis, Maryland, and also in the vicinity of the premises mentioned in said mortgage, in pursuance of said notice, he did attend in person at the Court House Door in the City of Annapolis, Maryland, on Tuesday, September 10,1940, at 11:15 o'clock A. M., that being the time and place advertised for said sale and did then and there offer said property mentioned in the mortgage filed in this case which said mortgage is dated the fifth day of June, 1939, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 198, folio 324, reference to said mortgage being hereby given for a more particular description of the properties sold; and did offer said properties mentioned in said mortgage separately and did sell the property firstly described in said mortgage, being the lot of ground on Hawthorne Road in Linthicum Heights to the Maryland State Housing Company subject to restrictions of record, at and for the sum of Four thousand and One Hundred and Seventy Five ($4,175.00) Dollars, it being then and there the highest bidder for the same, and the said R. Tilghman Brice, 111, Attorney named in the mortgage did then offer the parcel secondly described in said mortgage, being three acres of land, more or less, together with the improvements therein, located at Poplar Ridge, in the third election district of Anne Arundel County, Maryland, at public auction and sold the same at and for the sum of Six thousand, Nine Hundred and Fifty ($6,950.00) Dollars to Harold E. Slanker and Eva J. Slanker, they being then and there the highest bidders for the same and he files herewith one of the handbills of said sale upon which is endorsed a certificate of the auctioneer and of the purchasers as to said sales.

All of which is respectfully submitted.

R. Tilghman Brice, 111,
Attorney named in mortgage.

State of Maryland, Anne Arundel County to-wit:

I hereby certify, that on this tenth day of September 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, Attorney named in the mortgage mentioned in these proceedings, 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 sale was fairly made.

As witness my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney,
Notary Public.

Advertisement of Sale -- George W. Scible, Auctioneer.

Mortgagee's Sale of valuable Residential Property and valuable Waterfront Property

By virtue of the power of sale contained in a mortgage from John L. Gainor and Ruth C. Gainor, his wife, dated the 5th day of June, 1939, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 198, folio 324, said mortgage being in default, I will offer to public sale at the Court House door in the City of Annapolis, Maryland, on Tuesday, September 10, 1940 at 11:15 o'clock A. M. the following property:

First: All those lots of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, and described as follows: Beginning for the same on the south side of Hawthorne Road at the distance of 109.07 feet easterly from the corner formed by the intersection of the south side of Hawthorne Road and the east side of Hammonds Ferry Road, which place of beginning is the center of Lot No. 47, as shown and designated on Plat No. 5 of "Linthicum Heights," and known as the revised plat of Pardee's Subdivision, said plat being recorded among the Plat Records of Anne Arundel County in Liber F. S. R. No. 2, folio 51; and running thence easterly binding on the south side of Hawthorne Road 82.52 feet to the east outline or boundary of lot No. 46, as shown on said plat; thence southerly bounding on said east boundary 140.0 feet to the south boundary of said lot No. 46; thence westerly bounding on the south boundaries of lots Nos. 46 and 47, 82.07 feet to the center of the above-mentioned lot No. 47; thence northerly by a straight line 140.0 feet to the place of beginning. Said lot being and comprising all of lot No. forty-six (46) and the east one-half (½) of lot No. forty-seven (47) as shown on the hereinbefore referred to plat of "Pardee's Subdivision." Being the same property which by deed dated the 25th day of October, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 173, folio 67, was granted and conveyed to Charles T. Gardner and Bertha I. Gardner, his wife, to John L. Gainor and Ruth C. Gainor, his wife.

This property is improved by a two-story frame dwelling and a garage.

Second: All that lot or parcel of ground, lying and being in the Third Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say: Beginning for the same at an iron pipe set in the ground at a point distant south 65 degrees 16 minutes east 653.49 feet, and South 46 degrees 46 minutes east 29.83 feet from a stone set at a point in the south side of a 30-foot county road leading to "Poplar Ridge," in the Third Election District of Anne Arundel County, Maryland, said stone being at the intersection of the north 5 degrees east line of a deed from Joshua S. Linthicum and wife and Bruner R. Anderson and wife to Edward Trusheim and wife, dated the 5th day of September 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 68, folio 298, and the south side of the 30-foot county road aforesaid mentioned, said point of beginning being at the intersection of the north 6 degrees 14 minutes east 425-foot line, more or less, mentioned in a deed from Joshua F. Johnson and J. Purnell Johnson and their respective wives, to Harold Slanker and wife, and the southwestern side of Ridge Road as laid out to a width of 50 feet, with the use thereof in common; and running thence with and binding on said road, south 65 degrees 16 minutes east 255 feet to an iron pipe set in the southwestern side of said road; thence leaving said side of said road and running south 6 degrees 14 minutes west 510 feet, more or less, to an iron pipe there being and at the tide waters of Main Bodkin Creek; thence running up with

in a general westerly direction and following the meanderings of the tide waters of said creek a distance of 320 feet, more or less, to an iron pipe there being and at the tide waters of said Creek, thence leaving the tide waters of said creek and running north 6 degrees 14 minutes east 425 feet, more or less, said line being the third line and also the eastern boundary line of the Slanker lot, to the place of beginning. Containing about three (3) acres of land, more or less. Being the same property conveyed to John L. Gainor and Ruth C. Gainor, his wife, by Joshua F. Johnson and wife and J. Purnell Johnson and wife, by deed dated the 20th day of February, 1939, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 198, folio 20.

This property is improved by a frame dwelling and a combination barn and garage.

Terms of Sale: One-third of the purchase price will be required of the purchaser on the day of sale, balance of purchase money, including interest at the rate of six (6) per cent per annum, to be paid in cash on ratification of sale.

Taxes, insurance and all other assessments to be adjusted to the day of sale.

For further particulars, inquire of the undersigned.

R. Tilgnman Brice,111,
Attorney Named in Mortgage,
Lee Bldg., Annapolis, Md.

Certificate of Publication Annapolis, Md., Sept. 10, 1940.

We hereby certify, that the annexed Mortgagee's Sale - Gainor 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 13th day of September, 1940. The first insertion being made the 15th day of August, 1940.

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

Auctioneer's Certificate.

I Hereby Certify, That I have this day sold the property described firstly on the reverse side of this Handbill at the Court House Door in the City of Annapolis, Maryland, on Tuesday, September 10, 1940, at 11:00 o'clock A. M., to The Md. State Housing Co. at and for the sum of four thousand one hundred seventy five ($4175.00) the said The Md. State Housing Co. being then and there the highest bidder for the said property.

George W. Scible, Auctioneer

I Hereby Certify, That I have this day sold the Property described secondly on the reverse side of this Handbill at the Court House Door in the City of Annapolis, Maryland, on Tuesday, September 10, 1940, at 11:15 o'clock, A. M., to Harold E. Slanker and Eva Johnson Slanker at and for the sum of 6950.00 the said Harold E. Slanker being then and there the highest bidder for the said property.

George W. Scible, Auctioneer.

Purchaser's Agreement.

I Hereby Certify, That I have purchased the property firstly mentioned on the reverse side of this Handbill, at and for the sum of four thousand one hundred seventy five and no/100 dollars ($4175.00) and agree to comply with the terms of the sale, as set forth thereon. Signed and sealed at Annapolis, Maryland this 10th day of September, 1940.

The Maryland State Housing Co. (Seal)
By Herbert Karfnor, President. (Seal)

I Hereby Certify, That I have purchased the property secondly mentioned on the reverse side of this Handbill, at and for the sum of Six thousand nine hundred fifty dollars $6950.00 and agree to comply with the terms of the sale, as set forth thereon.
Signed and sealed at Annapolis, Maryland, this 10th day of September, 1940.

Harold E. Slanker (Seal)
Eva J. Slanker (Seal)

ORDER

Ordered, this 11th., day of September, 1940, That the sale of the property mentioned in these proceedings, made and reported by R. Tilghman Brice 111 Attorney named in Mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 14th., 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 14th., day of October next. The report states that the amount of sales to be $11,125.00

John H. Hopkins, 3rd.,Clerk.

Certificate of Publication Annapolis, Md., 10/15/40

We hereby certify, that the annexed Order Nisi - Sale - Eq. 8063 - Gainor was published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of October, 1940. The first insertion being made the 12th day of September, 1940.

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

Ordered By The Court, This 16th day of October, 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.

In the Matter of the Sale of the
Mortgaged Real Estate of
John L. Gainor and Wife.

No. 8063 Equity.
In The Circuit Court For
Anne Arundel County.

Auditor's Report and Account. -- Filed Dec. 3rd., 1940.

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of John L. Gainor and Wife in ac. with R. Tilghman, 111, Attorney.

To Attorney for Commissions	$	$366.06
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - court costs	14.75	
Auditor	13.50	38.25

To Amounts brought forward		$404.31
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	$74.00	
Capital-Gazette Press - handbills	5.50	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
C. F. Lee & Co. - bond premium	40.00	
George W. Scible - auctioneer (Linthicum Hghts.	32.00	
One-half Federal revenue stamps-property)	2.47	
One-half State revenue stamps - "	2.05	
(Poplar Ridge		
One-half Federal revenue stamps- property)	3.85	
One-half State revenue stamps "	3.45	
One-half State revenue stamps "	3.45	
Beatrice A. Velenovsky - notary fee	.50	
Ruby W. Chaney - notary fee	.50	174.32
To Attorney for Adjustments, viz:		
Adjustment of rent - 20 days ($50.00)		33.33
To Attorney for Benefit Charges, viz:		
Adjustment of water rent - 10 days		.57
To Farmers National Bank of Annapolis,		
mortgagee - in full for mortgage claim		7,401.10
To John L. Gainor and Ruth C. Gainor,		
mortgagors - this balance		3,333.75
		$11,347.38

Cr. Sept. 10, 1940

Proceeds of Sale as follows:

(1)	Linthicum Heights property	4,175.00	
	Interest on deferred payment	16.70	$4,191.70
(2)	Poplar Ridge property	6,950.00	
	Interest on deferred payment	60.23	7,010.23

Refunds as follows:

(1)	Linthicum Heights property:		
	1940 State & Co. taxes ($84.91-Adj)	25.98	
	Fire insurance premium ($31.25-adj)	1.11	
	Water & Sewer Benefit charge ($21.67-adj)	6.63	33.72
(2)	Poplar Ridge property:		
	1940 State & Co. taxes ($170.29-adj)	52.03	
	Fire insurance premium ($81.30-adj)	59.70	111.73
			$11,347.38

ORDER NISI.

Ordered, This 3rd., day of December, 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 January 1941 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 January 1941 next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Jan. 4, 1941

We hereby certify, that the annexed Order Nisi - Aud.- Acct.--Gainor Eq. 8063 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 January, 1941. The first insertion being made the 5th day of December, 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 January, 1941, 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.

Annie F. Boston, et al,	:	No. 8065 Equity.
Vs.	:	In The Circuit Court For
R. Lee Weigandt, et al	:	Anne Arundel County.

Mr. Clerk:

Please file.

Ernst S. Romoser

Solicitor for Plaintiffs.

Bill of Complaint. -- Filed Aug. 13" 1940.

To The Honorable, The Judge of Said Court:

Bill of Complaint of Annie F. Boston, Charles B. Bosien, Margaret E. Bosien, his wife, and Ellsworth L. Bosien and Edna M. Bosien, his wife, respectfully shows unto Your Honor:

That George B. Bennett, late of Anne Arundel County, Maryland, deceased, was in his lifetime and at the time of his death seized and possessed in fee simple of a tract of land situated and located in Anne Arundel County, State of Maryland, which he acquired by deed from Andrew M. Bennett, dated October 26, 1877 and duly recorded among the land records of Anne Arundel County in Liber S. H. 12, folio 46 (a certified copy of said Deed being filed herewith marked Complainants Exhibit A and prayed to be taken as part hereof.

(2) That being so seized said George B. Bennett, departed this life on or about the 3rd day of February, 1905, intestate and leaving no personal estate, to the knowledge of your orators, leaving surviving him his widow, Georgia Anna Bennett, who died intestate in the City of Baltimore, State of Maryland on or about the 22nd day of February, 1938; and the following children:

(A) Annie F. Boston, daughter, who is living and a party to this cause, who intermarried with Clarence Boston, said Clarence Boston having departed this life on or about the 27th day of March, 1918, who resides at #625 S. Pulaski Street, Baltimore, Maryland.

(B) Mattie G. Weigandt, daughter, who intermarried with Oliver Crouch, said Oliver Crouch, having departed this life intestate on or about the 28th day of May, 1898, there being one child as result of said marriage, namely:

(1) Oliver B. Crouch, Son, who is married to Amelia Crouch, both of whom are living and parties to this cause, and who reside at #321 S. Calhoun Street, Baltimore, Maryland.

(2) Said Mattie G. Weigandt after death of her husband, said Oliver B. Crouch, intermarried with R. Lee Weigandt who is living and a party to this cause, and resides at Elkridge, Howard County, said Mattie G. Weigandt departed this life on or about June 2, 1908, at Howard County, State of Maryland, intestate and leaving no personal estate, to the knowledge of your Orators, there being one child as the result of said second marriage, namely:

(3) Nellie M. Miller, daughter, who intermarried with W. Howard Miller, both of whom are living and parties to this cause, and who reside at #2 August Avenue, Catonsville, Baltimore County, Maryland.

(C) Margaret E. Bosien, daughter, who intermarried with Benjamin C. Bosien, said Benjamin C. Bosien, husband, departed this life on or about the 22nd day of April 1924, and said Margaret E. Bosien, departed this life intestate on or about the 17th day of October, 1934 at Elkridge, Howard County, Maryland, letters on her estate being granted Charles B. Bosien and notice to creditors being published, there being two children as a result of said marriage, namely:

(1) Charles B. Bosien, Son, who is married to Margaret E. Bosien, both of whom are living and parties to this cause.

(2) Ellsworth L. Bosien, son, who is married to Edna M. Bosien, both of whom are living and parties to this cause, and all of whom reside in Howard County, Maryland.

(D) Sarah E. Groscup, daughter, who intermarried with Howard Groscup, said Sarah E. Groscup, departed this life on or about March 15, 1913 in the City of Baltimore, intestate and leaving no personal estate, to the knowledge of your Orators, leaving surviving her her husband, said Howard Groscup, who departed this life on or about the 15th day of October, 1937, intestate and there being two children as a result of said marriage, namely:

(1) George H. Groscup, Son, who is married to Ida Groscup, both of whom are living and parties to this cause and who reside at 1636 N. Monroe Street, City of Baltimore.

(2) Edith G. Dotson, daughter, who intermarried with Paul Dotson, said Edith G. Dotson departed this live intestate, leaving no personal estate to the knowledge of your Orators, on or about the 28th day of November, 1927, leaving surviving her husband, said Paul Dotson, who departed this life unmarried on or about the 28th day of July, 1939, intestate, there being one child as a result of said marriage, namely:

Ruth Elizabeth Blondell, daughter, who intermarried with Leo W. Blondell, both of whom are living and are parties to this cause, and reside at Severna Park, Anne Arundel County.

(3) That all the parties who have any interest in said property are parties to this proceeding either as plaintiffs or defendants, that all said parties are adults and sui juris and all are residents of the State of Maryland,

(4) That the property referred to herein cannot be divided among the parties entitled thereto according to the several interests therein without loss or injury, and it will be advantageous to all said parties that said property be sold and that a trustee be appointed to sell same and distribute the proceeds among the parties entitled thereto.

(5) That your Orators and all parties hereto have authorized Charles B. Bosien as their agent to execute a contract to sell said property at private sale unto Charles P. Slunt and Helen M. Slunt, his wife, for the sum of Fourteen Hundred ($1400.00) Dollars, that said sum is a fair and reasonable price and the highest price obtainable for said property, copy of said Contract of Sale being filed herewith marked plaintiff's Exhibit "B" and prayed to be taken as a part hereof. Certificate of Real Estate Broker being also filed herewith marked plaintiff's Exhibit "C" and prayed to be taken as part hereof.

TO THE END THEREFOR

(1) That a Decree may be passed authorizing said property herein referred to, to be sold, and that a trustee may be appointed to make said sale.

(2) That a Decree may be passed herein ratifying and confirming sale made under Contract of Sale to Charles P. Slunt and Helen M. Slunt, his wife, and authorizing and empowering a Trustee to be appointed to consummate said sale and to execute a good and valid deed to said property to the purchaser upon payment of said purchase money.

(3) That this Court may decree that notice to creditors be published for claimants' of Paul Dotson, deceased, to file their claims in this cause.

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

May it please your Honor to grant unto your Orators the writ of subpoena, directed to said R. Lee Weigandt, who resides at Elkridge, Howard Co., Maryland, Oliver B. Crouch, and Amelia Crouch, his wife, who reside at #321 S. Calhoun Street, Baltimore, Maryland, Nellie M. Miller and W. Howard Miller, who reside at #2 August Avenue, Catonsville, Baltimore County, Maryland, George H. Groscup, and Ida Groscup his wife, who reside at #1636 N. Monroe Street, Baltimore City, Maryland, Ruth Elizabeth Blondell and Leo W. Blondell, her husband, who reside at Severna Park, Anne Arundel County, in the State of Maryland all being adults, 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.

Annie F. Boston
Chas. B. Bosien
Marg. E. Bosien
Ellsworth L. Bosien
Edna M. Bosien

Plaintiffs.

Ernst S. Romoser
Solicitor for Plaintiffs.

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this fifth day of June, 1940, before me, a Notary Public of the State of Maryland in and for the City of Baltimore, aforesaid, personally appeared Annie F. Boston, Charles B. Bosien and Margaret E. Bosien, his wife, Ellsworth L. Bosien and Edna M. Bosien, his wife, Plaintiffs and made oath in due form of law that the matters and facts set forth in foregoing Bill of Complaint are true to the best of their knowledge and belief as

therein set forth.

As Witness my hand and Notarial Seal.

(Notarial Seal) Helen B. Bornefeld

Notary Public.

Annie F. Boston, et al. No. 8065 Equity.

vs. In The Circuit Court For

R. Lee Weigandt et at. Anne Arundel County.

Plaintiffs Exhibit A. -- Filed Aug. 13, 1940.

This Deed made this Twenty-sixth day of October, in the year eighteen hundred and seventy-seven, by Andrew M. Bennett of Anne Arundel County, in the State of Maryland,

Witnesseth: That the said Andrew M. Bennett in consideration of natural love and affection and also the sum of five dollars doth hereby grant convey and confirm unto his son George B. Bennett of the State and County aforesaid all of those parts of two tracts of land, situated and lying in the Fourth Election District of Anne Arundel County Maryland, called respectively Champion Forest and "September 14th, 1739, I was born John Hammond son of John" which are contained within the following courses and distances metes and bounds.

Beginning at a stone heretofore planted at the end of the first line of the conveyance from Richard Iglehart and others to the Covington Manufacturing Company and recorded in Liber J. H. P. No. 3 folio 363 one of the Land Record Books of Anne Arundel County and running from thence and bounding on the first line of said conveyance reversely as corrected for variation North 21¼ degs. West 110 Perches to the beginning of said line thence running and bounding on the conveyance from John H. Iglehart to Andrew M. Bennett bearing date the 2nd day of March in the year 1842, and recorded in Liber W. S. G. No. 25, folio 379 one of the Land Record Books of Anne Arundel County North 21 degs West 69 phs. to a post at the intersection of a Crop Fence thence with said Fence as now located North 51 deg S. East 61 3/5 perches to a stone now planted thence leaving the outlines of the last named conveyance and running with a line of fence and across both conveyances hereinbefore named South 36 degs East 182 perches to the middle of the County Road leading through the Ashland mine banks, thence bounding on said road, south 36 degs West 64 2/5 perches to a large white oak tree thence South 83¼ degs. West 52 perches to the place of beginning.

Containing ninety-eight and a quarter acres of land exclusive of a lot containing about three acres belonging to Elizabeth Kilbourn which is included in the aforegoing description and excepted thereout and reserving a road fifteen feet wide as now used along the fourth line of this conveyance to the County Road for the use of my other lands adjoining or lying on the north east side of said line.

To Have And To Hold the aforegoing described parcel or lot of land.

Together with all and singular the rights privileges and appurtenances thereunto belonging to the said George B. Bennett his heirs and assigns forever.

In Testimony whereof I Have hereunto set my hand and affixed my seal on the day and in the year first herein before written.

Test: Andrew M. his _ mark Bennett (Seal)

A. R. Harman.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify that on this twenty-sixth day of October in the year eighteen hundred and seventy-seven, before the subscriber, a Justice of the Peace of the State of Maryland in and for Anne Arundel County, personally appeared Andrew M. Bennett the grantor named in the aforegoing deed and acknowledged the same to be his act.

Recorded 27th of October 1877. A. R. Harman, J. P.,

State of Maryland, Anne Arundel County Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber S. H. No. 12, folio 46, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 3rd day of June, A. D. 1940.

(Court Seal) John H. Hopkins, 3d., Clerk.

Annie F. Boston, et al. No. 8065 Equity.

vs. In The Circuit Court For

R. Lee Weigandt et al. Anne Arundel County.

Plaintiffs Exhibit "B" -- Filed Aug. 13, 1940.

This Agreement, Made this 28th day of June nineteen hundred and forty, between Charles B. Bosien, Agent for all parties in interest in within property as heirs of George B. Bennett, deceased of the first part and Charles P. Slunt and Helen M. Slunt, his wife of the second part.

Witnesseth, that the said party of the first part does hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in Anne Arundel County consisting of a tract of 98 acres more or less. Being same property which is fully described in a deed from Andrew M. Bennett to George B. Bennett dated October 26, 1877 and recorded among the land records of Anne Arundel County in Liber S. H. 12 folio 46

Subject however to the ratification of said sale by the Circuit Court for Anne Arundel County

Subject to usual Brokers Commissions

At and for the price of Fourteen Hundred ($1400.00) Dollars, of which Five Dollars ($5.00) Dollars, have been paid prior to the signing hereof and the balance to be paid as follows:

Cash upon ratification of sale by the Circuit Court for Anne Arundel County

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, all public charges and dues to be paid or allowed for by the Vendor to date of settlement. Federal and State atamps to be divided equally.

Witness our hands and seals.

Test: Charles B. Bosien (Seal)

Charles B. Bosien Agent for all parties in interest in said property

Charles P. Slunt (Seal)

Helen M. Slunt (Seal)

Annie F. Boston et al. — No. 8065 Equity.
Vs. — In The Circuit Court For
R. Lee Weigandt et al. — Anne Arundel County.

Plaintiffs Exhibit "C" -- Filed Aug. 13, 1940

I, Clarence Reimsnider, being a licensed Real Estate Broker, of Anne Arundel County, State of Maryland, do hereby certify that I have inspected the property in these proceedings mentioned, that I am familiar with value of properties in this location and that the sum of $1400.00 is a fair and reasonable price for said property.

Clarence P. Reimsnider.

Annie F. Boston, et al, — No. 8065 Equity.
vs. — In The Circuit Court For
R. Lee Weigandt, et al. — Anne Arundel County.

Answer -- Filed Aug. 13, 1940.

To The Honorable, The Judge of Said Court:

The Answer of R. Lee Weigandt, Oliver B. Crouch and Amelia Crouch, his wife, Nellie M. Miller and W. Howard Miller, her husband, George H. Grosup amd Ida Grosup, his wife, to the Bill of Complaint filed against them in the above entitled case respectfully shows unto your Honors:

1. That they admit the allegations of said Bill of Complaint and consent to the passage of decree as prayed therein.

R. Lee Weigandt
Oliver B. Crouch
Amelia Crouch
Nellie M. Miller
W. Howard Miller
George H. Grosup
Ida Grosup

Philander B. Briscoe,
Attorney for Defendants.

Answer -- Filed Aug. 13, 1940.

To the Honorable, the Judge of said Court:

The Answer of Ruth Elizabeth Blondell and Leo. W. Blondell, her husband, by Alexander J. Lane, their Solicitor, respectfully shows unto your Honor:

That they admit the matters and facts alleged in the Bill of Complaint filed in this Honorable Court against them, and consent to the passage of a Decree for the sale of the fee simple property situate in Anne Arundel County, State of Maryland, as prayed therein.

And as in duty bound, etc.

Alexander J. Lane
Solicitor for Respondents

Ruth Elizabeth Blondell, R.N.
Leo W. Blondell,
Respondents.

Submission for Decree. -- Filed Sept. 4th., 1940.

To The Honorable Ridgely P. Melvin, Judge of said Court:

The above cause is respectfully submitted for decree and the General Equity Rule is hereby waived.

Ernst S. Romoser
Solicitor for Plaintiffs

Philander B. Briscoe
Alexander J. Lane
Solicitors for Defendants.

Annie F. Boston et al.
Vs.
R. Lee Weigandt et al.

No. 8065 Equity.
In The Circuit Court For
Anne Arundel County.

Decree -- Filed Sept. 5" 1940.

The above cause standing ready for hearing, and being submitted, the proceedings were, by the Court, read and considered, and it appearing that a sale of the property mentioned in the proceeding in this cause, would be advantageous to all persons concerned, it is thereupon this 5th day of Sept. 1940, Adjudged, Ordered and Decreed by the Circuit Court of Anne Arundel County (In Equity) that the property mentioned in these proceedings be sold; that the sale made to Charles F. Slunt and Helen M. Slunt, his wife, for the sum of fourteen hundred dollars, be and it is hereby ratified and confirmed; that Ernst S. Romoser be and he is hereby appointed Trustee to consummate said sale, and the course and manner of his proceedings shall be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a corporate surety, to be approved by this Court, in the penalty of two thousand dollars conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by and future Decree or Order in the premises; and upon payment of the whole purchase money, and upon obtaining the Court's ratification of the said sale the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the said purchasers their heirs and assigns in fee simple, the property and estate to them sold free, clear and discharged from all claims of the parties hereto, Plaintiff and Defendants, and those claiming by, from or under them, or either of them; and the said Trustee, after receiving the purchase money for said property, and executing the Deed to said purchasers, shall bring into this Court the money arising from said sale, and after deducting the costs of this suit, Commissions to the Trustee being hereby waived, to distribute the balance to the parties entitled thereto.

It is further ordered that the Clerk of the Court publish Notice to Creditors on the estate of Paul Dotson, deceased, notifying creditors to file their claims against this estate.

Ridgely P. Melvin, Judge.

Annie F. Boston, et al.
Vs.
R. Lee Weigandt, et al.

No. 8065 Equity.
In The Circuit Court For
Anne Arundel County

Bond -- Filed & Approved 11th.,Sept. 1940. John H. Hopkins, 3rd.,Clerk

Know All Men By These Presents: That we, Ernst S. Romoser as Principal, and the United States Fidelity and Guaranty Company, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand and no/100 Dollars ($2000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed With Our Seals and dated this 11th day of September in the year of our Lord one thousand, nine hundred and forty.

Whereas The Above Bounden Ernst S. Romoser by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed trustee to sell the property mentioned in the proceedings in the case of Annie F. Boston, Et AL versus R. Lee Weigandt, et al now pending in said Court.

Now The Condition Of The Above Obligation is Such That, if the above bounden Ernst S. Romoser 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.

Witness: Ernst S. Romoser (Seal)

Lucille H. Musterman (Corporate Seal) United States Fidelity and Guaranty Company.

By Marvin I. Anderson

Attorney in Fact.

Annie F. Boston et al. No. 8065 Equity.

vs. In The Circuit Court For

R. Lee Weigandt, et al. Anne Arundel County.

Report of Sale. -- Filed Sept. 13th., 1940.

To the Honorable, Judge of Said Court:

The Report of Sale of Ernst S. Romoser, Trustee appointed by the Decree in the above entitled cause, to make sale of Fee Simple property in these proceedings in said cause mentioned, respectfully shows, that after giving Bond with security for faithful discharge of his trust, as prescribed by said Decree, which was duly approved, he has sold to Charles F. Slunt and Helen M. Slunt, his wife, the said property at private sale at and for the sum of Fourteen Hundred Dollars ($1400.00).

Ernst S. Romoser, Trustee,

State of Maryland, City of Baltimore, to wit:

I, Hereby Certify, That on this 11th day of September, 1940 before me, the subscriber a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid personally appeared Ernst S. Romoser, Trustee and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth, and that sale was fairly made.

As witness my hand and Notarial Seal.

(Notarial Seal) Helen B. Bornefeld

Notary Public.

Notice to Creditors -- Ernst S. Romoser Trustee 209 Union Trust Bldg.

It is this 5th day of September 1940, Ordered by the Circuit Court of Anne Arundel County (Equity) that all persons having claims against Paul Dotson, deceased be and they are hereby notified to file their claims in the case of Annie F. Boston et al vs. R. Lee Weigandt et al in said Court Docket 11 folio 49 on or before December 5, 1940.No.8065 Equity.

John H. Hopkins, 3rd., Clerk.

ORDER NISI.

Ordered, this 13th. day of September 1940, That the private sale of the property mentioned in these proceedings made and reported by Ernst S. Romoser Trustee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 14th., 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 14th., day of October next.

The report states that the amount of sales to be $1400.00

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 14th day of October, 1940. that is to say, the same was inserted in the issues of September 20, 27, October 4, 1940.

The Southern Maryland Times

Thomas L. Christian

Business Manager

By: Jeannette Cadell.

Ordered By The Court, This 16th day of October, 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.

Certificate of Publication of Notice to Creditors in the Soutnern Maryland Times. Fd.Jan.6"1941

This Is To Certify That the annexed advertisement of Notice To Creditors was inserted in The Southern Maryland Times, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for 6 successive weeks before the 5th day of December, 1940; that is to say, the same was inserted in the issues of September 20, 27, October 4, 11, 18, 25, 1940.

The Southern Maryland Times

Thomas L. Christian

Business Manager

By: Jeannette Cadell

Annie F. Boston, et al. No. 8065 Equity.

Vs. In The Circuit Court For

R. Lee Weigandt, et al Anne Arundel County.

Auditor's Report and Account -- Filed Nov. 28th 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. Annie F. Boston, et al vs. R. Lee Weigandt, et al in ac. with Ernst S. Romoser, Trustee

Trustee's Commissions Waived	$	$
To Trustee for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Defendants' Solicitors' appearance fee	10.00	
Clerk of Court - costs	16.25	
Auditor	13.50	49.75

To Amount brought forward		$	$.49.75
To Trustee for Expenses, viz:			
Southern Maryland Times - notice to creditors		5.00	
Southern Maryland Times - order nisi on report of sale		5.00	
Southern Maryland Times - order nisi on auditor's acct.		5.00	
M. I. Anderson, Agent - bond premium		10.00	
C. P. Reiminsnider - broker's commission		70.00	
Clerk of Court - cost of certified copy		1.50	
One-half Federal revenue stamp		.83	
One-half State revenue stamp		.70	
H. B. Bornefeld - notary fees		1.50	
Chas. Bosien - amount advanced for 1938 State & County taxes		51.31	150.84
To Trustee for Taxes, viz:			
1939 State and County taxes		53.34	
1940 State and County taxes - adjusted		41.80	95.14
Net proceeds of sale ($1,104.27) distributed to heirs at law of George B. Bennett, as follows:			
Annie F. Boston, daughter - one-fourth		276.06	
R. Lee Weigandt, son-in-law -one-twelfth		92.02	
Robert C. & Beulah M. Walters, judgment creditor of Oliver B. Crouch, grand-son- distributive share, per order of 9/26/40, one-twelfth		92.02	
Nellie M. Miller - granddaughter- one-twelfth		92.02	
Chas. B. Bosien, grandson - one-eighth		138.03	
Ellsworth L. Bosien, grandson-one-eighth		138.03	
George H. Groscup, grandson - one-eighth		138.04	
Ruth E. Blondell, great grandaughter - "		138.05	$1,104.27
			$1,400.00
Cr. June 28, 1940 Proceeds of sale			$1,400.00

ORDER NISI.

Ordered, This 28th., day of November, 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 December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th., day of December next.

John H. Hopkins, 3rd., Clerk.

Office of The Southern Maryland Times Annapolis, Maryland.

This Is To Certify That the annexed advertisement of Order Nisi On Auditor's

Report was inserted in The Southern Maryland Times, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of December, 1940, that is to say, the same was inserted in the issues of November 29, December 6, 13, 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 8th day of January, 1941, 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 Petition of Phillip Montalbano and Vincenza Montalbano, his wife, for the Adoption of Robert Tracy Sinclair and for the change of his name. : No. 8079 Equity. In The Circuit Court For Anne Arundel County

Petition and Exhibit No. 1 -- Filed Sept. 7th., 1940.

To The Honorable, The Judges of Said Court:

The Petition of Phillip Montalbano and Vincena Montalbano, his wife, respectfully shows unto your Honors:

1. That they are residents of Anne Arundel County, State of Maryland and live at 123 Prince George Street, Annapolis, Maryland.

2. That Robert Tracy Sinclair born on the 18th day of November, 1939 is the illegitimate son of Marie P. Sinclair.

3. That Marie P. Sinclair, the mother of said infant, is unable to care and provide for the welfare of her child and feels the necessity of making some provision for the care and protection of her said child.

4. That your Petitioners, Phillip Montalbano and Vincenza Montalbano, his wife, are anxious and willing to adopt said Robert Tracy Sinclair, and rear him as their child, which adoption is with the consent of said Marie P. Sinclair, the mother of said infant, as expressed in her written assent filed herewith, marked Exhibit No. 1, but your Petitioners are advised that the aid of this Honorable Court must be invoked to fully carry out the desire and intention of your Petitioners and the mother of said infant.

To the End Therefore,

1. That this Court may pass a Decree declaring the said Robert Tracy Montalbano, the adopted child of the said Phillip Montalbano and Vincenza Montalbano, his wife, and change his name from Robert Tracy Sinclair to Robert Montalbano.

2. That your Petitioners may have such other and further relief as their case may require.

May it please your Honors to take such action and pass such Orders as may be deemed

necessary or expedient to effectuate the purpose and desire of your Petitioners.

And as in duty bound, etc.

Marvin I. Anderson,
Solicitor for Petitioners.

Phillip Montalbano (Seal)
Vincenza Montalbano (Seal)
Petitioners.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 5th day of September, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Phillip Montalbano and Vincenza Montalbano, his wife, and they made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true as therein stated.

As Witness my hand and seal Notarial.

(Notarial Seal) Lucille H. Musterman
Notary Public.

In the Matter of the
Petition of Phillip Montalbano, etc.

No. 8079 Equity.
In The Circuit Court For
Anne Arundel County.

Exhibit No. 1 -- Filed Sept. 7th., 1940.

Annapolis, Maryland, September 4, 1940

I hereby consent to the legal adoption of my illegitimate son, Robert Tracy Sinclair, born November 18, 1940, by Phillip Montalbano and Vinzenza Montalbano, his wife, and consent to the passage of a Decree of the Circuit Court for Anne Arundel County declaring my illegitimate son, Robert Tracy Sinclair, the adopted son of Phillip Montalbano and Vinzenza Montalbano, his wife, and change of the name of said child.

Witness:
Lucille H. Musterman

Marie P. Sinclair

Certificate of Character -- Filed Sept. 7th., 1940.

We, the undersigned, have known Phillip Montalbano and Vincenza Montalbano, his wife, for Five years and believe them to be of good character and fit persons to adopt the said Robert Tracy Sinclair.

Joseph P. Russillo
Andrew Calabrese

In The Matter of the Petition of
Phillip Montalbano and Vincenza Montalbano, his wife, for the Adoption of Robert Tracy Sinclair and for the change of his name

No. 8079 Equity.
In The Circuit Court For
Anne Arundel County.

Decree Sept. 9, 1940. --Filed Sept. 9th.,1940

This application being submitted and the Petition and all the other proceedings being by the Court read and considered.

The Court being satisfied upon careful investigation that the best interests and welfare of the said Robert Tracy Sinclair will be thereby promoted.

It is thereupon this 9th day of September, 1940, by the Circuit Court for Anne Arundel County, sitting in Equity, Adjudged, Ordered and Decreed that the said Robert Tracy Sinclair,

be and he is hereby expressly declared the adopted child of the said Phillip Montalbano and Vincenza Montalbano, his wife, with all the rights vouchsafed under the laws of the State of Maryland.

And it is further Adjudged, Ordered and Decreed that the name of said Robert Tracy Sinclair be and it is hereby changed to Robert Montalbano.

And it is further Ordered that the Petitioners pay the cost of these proceedings to be taxed by the Clerk.

Ridgely P. Melvin, A. J.

In The Matter of the Petition of James E. Homberg and Sarah Jane Homberg, his wife, for the Adoption of James M. Machovsky.	:	No. 8083 Equity. In The Circuit Court For Anne Arundel County.

Mr. Clerk:

Please file.

Albert J. Goodman,
Solicitor for Petitioners.

Petition for Adoption -- Filed Sept. 16th 1940.

To The Honorable, The Judges of Said Court:

The Petition of James E. Homberg and Sarah Jane Homberg, his wife, of Anne Arundel County and State of Maryland, respectfully represents unto Your Honors:

First: That your petitioners are husband and wife and are residents of Best Gate, Anne Arundel County, Maryland, where they have resided for many years and where they have a comfortable home, amply provided with all the necessities of life out of the income and earnings of your petitioner, James E. Homberg.

Second: That their daughter, Evelyn Machovsky, was divorced from her husband, James Machovsky, on May 12, 1937, by decree of this Honorable Court, in which it was provided that the infant son of their said marriage, to wit, James M. Machovsky, should remain in the custody of his grandfather, your petitioner, James E. Homberg, and the said James Machovsky, husband of Evelyn Machovsky, was further ordered to pay to James E. Homberg the sum of $7.00 per month for the support of the child, subject to the further order of this court.

Third: That notwithstanding said order of Court providing for the monthly contribution of $7.00 for the support of the said infant son, James Machovsky defaulted in his payments repeatedly; and on several occasions, it was necessary for your petitioner to file a petition for a writ of attachment to enforce these payments. That the said James Machovsky is now in arrears in said payments since January 16, 1940, and states that he is unable to meet the same.

Fourth: That your petitioners, who have, ever since the said decree of divorce dated May 12, 1937, reared their grandson, James M. Machovsky, have extended to him every loving kindness of devoted parents and have afforded him the comforts and conveniences of a happy home life.

Fifth: That the said James Machovsky, father of said infant son and Evelyn Machovsky, mother, have agreed that it would be for the best interests and welfare of the said infant to

permit your petitioners to adopt him; and they have, therefore, consented to this adoption, as will appear from their signed assent and affidavit attached hereto.

Sixth: That your petitioners desire and are anxious and willing to adopt the said James M. Machovsky as their child so as to confer upon him all rights vouchsafed under the law in such cases. Your petitioners desire to retain said infant under their roof permanently and to care for and provide for him as their own son, to educate and train him in a manner conducive to his best interests.

Seventh: Your petitioners further pray this Honorable Court that the name of James M. Machovsky be changed to that of James M. Homberg.

TO THE END, THEREFORE:

(1) That this Honorable Court may pass a decree declaring the said James M. Machovsky the adopted child of the said James E. Homberg and Sarah Jane Homberg.

(2) That the name of James M. Machovsky be changed from James M. Machovsky to James M. Homberg.

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

May It Please Your Honors to take such action and pass such order as may effectuate the wish and intention of your petitioners and promote the best interest and welfare of said minor.

And As In Duty Bound, Etc.

James E. Homberg
Sarah Jane Homberg, Petitioners.

Albert J. Goodman,
Solicitor for Petitioners

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 6th day of September, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared James E. Homberg and Sarah Jane Homberg, his wife, the within-named petitioners, and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein set forth.

As Witness my hand and Notarial Seal.

(Notarial Seal) Grace E. Roth
Notary Public.

I, James Machovsky, father of James E. Machovsky, do hereby assent to the application of James E. Homberg and Sarah Jane Homberg to have the said James E. Machovsky declared the adopted child of James E. Homberg and Sarah Jane Homberg and to have his name changed to James E. Homberg.

James Machovsky

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 5th day of September, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared James Machovsky and made oath in due form of law that the matters and facts set forth above are true to the best of his knowledge and belief and that he freely assents to the adoption of his infant child by James E. Homberg and Sarah Jane Homberg and to the change

of his name to that of James E. Homberg.

As Witness my hand and Notarial Seal.

(Notarial Seal) Grace E. Roth,

Notary Public.

I, Evelyn Machovsky Small, mother of James E. Machovsky, do hereby assent to the application of James E. Homberg and Sarah Jane Homberg to have the said James E. Machovsky declared the adopted child of James E. Homberg and Sarah Jane Homberg and to have his name changed to James E. Homberg.

Evelyn Machovsky Small

State of California, County of Los Angeles, To Wit:

I Hereby Certify that on this 10th day of September, 1940, before me, the subscriber, a Notary Public of the State of California, in and for the County aforesaid, personally appeared Evelyn Machovsky Small and made oath in due form of law that the matters and facts set forth above are true to the best of her knowledge and belief and that she freely assents to the adoption of her infant child by James E. Homberg and Sarah Jane Homberg and to the change of his name to that of James E. Homberg.

As Witness my hand and Notarial seal.

(Notarial Seal) R. J. Jarubico

In and for the County of Los Angeles, State of California. Notary Public.

My Commission expires Sept. 15, 1943.

Annapolis, Maryland. September 16,1940

I hereby certify tnat I have known James E. Homberg and Sarah Jane Homberg for approximately ten years and that I know them to be honest, sober, industrious and reliable people. I believe them to be proper persons to have the care and custody of the infant child named herein, and I believe they will make kind, devoted and loving parents.

John J. Levay.

In The Matter of the Petition of James E. Homberg and Sarah Jane Homberg, his wife, for the Adoption of James M. Machovsky.

No. 8083 Equity.

In The Circuit Court For Anne Arundel County.

Decree Sept. 17, 1940. -- Filed Sept. 17th., 1940.

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

The Court, being satisfied upon careful investigation that the best interest and welfare of the said infant, James M. Machovsky, will have to be promoted.

It Is thereupon this 17th day of September, 1940, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the infant, James M. Machovsky, mentioned in these proceedings be and he is hereby decreed to be the legally adopted child of James E. Homberg and Sarah Jane Homberg, his wife, with all the rights vouchsafed under the laws of the State of Maryland.

And it is further adjudged, ordered and decreed that the name of the said infant, James M. Machovsky, be and it is hereby changed from James M. Machovsky to James M. Homberg.

It Is further ordered that the said petitioners pay the costs of these proceedings, to be taxed by the Clerk.

Ridgely P. Melvin, A. J.

In the Matter of the Sale of the Mortgaged Real Estate of Sprigg Harwood and Martha V. Harwood, his wife. : No. 7647 Equity. : In The Circuit Court For : Anne Arundel County.

Mortgage -- Filed June 13" 1938.

This Purchase Mortgage, Made this Sixteenth day of December, in the year nineteen hundred and Thirty-five, between Sprigg Harwood and Martha V. Harwood, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and The Hull Street Building Association Of Baltimore City, a body corporate, duly incorporated under the Laws of the State of Maryland of the second part a body corporate, duly incorporated, Mortgagee;

Whereas, the said Sprigg Harwood and Martha V. Harwood, his wife, being members of said body corporate, have received therefrom an advance of Eight hundred Dollars ($800) on Eight (8) 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 the sum of one dollar, the said mortgagors do grant, assign and convey unto the said mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County, State aforesaid and described as follows:

Beginning for the same on the southwest side of the Baltimore and Annapolis Boulevard fifty feet wide at a point distant two hundred seventy-six feet southeasterly from the intersection of the southwest side of said boulevard with the centre of the County Road leading to Round Bay, and running thence binding on said boulevard south thirty-eight degrees forty minutes east five hundred forty-one feet to intersect the second line of the land described in the Deed from Laura C. R. Tydings to James and Sarah Pack, dated August 12th, and recorded among the Land Records of Anne Arundel County in Liber G.W.No. 37,folio 261, 1904/and thence running with and binding on part of said line south six degrees fifty minutes west four feet eight inches to the northeast side of the right of way of the Maryland Electric Railway, thence binding on said right of way north forty-six degrees west five hundred forty-eight feet and thence north fifty degrees forty-five minutes east seventy-four feet six inches to the beginning, Containing forty-six one-hundredths of an acre more or less

Being the same lot of ground described in a deed dated 16th day of Dec. 1935 and recorded among the Land Records of Anne Arundel County immediately prior hereto, was conveyed by The Hull Street Building Association of Baltimore City to the above named mortgagors

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

To Have And To Hold the said described lot of ground with the improvements and appur - tenances aforesaid, unto the said body corporate, Mortgagee, its successors and assigns.

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

And the said 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 8 shares as dues until the said sum of Eight hundred

($800) Dollars shall be repaid; and also to pay weekly, at the time and place specified by the mortgagee, the sum of Twelve Cents on each of said 8 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 them by said mortgagee in accordance with its charter, constitution or by-laws, which by-laws are hereby made a part hereof; to pay all taxes and water rent, and other public dues and charges for which the property hereby mortgaged is now or may become liable, when payable, and for the purpose of paying the same the said mortgagors hereby covenant to pay weekly to the said mortgagee, its successors and assigns, the sum of _____ which the said mortgagee shall from time to time apply to the payment of said expenses, and in the event that said sum should in any year during the continuance of this mortgage be insufficient to pay said expenses, then the said mortgagors will on demand pay the difference, but should said sum be more than sufficient, the excess shall be credited to the mortgagors.

And 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 Eight Hundred ($800) 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 John M. Baumann 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 twenty five ($25) Dollars and a commission to the party making sale of said trustees for making sale of similar property by virtue of a decree of a Court of equity property equal to the commission allowed/jurisdiction in the State of Maryland; secondly, to 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 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 mortgagors.

Test: Sprigg Harwood (Seal)

Mary M. Hoff Martha V. Harwood (Seal)

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this Eleventh day of May in the year nineteen hundred thirty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared Sprigg Harwood and Martha V. Harwood, 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 Charles Baumann 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) Mary M. Hoff

Recorded-May-15-1936-10:15-A.M. Notary Public.

In the Matter of the sale of the Mortgaged Real Estate of Sprigg Harwood and Martha V. Harwood, his wife. No. 7647 Equity. In The Circuit Court of Anne Arundel County.

Bond -- Filed & Approved 12" day of July, 1938. --Frank A. Munroe, Clerk.

Know All Men By These Presents, That We, John M. Baumann 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 12th day of July, Nineteen Hundred and 38.

Whereas, by virtue of a power of sale contained in a mortgage from Sprigg Harwood and Martha V. Harwood, his wife to Hull Street Building Assn. of Baltimore City, a body corporate, bearing date on or about the 16th day of December, Nineteen Hundred and Thirty-five the said John M. Baumann, is authorized and empowered to make sale of the property describ-

ed 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 John M. Baumann 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 John M.Baumann 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.

John M. Baumann (Seal)

(Corporate Seal) Eagle Indemnity Company

Lina Johnson By: Benjamin Michaelson

Attorney-in-fact.

John M. Baumann, Attorney named in Mortgage No. 7647 Equity.

vs. In The Circuit Court For

Sprigg Harwood &
Martha V. Harwood, his wife. Anne Arundel County.

Statement of Mortgage Debt. -- Filed July 12" 1938.

5/11/36	Amount of Mortgage loan -------- ----------	$800.00
	Paid on account ----------	182.43
		617.57
	Interest to July 12,1938 25 weeks @.84 ----------	21.00
	Total mortgage indebtedness--	$638.57

John M. Baumann,

Attorney named in Mortgage

The Hull Street Building Association

of Baltimore City

By Martin Okrasinski, Vice-President.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 9th 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 John M. Baumann, attorney named in mortgage, and Martin Okrasinski, Vice-President of the Hull Street Building Association of Baltimore City, and made oath that the aforegoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As Witness my hand and Notarial Seal.

(Notarial Seal) Wm. Mattheiss

Notary Public.

John M. Baumann, Attorney named in Mortgage No. 7647 Equity.

vs. In The Circuit Court For

Sprigg Harwood and wife Anne Arundel County.

Report of Sale -- Filed July 15" 1938.

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

The Report of Sale of John M. Baumann, Attorney named in Mortgage, respectfully shows, that

after giving bond with security for the faithful discharge of his duty, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Southern Maryland Times, a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale and by posting handbills upon the mortgaged premises, did pursuant to said notice on Tuesday, July 12, 1938, at eleven o'clock A. M., sell at the court house door at public sale, Annapolis, Maryland, the following described property together with its improvements:

Beginning for the same on the southwest side of the Baltimore and Annapolis Boulevard fifty feet wide at a point distant two hundred seventy-six feet southeasterly from the intersection of the southwest side of said boulevard with the centre of the County Road leading to Round Bay, and running thence binding on said boulevard south thirty-eight degrees forty minutes east five hundred forty-one feet to intersect the second line of the land described in the Deed from Laura C. R. Tydings to James and Sarah Pack, dated August 12th, 1904 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 37 Folio 261, and thence running with and binding on part of said line south six degrees fifty minutes west four feet eight inches to the northeast side of the right of way of the Maryland Electric Railway, thence binding on said right of way north forty-six degrees west five hundred forty-eight feet and thence north fifty degrees forty-five minutes east seventy-four feet six inches to the beginning. Containing forty-six one-hundredths of an acre more or less.

The said property together with improvements were sold unto the Hull Street Building Association of Baltimore City, at and for the sum of Three Hundred Dollars ($300.00), they being the highest bidder, thereof.

John M. Baumann,
Attorney named in Mortgage.

State of Maryland, City of Baltimore, Sct:

I Hereby Certify, that on this thirteenth 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 John M. Baumann, 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) Chas. F. Obrecht
Notary Public.

ORDER NISI.

Ordered, this 15th day of July, 1938, That the sale of the property mentioned in these proceedings made and reported by John M. Baumann, Attorney named in Mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 16th 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 16th day of August next.

The report states that the amount of sales to be $300.00

Frank A. Munroe,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 16th day of August, 1938; that is to say, the same was inserted in the issues of July 22, 29, August 5, 1938

The Southern Maryland Times

Thomas L. Christian,

Business Manager.

By: E. Shawn Ford.

Ordered By The Court, This 10" day of Sept., 1938 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Linwood L. Clark, Judge.

In the Matter of the Sale of the Mortgaged Real Estate of Sprigg Harwood and Wife.

No. 7647 Equity.
In The Circuit Court For
Anne Arundel County.

Auditor's Report and Account -- Filed June 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 Sprigg Harwood and Wife in ac. with John M. Baumann, Attorney

To Attorney for fee	$25.00	$
To Attorney for commissions	21.00	46.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	11.75	
Auditor	9.00	30.75
To Attorney for Expenses, viz:		
Southern Maryland Times - advertising sale	20.75	
Southern Maryland Times - handbills	4.50	
Southern Maryland Times - order nisi on report of sale	5.00	
Southern Maryland Times - order nisi on auditor's acct.	5.00	
Benj.Michaelson, Agent - bond premium	10.00	
W. B. Elliott - Auctioneer	5.00	
Wm. Mattheiss - notary fee	.50	
Chas.F. Obrecht - notary fee	.50	51.25

To Amount brought forward $128.00

To Attorney for Taxes, viz:

1937 State and County taxes	$ 14.35	
1938 State and County taxes ($11.15 adj)	5.88	20.23

To Hull Street Building Ass'n of Baltimore City, mortgagee - on account mortgage claim 151.77

$300.00

Amount of mortgage claim filed $638.57

Cr. Amount allowed as above 151.77

Balance subject to decree in personam $486.80

Cr. July 12, 1938 Proceeds of Sale $300.00

ORDER NISI.

Ordered, This 24th day of June, 1939, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 26th day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of July next.

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 July, 1939; that is to say, the same was inserted in the issues of June 30, July 7, 14, 1939.

The Southern Maryland Times.

Thomas L. Christian,
Business Manager.

By: Jeannette Cadell.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 27 day of Sept., 1939, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,

Judge.

In Re,
Trust Estate Wm. G. Williams
& Mary Louise Williams, his wife.

No. 7308 Equity.
In The Circuit Court for
Anne Arundel County.

Mr. Clerk:

Please docket this case, file copy deed of trust & file & approve Bond.

Jas. M. Munroe, Sol.

Certified Copy of Deed of Trust -- Filed 29" December, 1936

This Deed of Trust made this 5th day of April in the year nineteen hundred and thirty-two by William G. Williams and Mary Louise Williams, his wife of Washington, District of Columbia, parties of the first part and James M. Munroe, Trustee, as hereinafter named of Annapolis, Maryland, party of the second part, Witnesseth:

Whereas the parties of the first part are justly and bona fide indebted unto the Farmers National Bank of Annapolis in the full and just sum of thirty-five thousand dollars ($35,000.) for debt already due and owing previously to the execution of these presents to secure the payment of the same, and

Whereas the parties of the first part have passed to said Farmers National Bank their joint and several Promissory note dated April 1st, 1932, payable on demand, for said sum of thirty-five thousand dollars, and

Whereas it is the desire of the parties of the first part by these presents to secure the payment of said note and all the interest due thereon.

Now This Deed Witnesseth that in consideration of the premises and for the purpose of securing the indebtedness of the said parties of the first part to the Farmers National Bank of Annapolis as evidenced by the promissory note, the said parties of the first part do by these presents bargain and sell, give, grant and convey unto the said James M. Munroe Trustee, as hereinbefore named the following property situate in Anne Arundel County, Maryland to wit:

1st. All that tract of land in 2nd Election District of said County, consisting of 4 acres on the south side of Round Bay, being more fully described in deed thereof dated June 17th 1924 from John B. Martin and wife, recorded among the Land Records of Anne Arundel County in Liber W. N. W. 92 folio 398, subject, however to mortgage to John B. Martin and wife, dated June 1924 recorded as aforesaid in Liber W. N. W. 92 folio 400.

2nd. All that tract of land situate in said 2nd Election District containing 156.43 acres conveyed to the parties of the first part by M. Melvin Stewart and wife, by deed of March 10th, 1931, recorded among the said Land Records in Liber F. S. R. 79 folio 339 subject, however to mortgage to Annapolis Savings Institution dated March 1931, recorded as aforesaid in Liber F. S. R. 66 folio 93.

3rd. All that tract of land in said 2nd Election District, consisting of 131¼ acres, as described in deed thereof from John Aftung of Harry ___ and wife dated March 6th, 1923 recorded as aforesaid in Liber W. N. W. 60 folio 101, subject, to mortgage to W. Meade Holladay, dated March 1923, recorded in Liber W. N. W. 60, folio 101.

4th. All that tract of land in said 2nd Election District, consisting of 62.07 acres as described in deed thereof from John R. Tipton and wife, dated November 21st, 1924, recorded among the Land Records of Anne Arundel County in Liber W. N. W. 91 folio 307, subject,

however, to mortgage to Augusta S. Burwell, dated December 3rd, 1923 recorded among said Land Records in Liber W. N. W. 67 folio 276.

5th. All that individed ½ interest in all that tract of land known as the "Nichols Farm" in 2nd Elec. Dist, of said County, described in deed from William G. Williams, and wife, dated November 8, 1928, recorded among said Land Records in Liber F. S. R. 40 folio 226.

6th. All that undivided 1/3 interest in tract of land now consisting of 260 acres more or less, known as "Edgewood" in 4th Elec. Dist. of said County near Gambrills, described in deed from Eugene P. Childs Trustee, dated May 19, 1925 recorded as aforesaid in Liber W. N. W. 110 folio 24.

7th. All that undivided ½ interest in tract of land of 30.7 acres in 2nd Elec, Dist, of said County described in deed from Marvin I. Anderson, et al, Trustees, dated August 1, 1931, recorded in Liber F. S. R. 86 folio 149.

8th. All that undivided ½ interest in a tract of land of 9 acres in 4th Elec. Dist, of said County, described in deed from Henrietta M. C. Maynard dated May 17, 1928 recorded as aforesaid in Liber F. S. R. 25, folio 451.

9th. All that ½ undivided interest in 40 acres of land, more or less, at Odenton, 4th Elce, Dist. of said County described in deed from Eden B. Watts, dated May 1st, 1928, recorded as aforesaid in Liber F. S. R. 32 folio 347.

10th. All that undivided ½ interest in 168 acres of land in 4th Elec. Dist. of said County described in deed from Michael F. Carter, Sheriff, dated March 27, 1928 recorded as aforesaid in Liber F. S. R. 34 folio 302.

11th. All the undivided ½ interest in a balance of 50 acres of land, more or less in 4th. Elec. Dist, of said County being the balance of a tract of land described in deed from Harry D. Eutsler and wife, dated March 3rd, 1926 recorded among said Land Records in Liber W. M. B. 23 folio 195.

12th. All that undivided ½ interest in two tracts of land aggregating 20 acres more or less in 4th Elec. Dist, of said County, described in deed from Marvin W. Anderson and wife, dated October 3, 1924 recorded among the Land Records aforementioned in Liber W. N. W. 91 folio 86.

13. All that undivided ½ interest in a tract of land in 4th Elec. Dist, of said County, described in deed from Marvin W. Anderson and wife dated October 27, 1925, recorded as aforesaid in Liber W. M. B. 12, folio 356.

14th. All that undivided ½ interest in a tract of land now consisting of 26.49 acres more or less, being the balance of the land conveyed to Williams and Holladay by Clarence M. Bassford, and wife, by deed of November 22, 1927, recorded as aforesaid in Liber F. S. R. 24 folio 138.

15th. All that undivided ½ interest in 27½ acres of land in the 1st Elec. Dist. of said County fully described in deed of June 9, 1926, recorded in Liber W. M. B. 27 folio 32, of said Land Records subject, nevertheless, to mortgage to Robert W. Carr, dated June 1926 recorded in Liber W. M. B. 27/34.

16th. All that undivided ½ interest in a tract of land now consisting of 14 acres, more or less, in 7th Elec. Dist. of said County, described in deed from John W. Crandall

and wife, dated April 26 1927 recorded among said Land Records in Liber F. S. R. 13, folio 105.

17th. All that right, title, interest and estate of the parties of the first part, being an undivided 1 /3 interest in land in 2nd Elec. Dist, of said County, described in Mtge. of Dec. 29, 1925, recorded in Liber W. M. B. 18, folio 354, from Henry W. Bohme, and wife, to Holladay, et al, consisting of 100 acres of land with a frontage of 3000 feet on Broad Creek, said property recently purchased at mortgagee's sale by Wm. G. Williams, et al.

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

To Have and to Hold the herein before described premises and lands unto the said James M. Munroe his successors and assigns,; In Trust Nevertheless, to permit and allow the said parties of the first part to hold, occupy and enjoy said lands and premises hereby conveyed, until the same shall be sold and disposed of under the provisions of this Deed of Trust, or re-convey as hereinafter stated and without any responsibility on the part of the said Trustee or of the said Bank, for the rents issues and profits arising from the said real estate or for any loss or depreciation of the said land or the buildings thereon until the same shall be sold and the proceeds received by the said Trustee or by the said Bank and without any responsibility on the part of the said Trustee for the non-payment of taxes or insurance the responsibility of the said Bank and of the said Trustee being limited only to the actual receipts of money by the same, and upon the full payment of all the notes and debts and any renewals of or substitutes for the same or any part thereof, and the discount and interest thereon and all proper costs, charges_ commissions and expenses at any time before the sale herein provided for, then to release and re-convey the said described premises unto the said parties of the first part their heirs, executors, administrators and assigns.

But if default be made on the part of the said parties of the first part, their heirs, executors, administrators and assigns, to pay debts or loans made by the said Bank on the demand of the said Bank at any time after maturity thereof and in accordance with the term of such loans and notes given for the same or for any renewal of or substitute for the same in whole or in part which the said Bank may agree to make or upon the demand of the said Trustee, under the direction of the said Bank then it shall be lawful for the said James M. Munroe, Trustee to sell the property hereinbefore conveyed or so much thereof as may be necessary, for the payment of the said indebtedness, or so much thereof as may remain unpaid and to apply the proceeds of sale as follows:

First, To the payment of all costs, charges and expenses incident to such sale, including a commission of six percent to the person making the sale on the amount realized therefrom, together will all taxes, insurance premiums or other proper charges which may be on said property, and including the premium on any bond given in a duly authorized surety company by the person exercising the power of sale herein contained.

Secondly. To the payment and discharge in full of the whole amount of said debts and loans then remaining due and owing to the said Bank secured by this deed of trust including any costs charges, and expenses of any kind whatever to which the Bank of said Trustee may have been subjected or liable for by reason of the said loans or in the collection of the debts secured by this deed of trust.

And as to the residue, if any, arising from such sale or sales to pay the same to the

said parties of the first part or their assigns, or to such person as the Clurt may direct.

And the said parties of the first part do hereby further covenant to pay all the taxes and assessments, public dues and charges of every kind levied or assessed to be levied or assessed on the property hereby conveyed and also to keep insured the improvements on the property hereby conveyed for at least the sum of fifteen thousand dollars and to cause the said insurance policy to be so framed that the loss thereunder shall inure to the benefit of the said Bank and deliver said policy of insurance to said Bank. And a default on the part of the said parties of the first part to keep the taxes on the property paid up, ---------- ---------- and to keep the improvements on the said property insured, shall be considered a default under this Deed of Trust, and in case of such default the Trustee may, if so required by said Bank, proceed to execute the power of sale hereby granted.

Witness the hands and seals of said grantors.

Test: William G. Williams (Seal)

M. Elizabeth Brown Mary Louise Williams (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 5th day of April in the year nineteen hundred and thirty-two before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared William G. Williams and Mary Louise Williams his wife, the within named grantors and acknowledged the aforegoing deed of trust to be their act and deed.

As Witness my hand and seal Notarial.

(Notarial Seal) Mary Elizabeth Brown

Recorded April 13, 1932 at 10-A. M. Notary Public.

Release of Deed of Trust, recorded May 25th 1935. Liber F. A. M. No. 137, folio 495.

State of Maryland, Anne Arundel County, To-Wit:

I Hereby Certify, that the aforegoing Deed of Trust was truly taken and copied from Liber F. S. R. No. 96, folio 374, one of the land record books for Anne Arundel County.

In Testimony Whereof, I hereunto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 17th day of December, A. D. 1936.

(Court Seal) Frank A. Munroe,

Clerk.

Bond -- Filed & Approved 29th day of Dec. 1936.

Frank A. Munroe, Clerk.

Know all Men by these Presents:

That we, James M. Munroe, of Annapolis, Maryland and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of fifteen thousand Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 29 th day of December, in the year of

our Lord nineteen hundred and thirty six.

Whereas, by Deed of Trust, dated the 5th day of April nineteen hundred and thirty two and left to be recorded among the Land Records of Anne Arundel County on the 13th day of April, 1932, in Liber F. S. R. 96, f.374 Land Records of Anne Arundel County- Wm. G. Williams & wife did grant, bargain and sell, assign and transfer unto James M. Munroe of Annapolis, Md. as Trustee, as therein named, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

Now the Condition of the above Obligation is such, That if the above bound James M. Munroe do and shall well and faithfully perform the trust reposed in him in and by the above Deed of Trust mentioned and declared; and also do and shall well and faithfully perform the trust reposed in him by said deed, and observe the provisions of the Maryland Code of Public General Laws relating to Trustees and Receivers, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered — James M. Munroe, (Seal)

in the presence of — (Corporate Seal) — Maryland Casualty Company,

Chas. F. Lee, Jr. — Charles F. Lee of

Per Charles F. Lee & Co.,Agts.

Petition asking Court to take jurisdiction of the Trust Estate.Filed 30"Dec.,1936.

To the Honorable, the Judges:

The Petition of James M. Munroe, Trustee,respectfully shows:

That by the Deed of Trust in this case, certified copy of which is filed herein, he was appointed Trustee of the estate of William G. Williams and Mary Louise Williams, his wife, for the purposes therein specified and as therein set out, and that he has filed his bond with surety duly approved by the Clerk of the Court in the above entitled case.

He now therefore prays the Court to assume jurisdiction of this Trust Estate.

And as in duty, etc.

James M. Munroe, Trustee.

Ordered by the Circuit Court for Anne Arundel County, in Equity, this 30" day of December in the year nineteen hundred and thirty-six, upon the foregoing Petition that jurisdiction is hereby assumed by the Circuit Court for Anne Arundel County, in Equity, of the Trust Estate of William G. Williams and Mary Louise Williams, his wife, as set out in the foregoing Petition.

Linwood L. Clark, Judge.

Petition to appoint new Trustees, and Order of Court thereon. Filed Jan. 12" 1937

To The Honorables, The Judges:

The Petition of the Farmers National Bank of Annapolis in the above entitled case respectfully shows:

First: That on the 5th day of April, 1932, William G. Williams and Mary Louise Williams, his wife, of Washington, D. C.,executed a Deed of Trust to James M. Munroe as trustee conveying certain properties as set out in said Deed of Trust, said Deed of Trust having been filed in these proceedings, recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 96, Folio 374.

Second: That default having occurred in said Deed of Trust, the said James M. Munroe filed his bond in the amount of $15,000.00, and petitioned the Court to assume jurisdiction of the said Trust Estate.

Third: That by Order of the Circuit Court for Anne Arundel County in Equity, dated the 30th day of December, 1936, said Court assumed jurisdiction of the said Trust Estate.

Fourth: Your Petitioner suggests to the Court the death of James M. Munroe, the aforementioned Trustee.

Fifth: That your Petitioner prays the Court to appoint Trustees in the stead of James M. Munroe, deceased.

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

Your Petitioner respectfully suggests to the Court the appointment of R. Tilghman Brice,111, and M. Clare M. Green as trustees for the said Estate.

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

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that on this 11th day of January 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 County of Anne Arundel, personally appeared Carey L. Meredith, President of the Farmers National Bank of Annapolis, and made oath in due form of law that the matters and facts stated in the aforegoing Petition are true as therein set forth.

Witness my hand and Notarial Seal.

(Notarial Seal) Ida G. M. Gardner,
Notary Public.

Ordered by the Circuit Court for Anne Arundel County in Equity this 12" day of January, 1937, upon the foregoing Petition and Affidavit, that R. Tilghman Brice,111, and M. Clare M. Green be and they are hereby appointed trustees in the aforementioned Trust Estate for the uses and trusts as set out in the aforementioned Deed of Trust from William G. Williams and Mary Louise Williams, his wife, to James M. Munroe, Trustee. And it is further ordered that the said Trustees file in this Court a bond to be approved by the Clerk in the penalty of $15,000.00 conditioned upon the faithful discharge of their said trust.

Linwood L. Clark,
Judge.

Bond -- Filed & Approved January 14, 1937.

Know all Men by these Presents:

That We, R. Tilghman Brice 111 and M. Clare M. Green of Annapolis, Maryland, and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Thousand Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns,

jointly and severally, firmly by these presents, sealed with our seals and dated this 14th day of January, in the year of our Lord nineteen hundred and thirty-seven.

Whereas, by Deed of Trust, dated the 5th day of April nineteen hundred and thirty-two, and left to be recorded among the Land Records of Anne Arundel County on the 6th day of April, 1932, William G. Williams and Mary L. Williams. his wife did grant, bargain and sell, assign and transfer unto James M. Munroe, and by order of Court dated January 12, 1937, R. Tilghman Brice 111 and M. Clare M. Green were substituted as Trustees, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

Now the Condition of the above Obligation is such, That if the above bound R. Tilghman Brice 111 and M. Clare M. Green do and shall well and faithfully perform the trust reposed in them in and by the above Deed of Trust mentioned and declared; and also, do and shall well and faithfully perform the trust reposed in h_m by said deed, and observe the provisions of the Maryland Code of Public General Laws relating to Trustees and Receivers, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered — R.Tilghman Brice,111 (Seal)

in the presence of — M.Clare M.Green (Seal)

Marjorie Buys (Corporate Seal)

Maryland Casualty Company,
Per Charles F. Lee of
Charles F. Lee & Co., Agents.

Petition and Order of Court to enter the above entitled case dismissed,
Order Mch. 2",1937--Filed Mch. 2" 1937.

To The Honorable, The Judges of said Court:

The Farmers National Bank of Annapolis by R. Tilghman Brice,111, and M. Clare M. Green, its solicitors, prays leave of this Honorable Court to dismiss the above entitled case without prejudice upon payment of the costs.

R. Tilghman Brice, 111.
M. Clare M. Green
Solicitors for the Farmers National Bank of Annapolis.

ORDER

Ordered this 2" day of March, 1937, by the Circuit Court for Anne Arundel County in Equity that the above entitled case be and is hereby dismissed without prejudice upon payment of the costs.

Linwood L. Clark, Judge.

220 C

In Re,
Trust Estate of W. Meade
Holladay.

No. 7309 Equity.
In The Circuit Court for
Anne Arundel County.

Mr. Clerk;

Please docket this case, file copy Deed of Trust & file & approve Bond.

Jas. M. Munroe, Solc.

Certified Copy of Deed of Trust -- Filed 29" December, 1936.

This Deed Of Trust made this 5th day of April in the year nineteen hundred and thirty-two by W. Meade Holladay, widower, of Annapolis, Maryland, party of the first part and James M. Munroe, Trustee, as hereinafter named, of Annapolis, Maryland, party of the second part, Witnesseth.

Whereas the party of the first part is justly and bona fide indebted unto the Farmers National Bank of Annapolis in the full and just sum of thirty-four thousand five hundred dollars ($34,500.00) for debt already due and owing previously to the execution of these presents to secure the payment of the same, and

Whereas the party of the first part has passed to the said Farmers National Bank his promissory note dated April 1st, 1932 payable on demand for the said sum of thirty-four thousand five hundred dollars, and

Whereas it is the desire of the party of the first part, by these presents to secure the payment of said note and all the interest due thereon.

Now This Deed Witnesseth that in consideration of the premises and for the purpose of securing the indebtedness of the said party of the first part to the Farmers National Bank of Annapolis as evidenced by the promissory note the said party of the first part doth by these presents bargain and sell, give, grant and convey unto the said James M. Munroe, Trustee, as hereinbefore named, the following property situate in Anne Arundel County, Maryland, to wit:

1st. All that property known as "Acton" Located on Franklin Street; Murray Hill, Annapolis being more particularly described in deed from Eva Murray, et al. dated November 29th, 1922, recorded among the Land Records of Anne Arundel County, in Liber W. N. W. 57, folio 286, subject, nevertheless to a mortgage to the Corporation for Relief of Widows, and Children etc., dated July 1931, recorded among said Land Records in Liber F. S. R. 89, folio 257.

2nd. All those two tracts of land partly in the 1st and partly in the 2nd Election Districts of Anne Arundel County, consisting of 93¼ acres more or less, described in a deed from John DeP. Douw and wife, dated September 19, 1925 recorded as aforesaid in Liber W.M.B. 19/97.

3rd. All that tract of land in the 3rd Election District of said County consisting of 21.1 acres more or less, described in deed from Albert A. Downs, and wife, dated April 29, 1925, recorded among said Land Records in Liber W. N. W. 105, folio 300.

4th. All that lot of ground in the village of Eastport on the northwest side of Eastern Avenue, fully described in the deed from Charles D. Ridout and wife dated August 24th, 1928 recorded as aforesaid in Liber F. S. R. 27, folio 496.

5th. All those two lots of ground on West Street Annapolis known and designated as Nos. 102 and 104 West Street fully described in deed from Lee W. Kalmey and wife, dated November 23, 1929 recorded among the Land Records of Anne Arundel County in Liber F. S. R. 56 folio 317, subject nevertheless to a mortgage to Eugene W. Iglehart, dated October 1931 recorded as aforesaid in Liber F. S. R. 90, folio 152.

6th. All that undivided 1/2 interest in all that tract of land known as the "Nichols Farm" in the 2nd Election District of said County and described in deed from William G. Williams and wife, dated November 8, 1928 recorded among said Land Records in Liber F.S.R. 40, folio 226.

7th. All that undivided 1/3 interest in a tract of land now consisting of 260 acres more or less, known as "Edgewood" in the 4th Election District of said County near Gambrills described in deed from Eugene P. Childs, Trustee, dated May 19, 1925 recorded as aforesaid in Liber W. N. W. 110/24

8th. All that undivided 1/2 interest in tract of land 30.7 acres in the 2nd Elec. Dist. of said County, described in deed from Marvin I. Anderson et al. Trustees, dated August 1st, 1931, recorded as aforesaid in Liber F. S. R. 86, folio 149.

9th. All that undivided 1/2 interst in a tract of land consisting of 9 acres in 4th Election Dist. of said County described in a deed from Henrietta M. C. Maynard dated May 17, 1928, recorded in Liber F. S. R. 25 folio 451.

10th. All that 1/2 undivided interest in 40 acres of land, more or less, at Odenton, 4th Elect. Dist. of said County, described in deed from Eden B. Watts, dated May 1st, 1928 recorded in Liber F. S. R. 32 folio 347.

11th. All that undivided 1/2 interest in 168 acres of land in 4th Elec. Dist. of said County described in a deed from Michael F. Carter Sheriff, dated March 27, 1928, recorded as aforesaid in Liber F. S. R. 34 folio 302.

12th. All that undivided 1/2 interest in a balance of 50 acres of land more or less in 4th Elec. Dist. of Anne Arundel County being the balance of a tract of land described in deed from Harry D. Eutsler and wife, dated March 3, 1926 recorded as aforesaid in Liber W. M. B. 23 folio 195.

13th. All that undivided 1/2 interest in two tracts of land aggregating 20 acres, more or less in 4th.Elec. Dist. of said County described in deed from Marvin W. Anderson and wife, dated October 3, 1924 recorded among the Land Records aforementioned in Liber W. N. W. 91 folio 96_

14th. All that undivided 1/2 interest in a tract of land in 4th.Elec. Dist. of said County described in deed from Marvin W. Anderson and wife dated October 27, 1925 recorded as aforesaid in Liber W. M. B. 12 folio 356.

15th. All that undivided 1/2 interest in a tract of land now consisting of 26.49 acres more or less being the balance of the land conveyed to the party of the first part and William G. Williams by Clarence M. Bassford and wife by deed of November 22, 1927 recorded in Liber F. S. R. 24, folio 138.

16th. All that undivided 1/2 interest in 27½ acres of land in the 1st Elec. Dist. of said County fully described in a deed of June 9, 1926, recorded in Liber W. M. B. 27 folio 32 of said Land Records subject, nevertheless to mortgage to Robert W. Carr, dated June 1926

recorded as aforesaid in Liber W. M. B. 27 folio 34.

17th. All that undivided 1/2 interest in a tract of land now consisting of 14 acres more or less in 7th Elec. Dist. of said County, described in deed from John W. Crandall, and wife, dated April 26, 1927 recorded among the Land Records of Anne Arundel County in Liber F. S. R. 13, folio 105.

18th. All the right, title, interest and estate of the party of the first part, being an undivided 1/3 interest in all that tract or tracts of land in 2nd Elec. Dist. of said County, described in mortgage dated December 29, 1925 recorded as aforesaid in Liber W. M. B. 18, folio 354, from Henry W. Bohme and wife, to W. Meade Holladay and others, consisting of 100 acres of land having a frontage of 3000 feet on Broad Creek, a tributary of South River said property recently purchased at mortgagee's sale by W. Meade Holladay and others.

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

To Have And To Hold the hereinbefore described premises and lands unto the said James M. Munroe his successors and assigns; In Trust, nevertheless, to permit and allow the said party of the first part to hold, occupy and enjoy said lands and premises hereby conveyed until the same shall be sold and disposed of under the provisions of this Deed of Trust, or re-conveyed as hereinafter stated and without any responsibility on the part of the said Trustee or of the said Bank, for the rent, issues, and profits arising from the said real estate or for any loss or depreciation of the said land or the buildings thereon until the same shall be sold and the proceeds received by the said Trustee, or by the said Bank, and without any responsibility on the part of the said Trustees for the nonpayment of taxes, or insurance, the responsibility of the said Bank and of the said Trustee being limited only to the actual receipts of money by the same. And upon the full payment of all the notes and debts, and any renewals of or substitutes for the same, or any part thereof, and the discount and interest thereon and all proper costs, charges, commission and expenses at any time before the sale herein provided for, then to release and re-convey the said described premises unto the said party of the first part his heirs, executors, administrators and assigns.

But if default be made on the part of the said party of the first part his heirs, executors, administrators and assigns, to pay debts or loans made by the said Bank on the demand of the said Bank, at any time after the maturity thereof, and in accordance with the terms of such loans and the notes given for the same or for any renewal of or substitutes for the same in whole or in part which the said Bank may agree to make or upon the demand of the said Trustee under the direction of the said Bank, then it shall be lawful for the said James M. Munroe, Trustee, to sell the property hereinbefore conveyed or so much thereof as may be necessary for the payment of the said indebtedness, or so much thereof as may remain unpaid, and to apply the proceeds of sale as follows:

First. To the payment of all costs, charges and expenses incident to such sale including a commission of six percent to the person making the sale on the amount realized therefrom together with all taxes, insurance, premiums or other proper charges which may be on said property, and including the premiums on any bond given in a duly authorized surety company, by the person exercising the power of sale herein contained.

Secondly. To the payment and discharge in full of the whole amount of said debts and loans then remaining due and owing to the said Bank secured by this deed of trust including any costs charges and expenses of any kind whatever to which the bank or said Trustee may have been subjected or liable for by reason of the said loans or in the collection of the debts secured by this deed of trust.

And as to the residue if any arising from such sale or sales, to pay the same to the said party of the first part, or his assigns, or to such person as the Court may direct.

And the said party of the first part doth hereby further covenant to pay all the taxes and assessments, public dues and charges of every kind levied or assessed _ to be levied or assessed on the property ---------- nereby conveyed and also to keep insured the improvements on the property hereby conveyed for at least the sum of Fifteen Thousand dollars and to cause the said insurance policy to be so framed that the loss thereunder shall inure to the benefit of the said Bank and deliver said policy of insurance to said Bank. And a default on the part of the said party of the first part to keep the taxes on the property paid up and to keep the improvements on the said property insured shall be considered default under this Deed of Trust, and in case of such default the Trustee may if so required by said Bank, proceed to execute the power of sale hereby granted.

Witness the hand and seal of said grantor.

Test: W. Meade Holladay (seal)

M. Elizabeth Brown.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 5th day of April in the year nineteen hundred and thirty-two before me the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared W. Meade Holladay and acknowledged the aforegoing Deed of Trust to be his act and deed.

As Witness my hand and seal Notarial.

(Notarial Seal) Mary Elizabeth Brown

Recorded April 6, 1932 at 10-A. M. Notary Public.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed of Trust was truly taken and copied from Liber F. S. R. No. 96, folio 319, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 17th day of December, A. D. 1936.

(Court Seal) Frank A. Munroe,
Clerk.

Bond -- Filed & Approved 29" day of Dec. 1936. Frank A. Munroe, Clerk.

Know all Men by these Presents:

That We, James M. Munroe of Annapolis, Md. and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Thousand Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attor-

ey or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 29th day of December, in the year of our Lord nineteen hundred and thirty six.

Whereas, by Deed of Trust, dated the 5th day of April nineteen hundred and thirty six, and left to be recorded among the Land Records of Anne Arundel County on the 6th day of April, 1932, W. Meade Holladay did grant, bargain and sell, assign and transfer unto James M. Munroe of Annapolis, Md. as Trustee, as therein named, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

Now the Condition of the above Obligation is such, That if the above bound James M. Munroe do and shall well and faithfully perform the trust reposed in him in and by the above Deed of Trust mentioned and declared; and also, do and shall well and faithfully perform the trust reposed in him by said deed, and observe the provisions of the Maryland Code of Public General Laws relating to Trustees and Receivers, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered — James M. Munroe (Seal)

in the presence of (Corporate Seal) — Maryland Casualty Company,

Chas. F. Lee, Jr. — Charles F. Lee of

Per Charles F. Lee & Co.,Agts.

Petition asking Court to take jurisdiction of Trust Estate. Filed 30" December,1936

To the Honorable, the Judges:

The Petition of James M. Munroe, Trustee, respectfully shows:

That by the Deed of Trust in this case, certified copy of which is filed herein, he was appointed Trustee of the estate of W. Meade Holladay for the purposes therein specified and as therein set out, and that he has filed his bond with surety duly approved by the Clerk of the Court in the above entitled case.

He now therefore prays the Court to assume jurisdiction of this Trust Estate.

And as in duty, etc.,

Jas. M. Munroe, Trustee.

Ordered by the Circuit Court for Anne Arundel County, in Equity, this 30" day of December in the year nineteen hundred and thirty-six, upon the foregoing Petition that jurisdiction is hereby assumed by the Circuit Court for Anne Arundel County, in Equity, of the Trust Estate of W. Meade Holladay as set out in the foregoing Petition.

Linwood L. Clark,

Judge.

Petition to appoint new Trustees, and Order of Court thereon, Filed Jany. 12", 1937

To The Honorable, The Judges:

The Petition of the Farmers National Bank of Annapolis in the above entitled case respectfully shows:

First: That on the 5th day of April, 1932, W. Meade Holladay of Annapolis, Maryland, executed a Deed of Trust to James M. Munroe as trustee conveying certain properties as set out in said Deed of Trust, said Deed of Trust having been filed in these proceedings and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 96, Folio 319.

Second: That default having occurred in said Deed of Trust, the said James M. Munroe filed his bond in the amount of $15,000.00, and petitioned the Court to assume jurisdiction of the said Trust Estate.

Third: That by Order of the Circuit Court for Anne Arundel County in Equity, dated the 30th day of December, 1936, said Court assumed jurisdiction of the said Trust Estate.

Fourth: That your Petitioner suggests to the Court the death of James M. Munroe, the aforementioned Trustee.

Fifth: That your Petitioner prays the Court to appoint Trustees in the stead of James M. Munroe, deceased.

Farmers National Bank of Annapolis

By: Carey L. Meredith, President.

Your Petitioner respectfully suggests to the Court the appointment of R. Tilghman Brice, 111, and M. Clare M. Green as trustees for the said Estate.

Farmers National Bank of Annapolis

By: Carey L. Meredith, President.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that on this 11th day of January, 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 County of Anne Arundel, personally appeared Carey L. Meredith, President of the Farmers National Bank of Annapolis, and made oath in due form of law that the matters and facts stated in the aforegoing Petition are true as therein set forth.

Witness my hand and Notarial seal.

(Notarial Seal) Ida G. M. Gardner

Notary Public.

Ordered by the Circuit Court for Anne Arundel County in Equity this 12" day of January, 1937, upon the foregoing Petition and Affidavit, that R. Tilghman Brice, 111, and M. Clare M. Green be and they are hereby appointed trustees in the aforementioned Trust Estate for the uses and trusts as set out in the aforementioned Deed of Trust from W. Meade Holladay to James M. Munroe, Trustee.

And it is further ordered that the said Trustees file in this matter a bond to be approved by the Clerk in the penalty of $15,000.00 conditioned upon the faithful discharge of their said trust.

Linwood L. Clark, Judge.

Bond -- Filed & Approved this 14" day of January, 1937. Frank A. Munroe, Clerk.

Know all Men by these Presents:

That We, R. Tilghman Brice, 111, and M. Clare M. Green of Annapolis, Maryland, and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Thousand Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 14th day of January, in the year of our Lord nineteen hundred and thirty-seven.

Whereas, by Deed of Trust, dated the 5th day of April nineteen hundred and thirty-two, and left to be recorded among the Land Records of Anne Arundel County on the 6th day of April 1932, W. Meade Holladay did grant, bargain and sell, assign and transfer unto James M. Munroe and by order of Court dated January 12, 1937 R. Tilghman Brice 111 and M. Clare M. Green were substituted as Trustees, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

Now the Condition of the above Obligation is such, That if the above bound R. Tilghman Brice 111 and M. Clare M. Green do and shall well and faithfully perform the trust reposed in them in and by the above Deed of Trust mentioned and declared; and also, do and shall well and faithfully perform the trust reposed in h__m by said deed, and observe the provisions of the Maryland Code of Public General Laws relating to Trustees and Receivers, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered — R. Tilghman Brice,111, (Seal)

in the presence of — M.Clare M. Green (Seal)

Marjorie Buys (Corporate Seal) Maryland Casualty Company,

Per Charles F. Lee of

Charles F. Lee & Co.,Agts.

Petition and Order of Court to enter the above entitled case dismissed.

Order Mch. 2" 1937 --Filed Mch. 2" 1937.

To The Honorables, The Judges of said Court:

The Farmers National Bank of Annapolis by R. Tilghman Brice, 111, and M. Clare M. Green, its solicitors, prays leave of this Honorable Court to dismiss the above entitled case without prejudice upon payment of the costs.

R. Tilghman Brice, 111

M. Clare M. Green

Solicitors for the Farmers National

Bank of Annapolis.

ORDER

Ordered this 2" day of March, 1937, be the Circuit Court for Anne Arundel County in Equity that the above entitled case be and is hereby dismissed without prejudice upon payment of the costs.

Linwood L. Clark,

Judge.

Maoma A. Burkhart

vs.

Seth H. Linthicum,et al

No. 7747 Equity.

In the Circuit Court for

Anne Arundel County.

For Previous reference see J. H. H. No. 50, Folio 116.

Certified Copies from Circuit Court of Baltimore City. --Filed March 22" 1941.

Report of Sale -- Filed 8" October, 1940

To The Honorable, The Judge of Said Court:

The report of Howard C. Wilcox and H. Vernon Eney, Trustees under decree in this cause to make sale of certain real and leasehold estate, respectfully shows:

That having duly qualified under said decree by giving approved bond, and having received an offer made to them for the purchase at private sale of one of the properties mentioned in these proceedings and in said decree, which under the terms thereof the said Trustees are authorized to report to the Court for its action, the said Trustees do hereby report that they have made an agreement dated the seventh day of October, 1940, with Joseph A. Muzzuco and Evelyn E. Muzzuco, his wife, to sell to them the property situate in Anne Arundel County, State of Maryland, at the easternmost corner of Charles and Eleanor Roads, fronting one hundred and eight (108) feet on Charles Road with a depth of one hundred and fifty (150) feet on Eleanor Road and irregular in shape, being Lot No. 30 as shown on Plat of "Sweetser Heights" recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 76, folio 410, (subject to restrictions in Deed W. N. W. No. 34, folio 83 etc. and to reservations on Sweetser Heights Plat of 6' for sidewalks) in fee simple, improved by a stucco bungalow and garage, at and for the price of Seventeen Hundred and Eighty-five Dollars($1785.00)/have been paid on account and the balance is to be paid in cash on ratification of said sale by this Honorable Court, the contract providing that the taxes and other fixed charges, including Anne Arundel County Sanitary Commission charges, be paid or allowed for by the vendors to date of transfer, and further that the above consideration includes the cost of a title policy to be issued by the Maryland Title Guarantee Company guaranteeing the title to the vendees, the cost of which policy is to be paid by the vendors, the expense of execution of the deed and recording etc. to be borne by the vendees.

of which One Hundred Dollars ($100.00)

Eq

The said Trustees file herewith the aforesaid agreement of sale and pray that the same be ratified.

And as in duty bound, etc.

Thos. F. Cadwalader

Guy B. Brown,

Solicitors for Trustees.

Howard C. Wilcox

H. Vernon Eney, Trustees.

State of Maryland, City of Baltimore, ss:

On this 7th day of October, 1940, before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Howard C. Wilcox, one of the above named Trustees, and made oath in due form of law that the facts stated in the aforegoing 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) Pearl D. Whaley

Notary Public.

Maoma A. Burkart, et al

vs.

Seth H. Linthicum, et al

In The Circuit Court for

Baltimore City.

Ordered By The Court, This 13th day of November, 1940, that the private sale made and reported by the Trustees, on October 8, 1940 aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for to the Auditor.

Eugene O'Dunne.

Report of Sale -- Filed 3" January, 1941.

Maoma A. Burkhart, et al

vs.

Seth H. Linthicum, et al.

In The Circuit Court

of

Baltimore City.

To The Honorable, The Judge of Said Court:

The report of Howard C. Wilcox and H. Vernon Eney, Trustees under decree in this cause to make sale of certain real and leasehold estate, respectfully shows:

That having duly qualified under said decree by giving approved bond, and having received an offer made to them for the purchase at private sale of one of the properties mentioned in these proceedings and in said decree, which under the terms thereof the said Trustees are authorized to report to the Court for its action, the said Trustees do hereby report that they have made an agreement dated the second day of January, 1941, with Ida S. Todd and George W. Todd, her son, as joint tenants, to sell them the property situate in Anne Arundel County, State of Maryland, beginning for the same at the corner formed by the intersection of the northwest side of Hampton Road and the northeast side of Charles Road, and running thence northeasterly bounding along the northwest side of Hampton Road sixty feet to Lot 151 on the Plat hereinafter mentioned, thence northwesterly bounding along said Lot 151 two hundred and sixty-four and seven-tenths feet, more or less to the westernmost outline of Plat No. 3 of Linthicum Heights, thence southerly, bounding thereon, sixty feet to the northeast side of Charles Road and thence southeasterly bounding on the northeast side of Charles Road two hundred and sixty-eight feet to the place of beginning. Being Lot No. 152 as shown on Plat No. 3 of Linthicum Heights now recorded in Plat Cabinet No. 2, Rod D-8, Plat 337, and said lot being improved by a stucco bungalow and garage. Subject to the payment of an annual ground rent of Sixty-six Dollars ($66.00) payable in semi-annual installments on the first days of May and November in each year, at and for the price of Eighteen Hundred and Eighty-seven Dollars ($1887.00) of which One Hundred Dollars ($100.00) have been paid on account and the balance is to be paid in cash on ratification of said sale by this Honorable Court, the contract providing that the taxes, ground rent, Anne Arundel County Sanitary Commission charges and other fixed expenses, be paid or allowed for by the vendors to date of transfer, and further that the above consideration includes the cost of a title policy to be issued by the Maryland Title Guarantee Company guaranteeing the title to the vendees, the cost of which policy is to be paid for by the vendors, the expense of execution of the deed and recording etc. to be borne by the vendees.

The said Trustees file herewith the aforesaid agreement of sale and pray that the same be ratified.

And as in duty bound etc.

Thos. F. Cadwalader — Howard C. Wilcox

Guy B. Brown — H. Vernon Eney

Solicitors for Trustees. — Trustees.

State of Maryland, City of Baltimore, ss:

On this 3rd day of January, 1941, before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Howard C. Wilcox, one of the above named Trustees, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

Witness my hand and Notarial Seal.

(Seal) — Joseph F. Fisher

(Place) — Notary Public.

Maoma A. Burkhart, et al — In The Circuit Court of

vs. — Baltimore City.

Seth H. Linthicum, et al

Ordered By The Court, This 5th day of February, 1941, that the private sale made ----- and reported by the Trustees, on January 3, 1941 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 Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for to the Auditor.

J. Abner Sayler

Report of Sale -- Filed 4" February 1941

Maoma A. Burkhart, et al — In The Circuit Court

vs. — of

Seth H. Linthicum, et al. — Baltimore City.

To The Honorable, The Judge of Said Court:

The report of Howard C. Wilcox and H. Vernon Eney, Trustees under decree in this cause to make sale of certain real and leasehold estate, respectfully shows:

That having duly qualified under said decree by giving approved bond, and having received an offer made to them for the purchase at private sale of one of the properties mentioned in these proceedings and in said decree, which under the terms thereof the said Trustees are authorized to report to the Court for its action, the said Trustees do hereby report that they have made an agreement dated the first day of February, 1941, with Jacob E. Shaver and R. Mae Shaver, his wife, as tenants by the entireties, to sell them the property situate in Anne Arundel County, State of Maryland, being all that lot of ground fronting fifty (50) feet on the westernmost side of Lake Front Road with an even depth westerly of one hundred and fifty (150) feet, and being the lot designated as Lot No. 229 on the plat of the "Resubdivision of Lots Nos. Eleven (11) to Thirty-one (31) (both inclusive) and Addition to Plat No. Three (3) of Linthicum Heights, which plat is recorded in Plat Book W. N. W. No. 2,

folio 61 and now recorded in Plat Cabinet No. 1 Rod "H", Plat No. 16, said lot being improved by a stucco bungalow, subject to the payment of an annual ground rent of Seventy-five Dollars ($75.00) payable 27th May and November), at and for the price of Three Thousand and Nine Dollars ($3,009.00) of which One Hundred Dollars ($100.00) have been paid on account and the balance is to be paid in cash on ratification of said sale by this Honorable Court, the contract providing that the taxes, ground rent, Anne Arundel County Sanitary Commission charges and other fixed expenses, be paid or allowed for by the vendors to date of transfer, and further that the above consideration includes the cost of a title policy to be issued by the Maryland Title Guarantee Company guarnateeing the title to the vendees, the cost of which policy is to be paid for by the vendors, the expense of execution of the deed and recording etc. to be borne by the vendees.

The said Trustees file herewith the aforesaid agreement of sale and pray that the same be ratified.

And as in duty bound etc.

Thos. F. Cadwalader — Howard C. Wilcox

Guy B. Brown — H. Vernon Eney

Solicitors for Trustees. — Trustees.

State of Maryland, City of Baltimore, ss:

On this 3rd day of February, 1941, before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Howard C. Wilcox, one of the above named Trustees, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

Witness my hand and Notarial Seal.

(Seal)

(Place) Adele Mielcke

Notary Public.

Maoma A. Burkhart, et al

vs.

Seth H. Linthicum, et al

In The Circuit Court

of

Baltimore City

Ordered By The Court, This 8th day of March, 1941, that the sale made and reported by the Trustees, on Eebruary 4, 1941 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 expenese as they shall produce vouchers for to the Auditor.

J. Abner Sayler

Maoma A. Burkhart, et al

vs.

Seth H. Linthicum, et al

In The Circuit Court

of

Baltimore City

To The Honorable, The Judge of Said Court:

Your Petitioners, Howard C. Wilcox and H. Vernon Eney, Trustees hereinbefore appointed, respectfully show:

1. That on or about the 17th day of November, 1938, the legatees named in the decree

passed herein on the 8th day of September, 1938, received from the Trustees appointed by this Court in the cause entitled "G.Milton Linthicum, et al vs. Helen A. Linthicum, et al." (Docket 73 A, folio 161) the amount of twelve per cent (12%) of their respective legacies, less the collateral inheritance tax on said amount.

2. That under orders of Court passed in this cause your said Petitioners have since paid over and distributed to said legatees the amount of eighty-eight per cent (88%) of their said legacies less collateral inheritance tax on said amount, so that the face value of said legacies has been paid in full, and that the principal of the claim of Enoch Harlan, Executor of Elizabeth V. Benson has likewise been paid in full.

3. That under said decree the said legatees are entitled to interest on said legacies accounting from the 5th day of October, 1933, calculated to the respective dates of payment of the several portions of the principal thereof.

4. That your Petitioners desire that the papers in this cause be referred to one of the auditors of this Court to state an account, allowing to the Trustees their costs and expenses and showing the amounts to which said legatees are now severally entitled for interest as aforesaid.

Your Petitioners therefore pray that this Honorable Court may pass an order referring the papers to an auditor for the purpose above stated, and that they may have such other relief as their case may require

And as in duty bound, etc.

Thos. F. Cadwalader (sgd.) (sgd.) Howard C. Wilcox

Guy B. Brown (sgd.) (sgd.) H. Vernon Eney

Solicitors for Trustees. Trustees.

Order of Court.

Upon the aforegoing Petition it is by the Circuit Court of Baltimore City on this 19th day of March, 1941, Ordered that the papers in this cause be and they are hereby referred to one of the auditors of this Court, to determine the amounts due and payable as interest to the several legatees parties to this cause and to state an account of the receipts and disbursements of the Trustees herein, allowing to them in said account the court costs and the expenses of their trust.

J. Abner Sayler

State of Maryland, City of Baltimore, ss:

I, Charles R. Whiteford, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above are true copies of the original Report of Sale filed on Oct. 8, 1940 (Contract of Sale Attached to Original), Final Order of Ratification on foregoing Report of Sale, Report of Sale filed on Jany. 3, 1941 (Contract of Sale Attached to Original), Final Order of Ratification on foregoing Report of Sale, Report of Sale filed on Febry 4, 1941 (Contract of Sale Attached to Original), Final Order of Ratification on foregoing Report of Sale and Petition and Order of Court thereon filed on the 19th day of March 1941, now on file in this office in the cause therein entitled as above

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court, this 19th day of March A.D., 1941

(Court Seal) Chas. R. Whiteford,

Clerk

For further proceedings see J. H. H. No. 52 - Folio 116 etc.

In The Matter of the Sale of the Mortgaged Real Estate of Isabella Wrede

No. 8049 Equity.
In The Circuit Court for Anne Arundel County.

Mr. Clerk:

Please docket this case, and file Original Mortgage.

Eugene P. Childs, Atty.

(State Stamps $1.90) Original Mortgage -- Filed July 11th. 1940.

This Mortgage, Made this fourteenth day of October in the year Nineteen hundred and thirty-eight between Isabella Werde, widow, of Anne Arundel County, Maryland, mortgagor, and The Workingmen's Building and Loan Association of Annapolis, Anne Arundel County, Maryland, a body corporate under the Laws of said State, mortgagee.

Whereas, the said Isabella Wrede, widow being the holder of Fourteen (14) shares of unredeemed stock of said body corporation and a member thereof, has received from said body corporate an advance of Eighteen hundred twenty ($1,820.00) dollars which is the full par value of said fourteen (14) shares of stock when fully paid up and completed, in the contemplation of the object and purposes of said Association, and in order to secure the full payment and completion of said fourteen (14) shares of stock to said body corporate in accordance with its present constitution, said mortgagor has agreed to execute this mortgage--the execution hereof being a condition precedent to said advance being made by said Association.

Ex

Now, Therefore, This Mortgage Witnesseth, That in consideration of the premises and the sum of one dollar, the said Isabella Wrede, widow, does hereby grant and convey unto said body corporate, The Workingmen's Building and Loan Association of Annapolis, Anne Arundel County, Maryland, its successors and assigns, All that part of a lot or parcel of ground located on the southeast side of Conduit Street extended, situated in the City of Annapolis, and contained within the following description, that is to say: Beginning in a line of a lot of ground owned by R. Vinton Clayton at the distance of 29 feet in a northeast direction from the southwest corner of the lot of ground purchased by the said Clayton from Jackson Brewer and others, and running from the end of the aforesaid 29 feet by a line drawn North 46 degrees 30 minutes West 29 feet and 6 inches to the line of Conduit Street on its east side thence with and bounding on the line of said Street by a line drawn North 44 degrees 45 minutes East 29 feet 9 inches to the southwest corner of the lot of ground purchased by Henry Adam Schreyer from Jackson Brewer and others and running from thence with the said lot by a line drawn South 46 degrees 15 minutes East 98 feet 9 inches to a line of a lot of ground owned by Jackson Brewer thence bounding on the said lot by a line drawn South 44 degrees West 29 inches to the beginning point. It being the identical property which was devised unto the said Isabella Wrede by the Last Will and Testament of Charles H. Wrede dated the 11th day of May in the year 1914 and recorded among the Will Record Books of Anne Arundel County in Liber O. B. D. No. 2, folio 2.

Together with the buildings and improvements thereupon, and all the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

To have and to hold the above described parcel of ground and premises unto and to the

use and benefit of The Workingmen's Building and Loan Association of Annapolis, Anne Arundel County, Maryland, the mortgagee aforesaid, its successors and assigns.

Provided, That if the said mortgagor shall make the payments and perform each and every the covenants herein on her respective part to be made and performed, then this mortgage shall be void.

And the said mortgagor respectively, for herself, her heirs, executors, administrators and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows, viz: to pay to the said mortgagee, its successors and assigns, on the principal sum, the weekly sum of Four ($4.90) dollars and ninety cents (being thirty-five cents on each share) on every Saturday night in each week, regularly and promptly, for the period of ten years from the date hereof, or until the aggregate of said weekly payments so made shall, exclusive of all fines and penalties imposed, amount to the said advanced sum of Eighteen hundred twenty ($1,820.00) dollars, and to pay as interest on said advanced sum on every Saturday night during said period, the further weekly sum of fifteen cents on each of said shares of stock, the said weekly interest of fifteen cents ceasing on each share only when the par value hereof, (one hundred and thirty dollars), clear of all losses and liabilities, fines and penalties, shall have been repaid.

To pay all ground rent, taxes and assessments of all kinds for which the hereby mortgaged property now is or may hereafter become liable when payable.

To pay all fines and penalties that may be imposed on the said Isabella Wrede, widow by the said Association in accordance with its charter, constitution and by-laws, which are made a part of this mortgage, for failure to pay each and every of said weekly sums at the time limited, or perform any other obligation required of her hereunder or under said constitution and by-laws; and to keep the buildings on said lot of ground insured against loss or damage by fire to at least the amount of Eighteen hundred twenty ($1,820.00) 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, and deposit the policy or any renewal thereof with the said Association.

All of which weekly payments shall continue to be made as herein specified, and all of which covenants shall remain in force until the aggregate of the weekly sums aforesaid paid by said mortgagors, exclusive of the fines and penalties imposed hereunder, shall amount to the said advanced sum and the interest chargeable thereon.

And it is agreed that until default is made in the premises, the said mortgagors may use and occupy the hereby mortgaged property.

But if default is made in the payment of any of the said weekly sums of money, and continue for the space of one month, 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 Eugene P. Childs, its authorized attorney and solicitor is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days' previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County-- and which terms shall be such as the party making the

sale shall elect--and the proceeds of such sale shall be aplied, first, to the payment of all expenses of the sale, including the usual attorney's fee, and a fee of fifty dollars to the said attorney or solicitor, or other party making the sale, and the commissions usually allowed and premium on bond; secondly, to the payment of all taxes and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said mortgagee hereunder, whether then matured or not; and the balance to be paid to the said mortgagors, or whosoever may be entitled to the same.

Witness the hand and seal of the mortgagor.

Test: Dorothy M. Trench. Isabella Wrede (Seal)

State of Maryland, Anne Arundel County, Sct.:

I hereby certify, that on this fourteenth day of October in the year Nineteen hundred and thirty-eight, before me, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Isabella Wrede, widow, and she acknowledged the foregoing mortgage to be her act.

And at the same time also personally appeared Charles M. Carlson, the Vice President of the Workingmen's Building and Loan Association of Annapolis, Arundel County, Maryland, mortgagee, and made oath in due form of law that the consideration named in said foregoing mortgage, is true and bona fide as therein set forth.

Witness my hand and seal Notarial.

(Notarial Seal) Dorothy M. Trench

Notary Public.

Bond -- Filed & Approved July 23" 1940. John H. Hopkins, 3rd, Clerk.

Know All Men By These Presents:

That we, Eugene P. Childs, as Principal, and Royal Indemnity Company, a corporation of the State of New York and authorized to do business in Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty-five Hundred and No/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 Heirs, Executors, and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 22nd day of July in the year 1940.

Whereas, the above bounden Eugene P. Childs by virtue of the power contained in a mortgage from Isabella Wrede, widow, to Workingmen's Building and Loan Association of Annapolis, Anne Arundel County, Maryland, bearing date October 14, 1938, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. 182, Folio #67, and the said Eugene P. Childs is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT IF THE ABOVE bounden Eugene P. Childs do and shall well and truthfully 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 by law.

Signed, Sealed, And Delivered

Attest: Wilhelmina P. Hopkins (Corporate Seal)

Attest: L. Marsey

Eugene P. Childs, (Seal)
Attorney.
Royal Indemnity Company
By Frank M. Fossett
Attorney-in-fact.

In The Matter of the Sale of the Mortgaged Real Estate of Isabella Wrede

No. 8049 Equity.
In The Circuit Court for
Anne Arundel County.

Statement of Mortgage Claim -- Filed August 6" 1940

Amount of balance due on Mortgage from Isabella Wrede, Widow to the Workingmen's Building and Loan Association of Annapolis, Anne Arundel County, Maryland, dated October 14, 1938 and recorded among the land record books of Anne Arundel County in Liber F. A. M. No. 182 folio 67 ---------- $1815.80

Interest due thereon to August 10, 1940 ---------- 35.00

Penalties due thereon ---------- 29.40

Total amount of mortgage debt ---------- $1880.20

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 6th day of August in the year 1940, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Thomas J. Linthicum, 3rd, Secretary of the Workingmen's Building and Loan Association of Annapolis, Anne Arundel County, Maryland, and made oath in due form of law that the Statement of Mortgage Claim is true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

(Notarial Seal) Wilhelmina P. Hopkins,
Notary Public.

In the Matter of the Sale of the Mortgaged Real Estate of Isabella Wrede.

No. 8049 Equity.
In The Circuit Court for
Anne Arundel County.

Report of Sale, Auctioneer's Certificate, Purchaser's Agreement and Order Nisi.

Filed Aug. 6" 1940

To The Honorable the Judges of said Court:

The Report of Sale of Eugene P. Childs, Attorney named in Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Isabella Wrede, dated the 14th day of October in the year 1938 and recorded among the land record books of Anne Arundel County in Liber F. A. M. No. 182 folio 67, the said Eugene P. Childs, Attorney named in said mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, the said Attorney 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, Maryland, and by handbills distributed, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the said property in said mortgage described at public auction, at the Court House Door in the City of Annapolis, Maryland, on Tuesday, August 6, 1940 at 11:00 o'clock, A. M., and then and there sold the said property to M. H. Prosperi at and for the sum of Twenty-three hundred and seventy-five Dollars ($2375.00), he being at that figure the highest bidder therefor, said property being the following: All that part of a lot or parcel of ground located on the southeast side of Conduit Street extended and contained within the following description that is to say:

Beginning in a line of a lot of ground owned by R. Vinton Clayton at the distance of twenty-nine feet in a northeast direction from the southwest corner of the lot of ground lately purchased by the said Clayton from Jackson Brewer and others and running from the end of the aforesaid 29 feet by a line drawn North 46 degrees 30 minutes West 99 feet and 6 inches to the line of Conduit Street on it's east side thence with and bounding on the line of said Street by a line drawn North 44 degrees 45 minutes East 29 feet 9 inches to the southwest corner of the lot of ground lately purchased by Henry Adam Schreyer from Jackson Brewer and others and running from thence with the said lot by a line drawn South 46 degrees 15 minutes East 98 feet 9 inches to a line of a lot of ground owned by Jackson Brewer thence bounding on the said lot by a line drawn South 44 degrees West 29 feet to the beginning point.

This property is improved by a three story frame dwelling containing ten rooms, bath, electricity, gas and oil heat.

And the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also received the Purchaser's Agreement to comply with the terms of sale which are as follows:

Terms of Sale: A deposit of five hundred dollars ($500.00) shall be required of the purchaser on day of sale, the balance to be paid in cash 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.

Eugene P. Childs,

Attorney named in Mortgage.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 6th day of August in the year 1940, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally Eugene P. Childs, Attorney named in mortgage 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) Wilhelmina P. Hopkins,

Notary Public.

Advertisement of Sale-- George W. Scible, Auctioneer.

Attorney's Sale of valuable Real Estate situate on Conduit Street, known as 100 Conduit Street, improved by a three-story frame dwelling.

Pursuant to and by virtue of the power of sale contained in a mortgage from Isabella Wrede, widow, dated the fourteenth day of October, in the year 1938, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 182, folio 67, default having occurred thereunder and at the request of the owner, the undersigned as attorney named in said mortgage, will offer at public sale at the Court House door in the City of Annapolis, Maryland, on Tuesday, August 6th., 1940 at 11 o'clock A. M. the following property:

All that part of a lot or parcel of ground located on the southeast side of Conduit street extended, situated in the City of Annapolis, and contained within the following de-

scription, that is to say:

Beginning in a line of a lot of ground owned by R. Vinton Clayton at the distance of 29 feet in a northeast direction from the southwest corner of the lot of ground purchased by the said Clayton from Jackson Brewer and others, and running from the end of the aforesaid 29 feet by a line drawn north 46 degrees 30 minutes west 99 feet and 6 inches to the line of Conduit street on its east side thence with and bounding on the line of said street by a line drawn north 44 degrees 45 minutes east 29 feet 9 inches to the southwest corner of the lot of ground purchased by Henry Adam Schreyer from Jackson Brewer and others and running from thence with the said lot by a line drawn south 46 degrees 15 minutes east 98 feet 9 inches to a line of a lot of ground owned by Jackson Brewer thence bounding on the said lot by a line drawn south 44 degrees west 92 feet to the beginning point. It being the identical property which was devised unto the said Isabella Wrede by the last will and testament of Charles H. Wrede dated the 11th day of May, in the year 1914, and recorded among the Will Records of Anne Arundel County in Liber O. B. D. No. 2, folio 2.

This property is improved by a three-story frame dwelling containing ten rooms, bath, electricity, gas, oil heat.

TERMS OF SALE: A deposit of five hundred dollars ($500.00) shall be required of the purchaser on day of sale, the balance to be paid in cash 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.

For further particulars, apply to

Eugene P. Childs,
Attorney Named in Mortgage,
Church Circle, Annapolis, Md.

Annapolis, Maryland, August 6, 1940.

This is to certify that I have, this 6th day of August in the 1940, sold the property described more particularly described by said hand bill and improved by a three story frame dwelling house, situated and known as 100 Conduit Street, Annapolis, Maryland, to M. H. Prosperi at and for the sum of Twenty-three hundred and seventy-five Dollars ($2375.00), he being at that price the highest bidder for said property.

Witness: Geo. W. Scible,

Wilhelmina P. Hopkins. Auctioneer.

Annapolis, Maryland, August 6, 1940.

I hereby certify that I have this day purchased from Eugene P. Childs, Attorney, the property more particularly described by said handbill, situated and known as 100 Conduit Street, Annapolis, and improved by a three story frame dwelling house, for the sum of Twenty-three hundred and seventy-five Dollars ($2375.00) and I do hereby agree to comply with the terms of sale.

Witness: M. H. Prosperi. M. D.

Wilhelmina P. Hopkins.

ORDER NISI

Ordered, this 6th day of August, 1940, That the sale of the property mentioned made and reported by Eugene P. Childs, Attorney named in Mortgage, be ratified and confirmed, unless

cause to the contrary thereof be shown on or before the 7th 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 7th day of September next.

The report states that the amount of sales to be $2375.00

John H. Hopkins,3rd., Clerk.

Certificate of Publication. Annapolis, Md., Sept. 9", 1940

We hereby certify, that the annexed Order Nisi- Sale--was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 7th day of September, 1940. The first insertion being made the 7th day of August, 1940.

The Capital-Gazette Press, Inc.

By A. Friend.

Ordered by the Court, This 10th day of September, 1940, that the sale made and reported by the Attorney, 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 to substitute Purchasers and Order of Court thereon.Filed Aug. 26th. 1940.

In the Matter of the Mortgaged Real Estate of Isabella Wrede

No. 8049 Equity.

In the Circuit Court for Anne Arundel County.

To the Honorable the Judges of said Court.

The Petition of M. H. Prosperi respectfully states:

That at a sale under foreclosure proceedings in the above entitled case held on the 6th day of August 1940 at 11 o'clock at the Court House Door in the City of Annapolis, your petitioner purchased the property mentioned in said proceedings at and for the sum of twenty-three hundred and seventy-five dollars ($2375.00) as is more fully set forth in the Report of Sale filed in this Court.

That he has fully complied with the terms of sale by making the deposit required in the advertisement of sale.

That he has recently agreed to transfer all of his right, title, interest and estate in said property both in equity and at law unto Vito Savoca and Mary Savoca, his wife, who desire to be substituted as purchasers in the place and stead of your petitioner, subject to all rights of all parties to said proceedings as are now allowed by law.

Your petitioner therefore respectfully requests the Court to pass an Order substituting Vito Savoca and Mary Savoca, his wife, as purchasers of said property in the place and stead of your petitioner M. H. Prosperi (Milton H. Prosperi)

Respectfully submitted.

M. H. Prosperi, M. D.

Petitioner.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 20th day of August in the year 1940, before me, the sub-

scriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared M. H. Prosperi and made oath in due form of law that the matters and facts above set forth are true to the best of his knowledge and belief.

Witness my hand and seal Notarial

(Notarial Seal) Wilhelmina P. Hopkins,
Notary Public.

This is to certify that Vito Savoca and Mary Savoca, his wife, agree to become substituted purchasers of the above property subject to the rights of all parties to said proceedings.

Vito Savoca
Mary Savoca

The aforegoing Petition having been read and considered, it is thereupon this 27th day of August in the year 1940 ordered and decreed that Vito Savoca and Mary Savoca his wife, be and they are hereby substituted as purchasers of the property mentioned in the above proceedings in the place and stead of M. H. Prosperi (Milton H. Prosperi), subject to the rights of all parties to said proceedings.

Ridgely P. Melvin, Judge.

Auditor's Report and Account -- Filed Oct. 9th,1940.

In the Matter of the Sale of the Mortgaged Real Estate of Isabella Wrede — No. 8049 Equity. In The Circuit Court for Anne Arundel County.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them 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 Isabella Wrede in ac. with Eugene P. Childs, Attorney

To Attorney for fee	$50.00	$
To Attorney for commissions	94.81	144.81
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	13.75	
Auditor	9.00	32.75
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	40.00	
Capital-Gazette Press- report of sale order nisi on	5.00	
Capital-Gazette Press-auditor's acct. order nisi on	5.00	
Capital-Gazette Press-handbills	5.50	
Royal Indemnity Co.,-bond premium	10.00	
George W. Scible - auctioneer	16.00	
One-half Federal revenue stamps	1.38	

(Carried forward)

To Amounts brought forward	$ 82.38	$177.56
To One-half State revenue stamps	1.20	
Wilhelmina P. Hopkins - notary fees	1.00	85.08
To Attorney for Taxes, viz: ($61.07-adj)		
1940 State and County taxes	36.47	
1939 Annapolis City taxes	48.40	
1940 " " " ($45.02-adj)	4.56	89.43
To Workingmen's Building & Loan Ass'n Of Annapolis, mortgagee - in full for mortgage claim filed	1,880.20	
To Alma E. Rosner, present owner-this balance	161.48	
	$2,393.75	

Cr. Aug. 6" 1940.	
Proceeds of Sale	$2,375.00
Interest on deferred payment	18.75
	$2,393.75

ORDER NISI

Ordered, This 9th., day of October, 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 9th., day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of November next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Nov. 8, 1940

We hereby certify, that the annexed Order Nisi - Eq. 8049- Aud. Acct. -Wrede- was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of November, 1940. The first insertion being made the 10th day of October, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In The Circuit Court for Anne Arundel County

Ordered By The Court, this 7th day of Feby. 1941, 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 Real Estate of Marion F. Welch and Gladys Welch, his wife.

No. 8060 Equity. In The Circuit Court for Anne Arundel County.

Mr. Clerk:

"Please docket the above entitled cause and file Petitioner's Exhibit No. #1.

Irvin Davison,

Attorney named in mortgage.

Petitioner's Exhibit No. #1 -- Filed July 30th. 1940.

This Purchase Money Mortgage, Made this 22nd day of March in the year nineteen hundred and Forty Marion F. Welch and Gladys Welch, his wife, Mortgagors of the City of Baltimore in the State of Maryland, of the first part, and The Clifton Company, a body corporate, duly incorporated under the laws of the State of Maryland, Mortgagee, of the second part.

Whereas, the said parties of the first part are justly and bona fide indebted to the said party of the second part in the full and just sum of Thirteen Hundred and Seventy Dollars ($1370.00), said sum of Thirteen Hundred and Seventy Dollars ($1370.00) the said parties of the first part/in covenant and agree to repay unto the said party of the first part in equal weekly installments of $5.50 each, counting from even date herewith, which said weekly payments shall be applied to the payment of interest at the rate of six per cent per annum and taxes for the property hereinafter described, and the balance to be applied to the payment of said principal sum of Thirteen Hundred and Seventy Dollars ($1370.00), the balance remaining due and unpaid on the principal at the expiration of four years from date hereof, shall then and there become due and payable. Ef

And Whereas, it was a condition precedent to the making of the aforesaid loan that the repayment thereof with interest as well as the performance of the other covenants and conditions herein should be secured by the execution of these presents.

Now This Mortgage Witnesseth, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, Marion F. Welch and Gladys Welch, his wife, do grant and convey unto the said The Clifton Company Mortgagee its successors and assigns, in fee simple, all those two lots or parcels of ground situate and lying in Anne Arundel County aforesaid, and described as follows:

All those two (2) lots of ground being known as Lots #105 and #106 on the Plat of Upper Magothy Beach, which Plat was duly recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. #4, Folio #15, etc.

Being the same lots of ground which by Deed of even date herewith and intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, were conveyed by the Mardale Corporation to the said Mortgagors.

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

To Have And To Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of The Clifton Company, its successors and assigns, forever, in fee simple.

Provided, that if the said Marion F. Welch and Gladys Welch, his wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Thirteen Hundred Seventy ($1370.00) 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, Marion F. Welch and Gladys Welch, 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 Marion F. Welch and Gladys Welch, his wife, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said The Clifton Company, Mortgagee, its successors, or assigns, or Irvin Davison, its or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place,manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of One Hundred ($100.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, 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 of notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors or assigns, or Irvin Davison, its or their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenese, 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 Marion F. Welch and Gladys Welch, 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, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least $1370.00 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 its 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: Marion F. Welch (Seal)

George Z. Ashman Gladys Welch (Seal)

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

I Hereby Certify, that on this 22nd day of March in the year nineteen hundred and Forty before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marion F. Welch and Gladys Welch, 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 Isaac Davison, President of The Clifton Company and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

As Witness my hand and notarial Seal.

(Notarial Seal) George Z. Ashman,
Notary Public.

In The Matter of the Sale of the Mortgaged Real Estate of Marion F. Welch and Gladys Welch, his wife.

No. 8060 Equity.
In The Circuit Court for
Anne Arundel County.

Statement of Claim. --Filed August 19th., 1940.

Statement of the Mortgage claim of The Clifton Company under the mortgage from Marion F. Welch and Gladys Welch, his wife to The Clifton Company, dated the twenty-second day of March, 1940, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. #213, folio 416, etc.

Amount of Loan	$1370.00	
Advanced for 1940 taxes	19.70	
	$1389.70	
Paid on Principal	26.31	$1363.39
Interest from June 20, 1940 to August 15,1940 at $1.68 per week		15.12
Balance due ----------		$1378.51

Isaac E. Davison, President.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 16th day of August, 1940, 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 Clifton Company, 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) Leonard Hillman

Notary Public.

Bond -- Filed & Approved this 19th day of August, 1940. John H. Hopkins, 3rd.,Clerk.

Know All Men by these Presents:

That we, Irvin Davison, Equitable Building, Baltimore, Maryland, and United States Casualty Company, a corporation of the State of New York are held and firmly bound unto the State of Maryland in the full and just sum of Thirteen hundred and seventy Dollars ($1370.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our,and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 16th day of August in the year nineteen hundred and forty

Whereas, the above bounden Irvin Davison by virtue of the power contained in a mortgage from Marion F. Welch and Gladys Welch, his wife, to The Clifton Company bearing date the 23rd day of March nineteen hundred and forty and recorded among the Mortgage Records of Anne Arundel County, in Liber J. H. H. No. 213 Folio 416 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, otnerwise to be and remain in full force and virtue in law.

Signed, Sealed, and Delivered

in the Presence of

Mary A. Upman- As to Both

(Corporate Seal)

Irvin Davison (Seal)

United States Casualty Company

By Samuel R. Zetzer

Attorney-in-Fact.

In The Matter of the Sale of the Mortgaged Real Estate of Marion F. Welch and Gladys Welch, his wife,

No. 8060 Equity.

In The Circuit Court for Anne Arundel County.

Report of Sale. -- Filed Aug. 26th., 1940.

To The Honorable, The Judge of Said Court:

The Report of Sale of Irvin Davison, Attorney named in Mortgage to make sale of Lots #105-106 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 Saturday, the twenty-fourth day of

August, 1940, at 3:00 P. M., did sell on the premises, the above mentioned property to The Clifton Company, in fee simple, at and for the sum of fifteen hundred dollars ($1500.00), 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 24th day of August, 1940, before me, the subscriber, a Notary 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) Leonard Hillman,

Notary Public.

Advertisement of Sale -- Irvin Davison, Solicitor,352 Equitable Bldg.,Balto. Md.

Attorney's Sale of valuable water front property improved by Bungalow located at Upper Magothy Beach on the Magothy River, third election district, Anne Arundel County.

PURSUANT TO AND BY VIRTUE of the power of sale contained in a mortgage from Marion F. Welch and Gladys Welch, his wife, to The Clifton Company, dated March 22nd, 1940, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 213, folio No. 416, etc., and default having occurred thereunder, the undersigned Attorney Named in Mortgage will offer at public sale on the premises on Saturday, August 24th, 1940 at 3:00 P. M. the following described property:

All those two lots of ground being known as Lots No. 105 and No. 106 on the Plat of Upper Magothy Beach, which Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 4, folio No. 15 etc., said lots being located on Riverside Drive.

Directions To Property: Go out to Governor Ritchie Highway to Mountain Road, then on Mountain Road about five miles to road marked Chelsea Beach and Beachwood Forest, turn right and go to end of road to property.

Terms of Sale: Deposit of $250.00 will be required by 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.

R. M. Baker Co., Inc.,Auctioneer.
220 East Lexington Street,Balto.,Md.

Irvin Davison,
Attorney Named in Mortgage

ORDER NISI

Ordered, this 26th., day of August, 1940, 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 27th., 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 27th., day of September next.

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

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 on Sale was inserted in The Southern Maryland Times, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of September, 1940; that is to say, the same was inserted in the issues of August 30, September 6,13,1940.

The Southern Maryland Times
Thomas L. Christian
Business Manager.
By: Jeannette Cadell

Ordered By The Court, This 27th day of February, 1941 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. _____

In the Matter of the Sale of the Mortgaged Real Estate of Marion F. Welch and Wife. — No. 8060 Equity. In The Circuit Court for Anne Arundel County.

Auditor's Report and Account. -- Filed March 8th., 1941.

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Marion F. Welch and Wife in ac. with Irvin Davison, Attorney.

To Attorney for fee	$100.00	$
To Attorney for commissions	76.72	176.72
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	12.30	
Auditor	9.00	31.30
To Attorney for Expenses, viz:		
Southern Maryland Times -advertising sale	28.00	
Southern Maryland Times -report of sale order nisi on	5.00	
Southern Maryland Times -auditor's acct. order nisi on	5.00	
The A.S.Abell Co. -advertising sale	2.40	
Stanley Insurance Service -bond premium	10.00	

(Carried forward)

To Amounts brought forward	$ 50.40	$208.02
R. W. Baker & Co., Inc.,auctioneer	10.00	
One-half Federal revenue stamps	.83	
One-half State revenue stamps	.75	
Leonard Hillman - notary fees	.50	62.48
To The Clifton Company, mortgagee -this balance on account mortgage claim		1,242.44
		$1,512.94

Amount of mortgage claim filed $1,378.51

Cr. Amount allowed as above 1,242.44

$ 136.07

Cr. Aug. 24, 1940

Proceeds of Sale	$1,500.00
Interest on deferred payment	6.25
	1,506.25
Refund adjustment 1940 taxes ($19.70)	6.69
	$1,512.94

ORDER NISI

Ordered, This 8th., day of March, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 9th., day of 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 9th., day of April next.

John H. Hopkins,3rd., Clerk.

Certificate of Publication The Office of Southern Maryland Times, Annapolis, Md.

This Is To Certify That the annexed advertisement of Order Nisi was inserted in The Southern Maryland Times, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of April, 1941, that is to say, the same was inserted in the issues of March 14, 21, 28, 1941.

The Southern Maryland Times

Thomas L. Christian

Business Manager.

By: Jeannette Cadell.

ORDER.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 17th day of April, 1941, 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 John L. Gainor, Ruth C. Gainor, his wife.

No. 8062 Equity.
In The Circuit Court for
Anne Arundel County.

Mr. Clerk:

Please docket this suit and file mortgage, and file and approve bond.

R. Tilgnman Brice,111,
Attorney named in mortgage.

Mortgage -- Filed August 9", 1940. (State Stamps $1.80)

This Mortgage, Made this Fourteenth day of March in the year nineteen hundred and forty, by and between John L. Gainor and Ruth C. Gainor, his wife, Mortgagors of Anne Arundel County, in the State of Maryland, of the first part, and The Farmers National Bank of Annapolis, a body corporate of the State of Maryland, Mortgagee, of the second part, Witnesseth:

Whereas, the said parties of the first part, John L. Gainor and Ruth C. Gainor, his wife, are justly and bona fide indebted unto The Farmers National Bank of Annapolis in the full and just sum of One Thousand Eight Hundred ($1,800.00) Dollars, for the payment whereof the said parties of the first part have passed to the said The Farmers National Bank of Annapolis their joint and several promissory note of even date herewith, payable six (6) years after date, with interest thereon at the rate of Five (5%) per cent per annum; to be repaid at the rate of One Hundred and Fifty ($150.00) Dollars semi-annually, plus interest, first of said payments shall be due and payable six (6) months from the date hereof.

IT IS AGREED AND UNDERSTOOD between the parties hereto that the said parties of the first part shall have the right and privilege of making larger payments on account of the principal sum at any payment due date.

IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that any balance due on the said principal sum aforesaid at the end of Six (6) years shall be due and payable on the 14th day of March, 1946.

IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that a failure on the part of the parties of the first part, their heirs, personal representatives, or assigns, to make the payments hereinabove set out shall constitute a default under this mortgage, and no waiver of any one breach shall constitute a waiver of the covenant itself, or any subsequent breach thereof; and

WHEREAS, the execution of this mortgage to secure the payment of the said sum of One Thousand Eight Hundred ($1,800.00) Dollars, plus interest thereon, was a condition precedent to said loan.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, John L. Gainor and Ruth C. Gainor, his wife, do grant and convey unto the said Mortgagee, The Farmers National Bank of Annapolis, its successors and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Fifth Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:

Being the whole of Lot No. Twelve (12) on Plat No. 1, of Block "A" of East Linthicum Heights as laid down in Plat Book W. N.W. No. 3, folio 44, among the Plat Records of Anne Arundel County in the office of the Clerk of the Circuit Court for said County.

SAVING AND EXCEPTING a strip of land three feet wide along the westernmost side of the said lot above described.

Being the same property conveyed to the said John L. Gainor and Ruth C. Gainor, his wife, by Charles T. Gardner and Bertha I. Gardner, his wife, by Deed dated the 25th day of October, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 173, folio 9.

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, The Farmers National Bank of Annapolis, its successors and assigns, forever.

Provided, that if the said Mortgagors, John L. Gainor and Ruth C. Gainor, his wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of One Thousand Eight Hundred ($1,800.00) 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, John L. Gainor and Ruth C. Gainor, 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 Mortgagors, John L. Gainor and Ruth C. Gainor, his wife, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, The Farmers National Bank of Annapolis, its successors or assigns, or R. Tilghman Brice, lll, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a 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 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 R. Tilghman Brice, 111, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said Mortgagors, John L. Gainor and Ruth C. Gainor, 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, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Eight Hundred ($1,800.00) 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: John L. Gainor (Seal)

Beatrice A. Velenovsky Ruth C. Gainor (Seal)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that on this Fourteenth day of March 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 John L. Gainor and Ruth C. Gainor, 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 Daniel H. Nichols, Cashier of The Farmers National Bank of Annapolis, 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 made oath in due form of law that he is the Agent of the Mortgagee and duly authorized to make this affidavit.

As witness my hand and Notarial seal.

(Notarial Seal) Beatrice A. Velenovsky,
Notary Public.

Bond -- Filed & Approved 9" August, 1940. John H. Hopkins,3rd., Clerk.

Know all Men by these Presents:

That We R. Tilghman Brice, 111, of the City of Annapolis, State of Maryland, and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Five Hundred ($2,500.00) 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 ninth day of August in the year of our Lord nineteen hundred and forty.

Whereas, the above bounden R. Tilgnman Brice, 111, by virtue of a power contained in a mortgage from John L. Gainor and Ruth C. Gainor, his wife, to The Farmers National Bank of Annapolis, dated the fourteenth day of March, 1940, and recorded in Liber J. H. H. No. 213 folio 259 etc., one of the Land Record Books of Anne Arundel County,is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein; and

Whereas, such default has occurred and the said R. Tilghman Brice, 111, 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 — R. Tilghman Brice,111 (Seal)

in the presence of — (Corporate Seal) — Maryland Casualty Company

Beatrice A. Velenovsky — Chas. F. Lee of

Per Chas. F. Lee & Co.,Agts.

In The Matter of the Sale of the — No. 8062 Equity.

Mortgaged Real Estate of John L. — In The Circuit Court for

Gainor, Ruth C. Gainor, his wife. — Anne Arundel County.

Statement of the Claim of The Farmers National Bank of Annapolis, Filed Aug. 12", 1940

Amount due on mortgage from John L. Gainor and Ruth C. Gainor, his wife,
to The Farmers National Bank of Annapolis, dated the 14th day of March, 1940,
and recorded among the Land Records of Anne Arundel County in Liber J. H. H.
No. 213, folio 259 ---------- $1,800.00
Plus interest thereon at the rate of Five (5%) per cent per annum
from March 14, 1940 ----------

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

I Hereby Certify, That on this 12th day of August 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 Harry G. Rullman, Assistant-Cashier of The Farmers National Bank of Annapolis, and made oath in due form of law that there is due and owing the said The Farmers National Bank of Annapolis the sum of One Thousand Eight Hundred ($1,800.00) Dollars, plus interest thereon at the rate of Five (5%) per cent per annum from the 14th. day of March, 1940, on the above entitled mortgage which is held by the said The Farmers

National Bank of Annapolis.

As witness my hand and Notarial seal.

(Notarial Seal) Beatrice A. Velenovsky
Notary Public.

In The Matter of the Sale of the Mortgaged Real Estate of John L. Gainor and Ruth C. Gainor, his wife.

No. 8062 Equity.
In The Circuit Court for Anne Arundel County.

Report of Sale.-- Filed Sept. 11th., 1940.

To the Honorable, the Judges of said Court:

The Report of Sale of R. Tilghman Brice, 111, Attorney named in the mortgage filed in this case, respectfully shows:

That the said mortgage being overdue and in default, he did, after having given bond with surety duly approved, by the clerk of this court, advertised the said property for sale on Tuesday, September 10th, 1940, at 11:00 o'clock A. M., by advertisement in the Maryland Gazette, a newspaper printed weekly at Annapolis, Maryland for more than three successive weeks before the day of sale, and also by handbills which he caused to be posted at the Court House Door in the City of Annapolis, Maryland, and also in the neighborhood of the property to be sold, and in pursuance of said notice, he did attend in person at the Court House Door in the City of Annapolis, Maryland on Tuesday, September 10, 1940, at 11:00 o'clock A. M., that being the time and place advertised for said sale and did then and there offer said property mentioned in the mortgage filed in this case which was dated the 14th day of March, 1940, and duly recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 213, folio 259, reference thereto being made for a more particular description of said property; to sale at public auction and sold the same subject to the restrictions of record, at and for the sum of Four Thousand and Seventy Five ($4,075.00) Dollars to The Federal Company of Baltimore, Maryland, it being then and there the highest bidder for the same and he files herewith one of the handbills of the said sale upon which is endorsed a certificate of the auctioneer and of the purchaser as to said sale, all of which is respectfully submitted.

R. Tilghman Brice, 111.
Attorney named in mortgage.

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

I Hereby Certify, That on this tenth day of September 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, Attorney named in the mortgage mentioned in these proceedings, 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) Ruby W. Chaney,
Notary Public.

Advertisement of Sale -- George W. Scible, Auctioneer

Mortgagee's Sale of valuable Residential Property.

By virtue of the power of sale contained in a mortgage from John L. Gainor and Ruth C.

Gainor, his wife, dated the 14th day of March, 1940, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 213, folio 259, said mortgage being in default, I will offer to public sale at the Court House door, in the City of Annapolis, Maryland, on Tuesday, September 10, 1940 at 11:00 o'clock A. M. the following property:

All that lot of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, and being the whole of lot No. twelve (12) on Plat No. 1 of Block "A" of East Linthicum Heights as laid down in Plat Book W. N. W. No. 3, folio 44, among the Plat Records of Anne Arundel County in the office of the Clerk of the Circuit Court for said county; saving and excepting a strip of land three (3) feet wide along the western-most side of the said lot above described.

Being the same property conveyed to John L. Gainor and Ruth C. Gainor, his wife, by Charles T. Gardner and Bertha I. Gardner, his wife, by deed dated October 25, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 173, folio 9.

This property is improved by a two-story frame dwelling and a garage.

TERMS OF SALE: One-third of the purchase price will be required of the purchaser on the day of sale, balance of purchase money, including interest at the rate of six (6) per cent per annum, to be paid in cash on ratification of sale.

Taxes, insurance and all other assessments to be adjusted to the day of sale.

For further particulars, inquire of the undersigned.

R. Tilghman Brice,lll,
Attorney named in Mortgage,
Lee Bldg., 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, September 10, 1940, at 11:00 o'clock A. M., to The Federal Co. at and for the sum of $4075.00 the said The Federal Co. being then and there the highest bidder for the said property.

Geo. W. Scible, Auctioneer.

I Hereby Certify, That I have purchased the property mentioned on the reverse side of this Handbill, at and for the sum of four hundred and twenty dollars $4075.00 and agree to comply with the terms of the sale, as set forth thereon.

Signed and sealed at Annapolis, Maryland this 10th day of September, 1940.

The Federal Company,
By: Leon Applefeld, Pres.

Certificate of Publication Annapolis, Md., September, 1940.

We hereby certify, that the annexed Mortgagee's Sale- Gainor 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 10th day of September, 1940. The first insertion being made the 15th day of August, 1940.

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

ORDER NISI

Ordered, this 11th., day of September, 1940, That the sale of the property mentioned in these proceedings made and reported by R. Tilghman Brice, Attorney named in mortgage, Be

Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 14th., 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 14th., day of October next.

The report states that the amount of sales to be $4075.00

John H. Hopkins, 3rd.,Clerk.

Certificate of Publication Annapolis, Md., 10/15/1940

We hereby certify, that the annexed Order Nisi-- Sale - Eq. 8062 - Gainor was published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of October, 1940. The first insertion being made the 12th day of September, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered By The Court, This 16th day of October, 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.

In the Matter of the Sale of the Mortgaged Real Estate of John L. Gainor and Wife.

No. 8062 Equity.

In The Circuit Court for Anne Arundel County.

Auditor's Report and Account -- Filed Oct. 29th., 1940.

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of John L. Gainor and Wife in ac. with R. Tilghman Brice, 111, Attorney.

To Attorney for Commissions	$	$152.74
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court costs	12.75	
Auditor	9.00	31.75
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	30.00	
Capital-Gazette Press - handbills order nisi on	5.50	
Capital-Gazette Press - report of sale order nisi on	5.00	
Capital-Gazette Press - auditor's acct.	5.00	
C. F. Lee & Co., Agent - bond premium	10.00	
George W. Scible - auctioneer	21.00	

(Carried forward)

To Amounts brought forward		$ 76.50	$184.49
One-half Federal revenue stamps		2.47	
One-half State revenue stamps		2.00	
Beatrice A. Velenovsky - notary fee		.50	
Ruby W. Chaney - notary fee		.50	81.97
To Attorney for Benefit Charges, viz:			
Adjustment water service charge			.54
To Farmers National Bank, mortgagee - in			
full for mortgage claim filed			1,845.00
To John L. Gainor and Ruth C. Gainor,			
mortgagors - this balance			2,011.47
			$4,123.47
Cr. Sept. 10, 1940 Proceeds of Sale		$4,075.00	
Interest on deferred payment		16.31	$4,091.31
Refund adjustment 1940 State and			
County taxes ($81.97)			25.08
Refund adjustment fire insurance			
premium ($31.25)			1.11
Refund water and sewer benefit			
charge ($19.50-adj)			5.97
			$4,123.47

ORDER NISI

Ordered, This 29th., day of October, 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 November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th., day of November next.

John H. Hopkins, 3rd.,Clerk.

Certificate of Publication Annapolis, Md., November 28", 1940

We hereby certify, that the annexed Order Nisi- Auditor's Account - Eq. 8062 Gainor 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 November, 1940. The first insertion being made the 31st day of October, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 3rd day of December, 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 Gaither and Joshua Gaither.

No. 8081 Equity.
In The Circuit Court for
Anne Arundel County.

Mr. Clerk:

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

Robt. E. Kindred
Solicitor for Plaintiff.

Original Mortgage -- Filed Sept. 16th., 1940.

This Mortgage, Made this 24th day of Aug. in the year nineteen hundred and twenty two, between Emma Gaither and Joshua Gaither, her husband, of Anne Arundel County, State of Maryland, mortgagors, and The Glen Burnie Savings and Loan Association, of Anne Arundel County State of Maryland, a body corporate under the law of said State, mortgagee.

Whereas, the said Emma Gaither and Joshua Gaither, her husband, being the holders of nine shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of nine hundred dollars, which is the full par value of said nine 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 nine 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.

Ey

Now, Therefore, This Mortgage Witnesseth, That in consideration of the premises and the sum of one dollar, the said Emma Gaither and Joshua Gaither, her husband, do hereby grant unto said body corporate, The Glen Burnie Savings and Loan Association, of Anne Arundel County, State of Maryland, its successors and assigns, all that lot of ground situate in the Fourth Election District of Anne Arundel County, State of Maryland, which is laid down on a plat ther_of, duly filed for record in the office of the clerk of the Circuit Court for Anne Arundel County, and thereon designated as Lot No. 1. and described as follows in a survey thereof made by W. C. Munroe, Civil Engineer, in January, 1921, Viz:

Beginning for the same in the center of the County Road leading from Light Street Road toward Odenton and at the end of the third line of the land conveyed by the Curtis Creek Mining, Furnance and Manufacturing Company to George M. Durner, December 12, 1917, and running from thence with the center of the road as now existing south 57 degrees 47 minutes west 215 feet, thence leaving the said road south 34 degrees 37 minutes east 725.7 feet to intersect the outlines of the whole tract recently conveyed to Burton A. Gaither, of which this lot is a part, thence with the said outlines north 80 degrees 10 minutes east 236.6 feet to a stone heretofore planted in a clump of small oak trees, thence with the line of the property conveyed to George M. Durner as aforesaid north 34 degrees 37 minutes west 815.9 feet to the said point of beginning, containing 3.81 acres of land, more or less, all the magnetic courses being corrected for January 1921.

It Being a part of the property which by deed dated 10th. of January 1921 and duly recorded in the Land Records of Anne Arundel County was granted and conveyed unto the said Burton A. Gaither and wife by the Curtis Creek Mining Furnace and Manufacturing Company.

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

To Have And To Hold the above described parcel of ground and premises unto and to the use and benefit of The Glen Burnie Savings and Loan Association of Anne Arundel County, State of Maryland, the mortgagee aforesaid, its successors and assigns aforesaid.

Provided, That if the said mortgagor shall make the payments and perform each and every the covenants herein on their respective part to be made and performed then this mortgage shall be void.

And the said mortgagors respectively, for herself, himself, their heirs, executors, administrators and assigns, covenant with the said mortgagee, its successors and assigns, to pay and to perform as follows, Viz: to pay to the said mortgagee, its successors or assigns, the monthly sum of nine dollars as dues at every regular monthly meeting of the said mortgagee, until the said sum of nine hundred dollars shall be repaid; and as also pay at the time aforesaid, as interest, the monthly sum of four dollars and fifty cents until the sum of One Hundred Dollars (100.00) shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on and as often as One Hundred Dollars ($100.00) shall be repaid in dues, the payment of interest shall be reduced fifty cents, and to pay all public dues and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him by the said mortgagee, in accordance with the by-laws, and to keep the improvements on the said ground fully insured from loss by fire for the use of the mortgagee.

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

And the said Emma Gaither and Joshua Gaither and 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 as-- signs, the improvements on the hereby mortgaged land to the amount of at least nine hundred dollars, and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to insure to the benefit of said mortgagee to the extent of their lien or claim hereunder and to deliver said policies to the said mortgagee, its successors and assigns.

Witness the hands and seals of the mortgagors.

Test: Emma Gaither (Seal)

James H. Croggon Joshua Gaither (Seal)

State of Maryland, ____ _____ _____, Sct:

I Hereby Certify that on this 24th day of Aug. in the year nineteen hundred and twenty-two, before me, a Notary Public of the State of Maryland in and for Anne Arundel County personally appeared Emma Gaither and Joshua Gaither, her husband, and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Edward Woodfall the President of The Glen Burnie Savings and Loan Association of Anne Arundel County, State of Maryland, mortgagee, and made oath in due form of law, that the consideration named in said foregoing mortgage is true and bona fide as herein set forth.

As witness my hand and notarial seal.

(Notarial Seal) James H. Croggon

Notary Public.

For Value Received, The Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate, hereby assigns the within mortgage to Robert E. Kindred, Attorney for the purpose of foreclosure.

As Witness the hand of The Vice-President and its corporate seal affixed hereto, duly attested, this 11th day of September, 1940.

Attest: The Glen Burnie Savings & Loan

Association of Anne Arundel County,

Fred W. Kuethe a body corporate,

(Corporate Seal) By Edward Woodfall, V. Pres.

Received for Record 16th day of Sept. 1940, at 10 o'clock A. M. and the same day recorded in Liber W. N. W. No. 53, Fol. 423, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

In the Matter of the Sale of the No. 8081 Equity.

Mortgaged Real Estate of Emma In The Circuit Court for

Gaither and Joshua Gaither. Anne Arundel County.

Bond -- Filed & Approved Sept. 16" 1940 -- John H. Hopkins, 3rd., Clerk.

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 Five Hundred Dollars ($500.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of

us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 12th, day of September, 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 Emma Gaither and Joshua Gaither to The Glen Burnie Savings and Loan Association of Anne Arundel County, Maryland bearing date the 24th day of August, 1922, and recorded among the Land Records of Anne Arundel County, in Liber W. N. W. No. 53, Folio 420 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 Robert E. Kindred, 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
in the presence of
Viola Kindred

(Corporate Seal)

Robt. E. Kindred (Seal)
Assignee.
United States Fidelity and
Guaranty Company
By C. H. Chilcote-Attorney-in-Fact.

In the Matter of the Sale of the
Mortgaged Real Estate of Emma
Gaither and Joshua Gaither, her husband.

No. 8081 Equity.
In The Circuit Court for
Anne Arundel County.

Statement of Account -- Filed Sept. 16th., 1940.

To Balance on Principal	$251.10
" Interest to date of sale, October 8, 1940	42.00
	$293.10

Report of Sale -- Filed Oct. 15" 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 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 the County of Anne Arundel for more than twenty days before the sale, he did pursuant to said notice attend on the premises on Tuesday, October 8, 1940, at 11:00 o'clock A. M., at the Court House Door in the City of Annapolis then and there proceeded to sell said real estate mentioned as follows:

All that tract of ground, situate in the Fourth Election District of Anne Arundel Count_. Being Lot No. 1 on a Plat filed with a Deed from Burton A. and Rose Gaither to Emma Gaither, dated January 31, 1921, recorded among the aforesaid mentioned Land Records in Liber W.N.W.

No. 37, folio 406, fronting on the Quarterfield Road for a distance of 215 feet; also being situate approximately three miles Southeasterly from Glen Burnie.
Improved by a four room frame dwelling and outbuildings. Containing 3 and 81/100 acres of land, more or less.

He offered said land and improvement for sale and sold same to Aubrey Gaither and Elaine Gaither, his wife, at and for the sum of Four Hundred and Seventy Five Dollars ($475.00), they being then and there the highest bidder 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 10th day of October, 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.

In the matter of the Sale of the mortgaged real estate of Emma Gaither, et al.

No. 8081 Equity.
In The Circuit Court for
Anne Arundel County.

Purchaser's Agreement, Auctioneer's Certificate. Filed Oct.8th.,1940

I Hereby Certify, that I have this 8th day of October, 1940, purchased from Robert E. Kindred, Assignee, the property described in these proceedings, at and for the sum of $475.00, and hereby agree to comply with the terms therein set forth.

Aubrey G. Gaither (Seal)

I Hereby Certify, that I have this 8th, day of October, 1940, sold the property described in these proceedings at and for the sum of $475.00 to Aubrey G. and Elaine A. Gaither he being then and there the highest bidder for the same; and I further Certify, that the sale was fairly made.

W. B. Elliott, Auctioneer.

ORDER NISI

Ordered, this 15th., day of October, 1940, That the sale of the property mentioned in these proceedings made and reported by Robert E. Kindred, Assignee Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 16th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of November next.

The report states that the amount of sales to be $475.00

John H. Hopkins, 3rd.,Clerk.

Certificate of Publication

Annapolis, Md., Nov. 8, 1940

We hereby certify, that the annexed Order Nisi - Eq. 8081 - Emma & Joshua Gaither -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 16th day of November, 1940. The first insertion being made the 17th day of October, 1940.

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

Ordered By The Court, This 3rd day of December, 19__ that the sale made and reported by the Assignee aforesaid, be and the same __ hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

In the Matter of the Sale of the Mortgaged Real Estate of Emma Gaither and husband.

No. 8081 Equity.

In The Circuit Court for Anne Arundel County.

Auditor's Report and Account -- Filed Dec. 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 Emma Gaither and husband in ac. with Robert E. Kindred, Assignee.

To Assignee for fee	$30.00	$
To Assignee for special fee (order of $12/10/40)	37.12	67.12
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	15.00	
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 & Guaranty Co. - bond	10.00	
W. B. Elliott - auctioneer	10.00	
Clerk of Court - recording assignment	.75	
Viola Kindred - notary fee	.50	46.25
To Assignee for Taxes, viz:		
1939 State and County taxes	21.95	
1940 State and County taxes ($20.38-adj)	15.73	37.68
To The Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - in full for mortgage claim filed		293.10
		$475.00

To Amount brought forward $475.00

Cr. Oct. 8, 1940 Proceeds of Sale $475.00

ORDER NISI

Ordered, This 20th., day of December, 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 January 1941, 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 January 1941, next.

John H. Hopkins, 3rd.,Clerk.

Certificate of Publication Annapolis, Md., January 27, 1941

We hereby certify, that the annexed Order Nisi - Equity #8081 -- Emma Gaither -- Auditor_ Account 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 January, 1941. The first insertion being made the 2nd day of January, 1941.

The Capital-Gazette Press,Inc.

By Lydia S. Griscom

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 26th day of March, 1941, 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 Richard B. Thibadeau

No. 8082 Equity.
In The Circuit Court For
Anne Arundel County.

Mr. Clerk:

Please docket this suit, record assignment, and file and approve bond.

Filed Sept. 16th., 1940.

R. Tilghman Brice, 111, Assignee.

Mortgage -- Filed Sept. 16th., 1940

This Mortgage, Made this 13th., day of _____ in the year nineteen hundred and thirty-five by and between Richard B. Thibadeau Mortgagor of Washington, District of Columbia of the first part, and Asa A. Joyce and E. Fletcher Joyce, Trustees, of Anne Arundel County Mortgagee, of the second part, witnesseth:

Whereas, the said Richard B. Thibadeau is justly and bona fide indebted unto Asa A. Joyce, E. Fletcher Joyce, M. Adele Joyce, and Orris H. Joyce, in the sum of thirty-five hundred ($3500.00) Dollars, balance of purchase money of the property herein mentioned and by this mortgage conveyed and for the purpose of securing payment of the balance of said purchase money, with interest at the rate of 6% per annum on the balance thereof as hereinafter provided, does execute this mortgage to said Asa A. Joyce and E. Fletcher Joyce as Trustees for said Asa A. Joyce, E. Fletcher Joyce, M. Adele Joyce, and Orris H. Joyce.

Now This Mortgage Witnesseth, that said Richard B. Thibadeau does by these presents grant and convey unto the said Mortgagees, Asa A. Joyce and E. Fletcher Joyce, Trustees as aforesaid, their successors and assigns, in fee simple, all following tract of ground situate and lying in the Fourth Election District of Anne Arundel County aforesaid, and described as follows:

All those one hundred and fifty (150) Acres of land which by Deed dated the _____ day of _____ in the year of nineteen hundred and thirty-five were granted and conveyed to said Richard B. Thibadeau by Asa A. Joyce, E. Fletcher Joyce and wife, M. Adele Joyce, and Orris H. Joyce, in said Deed described by metes and bounds, courses and distances, being part of the property of which William T. Joyce, Father of said Asa A. Joyce, E. Fletcher Joyce, M. Adele Joyce, and Harry B. Joyce, deceased husband of Orris H. Joyce, died seised and possessed intestate. Said land located in the Fourth Election of Anne Arundel County, Maryland

It is agreed and understood between the parties hereto that the said balance of purchase money is to be paid as follows:

Fifty ($50.00) dollars per month on or before the 5th day of each month, and is to be applied as follows:

First: ---to the payment of the interest due at the time of payment on the balance of the purchase money then due and balance on account of said purchase money, without any obligation on the part of the said Richard B. Thibadeau to see to the application of the said payments on account of said purchase money.

Second:----It is further understood and agreed between the parties hereto that payment of said purchase money, in manner and form as aforesaid, may be made by the said Richard B. Thibadeau either to Asa A. Joyce or E. Fletcher Joyce as Trustees, whose receipt shall be a full acquittal for the said payment.

And the party of the first part doth by these presents bargain and sell, grant and convey unto the said parties of the second part, all the hereunto described one hundred and fifty (150) Acres of land

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 Mortgagees, their successors and assigns, forever, in fee simple.

Provided, that if the said Mortgagor his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of thirty-five hundred (3500.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the Mortgagor shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagor for himself his heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagees, their successors or assigns, or James M. Munroe their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagees, their successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of fifty dollars (50.00) and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their successors and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for himself, his heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to 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 indebt-

edness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commissions the said Mortgagor for himself, his heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their successors or assigns, or James M.Munroe their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said Mortgagor, for himself, his personal representatives and assigns, does further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees, their successors and assigns, the improvements on the hereby mortgaged land to the amount of at least thirty-five hundred ($3500.00) 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 Mortgagees, their successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their successors and assigns.

Witness the hand and seal of the said Mortgagor.

Test: Beatrice A. Velenovsky Richard B. Thivadeau (Seal)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that on this 13th day of December in the year nineteen hundred and thirty-five, before me, a subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Richard B. Thibadeau of Washington, District of Columbia, the Mortgagor named in the aforegoing Mortgage, and he acknowledged the aforegoing Mortgage to be his act. At the same time also appeared Asa A. Joyce and E. Fletcher Joyce, Trustees for Asa A. Joyce, E. Fletcher Joyce, M. Adele Joyce, and Orris H. Joyce the Mortgagees, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

As Witness my hand and Notarial Seal

(Notarial Seal) Beatrice A. Velenovsky

Notary Public.

For Value Received, We hereby assign the within mortgage and debt secured thereby to R. Tilghman Brice, 111, for purpose of foreclosure.

Witness our hands and seals this 7th day of September in the year nineteen hundred and forty.

Witness:

A. Willard Joyce Asa A. Joyce (Seal)
Trustee

Elizabeth B. Joyce E. Fletcher Joyce (Seal)
Trustee

Received for Record 16th day of Sept. 1940, at 2-45 o'clock P. M. and the same day recorded in Liber F. A. M. No. 145, Fol 420, Land Records of Anne Arundel County.

John H. Hopkins, 3rd.,Clerk.

In The Matter of the Sale of the Mortgaged Real Estate of Richard B. Thibadeau — No. 8082 Equity. In The Circuit Court For Anne Arundel County.

Bond -- Filed & Approved this 16" day of Sept. 1940.--John H. Hopkins,3rd.,Clk.

Know all Men by these Presents:

That we, R. Tilghman Brice, 111, of Annapolis, Anne Arundel County, Maryland, and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand ($4,000.00) 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 16th day of September in the year of our Lord nineteen hundred and forty.

Whereas, the above bounden R. Tilghman Brice, 111, by virtue of a power contained in a mortgage from Richard B. Thibadeau to Asa A. Joyce and E. Fletcher Joyce, Trustees, dated December 13, 1935, and recorded in Liber F. A. M.No. 145 folio 417 etc., one of the Land Record Books of Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein; and

Whereas, such default has occurred and the said R. Tilghman Brice, 111, 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)
Beatrice A. Velenovsky
Marjorie Buys

R. Tilghman Brice,111, (Seal)
Maryland Casualty Company
Per Chas. F. Lee of
Chas. F. Lee & Co., Agts.

In The Matter of the Sale of the Mortgaged Real Estate of Richard B. Thibadeau — No. 8082 Equity. In The Circuit Court For Anne Arundel County

Statement of Mortgage Claim -- Filed Oct. 8th., 1940

Statement of the Claim of Asa A. Joyce and E. Fletcher Joyce, Trustees.

Balance due on mortgage dated the 13th day of December, 1935, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 145, folio 417, duly filed in these proceedings ---------- $3,370.39

Interest from January 1, 1939, on above sum		
Fire insurance premium for two years		38.96
1938 State and County taxes		109.92
1939 State and County taxes	$113.36	
Less refund from Tenant	82.23	31.13

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

I Hereby Certify, that on this 5th day of October 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 E.Fletcher Joyce, Trustee, one of the trustees named in the above entitled mortgage, and made oath in due form of law that there is due and owing by the said Richard B. Thibadeau to the said Asa A. Joyce and E. Fletcher Joyce, Trustees, the sum of Three Thousand Three Hundred Seventy Dollars and Thirty-nine Cents ($3,370.39), plus interest thereon from the first day of January, 1939, plus fire insurance premium for two years in the amount of $38.96, plus 1938 State and County taxes in the amount of $109.92 and balance on 1939 State and County taxes in the amount of $31.13, on the above entitled mortgage which is held by the said Asa A. Joyce and E. Fletcher Joyce, Trustees.

As witness my hand and Notarial seal.

(Notarial Seal) Geneva H. Anderson,
Notary Public.

Report of Sale. -- Filed Oct. 8th., 1940.

In The Matter of the Sale of the Mortgaged Real Estate of Richard B. Thibadeau — No. 8082 Equity. In The Circuit Court for Anne Arundel County.

To the Honorable, the Judges of said Court:

The Report of Sale of R. Tilghman Brice, 111, Assignee of the mortgage filed in this case, respectfully shows:

That the said mortgage being overdue and in default, he did, after having given bond with surety duly approved, advertise the said property for sale on Tuesday, October 8, 1940, at 10:30 o'clock, A. M., by advertisement in the Maryland Gazette, a newspaper printed weekly at Annapolis, Maryland, for more than three successive weeks before the day of sale, and also by handbills which he caused to be posted at the Court House in the City of Annapolis, Maryland, and also posted on the premises mentioned in said mortgage, and in pursuance of said notice, he did attend in person at the Court House Door in the City of Annapolis, Maryland, on Tuesday, October 8, 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 mentioned in the mortgage filed in this case to sale at public auction and sold the same at and for the sum of Three Tnousand ($3,000.00) Dollars to Asa A. Joyce and E. Fletcher Joyce, Trustees for Asa A.Joyce, E. Fletcher Joyce, M. Adele Joyce and Orris H. Joyce, they being then and there the highest bidder for the same, and he files herewith one of the handbills of the said sale upon which is endorsed a certificate of the Auctioneer and of the purchaser as to said sale.

All of which is respectfully submitted.

R. Tilghman Brice, 111, Assignee.

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

I Hereby Certify, That on this Eighth day of October 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, Assignee of the mortgage mentioned in these proceedings, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein stated 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.

Mortgagee's Sale of valuable Farm Property

By virtue of the power of sale contained in a mortgage from Richard B. Thibadeau to Asa A. Joyce and E. Fletcher Joyce, trustees, dated the 13th day of December, 1935, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 145, folio 417, said mortgage being in default and having been assigned to the undersigned for foreclosure, I will offer to public sale at the Court House door, in the City of Annapolis, Maryland, on Tuesday, October 8, 1940 at 10:30 o'clock A. M. the following property:

All that lot of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, and containing one hundred and fifty (150) acres, more or less, and more particularly described by metes and bounds, courses and distances in a deed from Asa A. Joyce et al to Richard B. Thibadeau, dated the fifth day of November, 1935, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 145, folio 415.

This property is improved by a nine-room dwelling, stable, one tobacco barn, and outbuildings.

TERMS OF SALE: $500.00 of the purchase money will be required in cash of the purchaser on the day of sale, balance of purchase money, including interest at the rate of six (6) per cent per annum, to be paid in cash on ratification of sale.

Taxes, insurance and all other assessments to be adjusted to the day of sale.

For further particulars, inquire of the undersigned.

R. Tilghman Brice,111,Assignee

Lee Bldg.,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, October 8, 1940, at 10:30 A. M., to Asa A. Joyce and E. Fletcher Joyce, Trustees for Asa A. Joyce, E. Fletcher Joyce, M. Adele Joyce, and Orris H. Joyce, at and for the sum of Three Thousand ($3,000.00) Dollars, the said Trustees being then and there the highest bidder for the said property.

George W. Scible,Auctioneer.

We Hereby Certify, that we have this day purchased the property described on the reverse side of this handbill at and for the sum of Three Thousand ($3,000.00) Dollars, and agree to comply with the terms of sale.

E. Fletcher Joyce Trustee

per A. A. Joyce

Asa A. Joyce Trustee

Trustees for

Asa A. Joyce, E. Fletcher Joyce,

M. Adele Joyce and Orris H. Joyce,

Purchaser.

Certificate of Publication Annapolis, Md., October 7, 1940

We hereby certify, that the annexed Mortgagees Sale -- Thibadeau 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 8th day of October, 1940. The first insertion being made the 12th day of September, 1940.

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

ORDER NISI

Ordered, this 8th., day of October, 1940, That the sale of the mortgaged real estate mentioned in these proceedings made and reported by R. Tilghman Brice, 111, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 9th., day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th., day of November next.

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

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Oct. 28, 1940

We hereby certify, that the annexed Order Nisi - 8082 Eq. - Thibadeau --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 9th day of November, 1940. The first insertion being made the 10th day of October, 1940.

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

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

In The Matter of the Sale of the Mortgaged Real Estate of Richard B. Thibadeau

No. 8082 Equity.
In The Circuit Court For
Anne Arundel County.

Auditor's Report and Account --Filed Dec. 3rd., 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 Richard B. Thibadeau in ac. with R. Tilghman Brice, 111, 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 - court costs	12.45	
Auditor	9.00	31.45
To Assignee for Expenese, viz:		
Capital-Gazette Press - advertising sale	26.00	
Capital-Gazette Press - handbills	5.50	
Capital-Gazette Press -report of sale order nisi on	5.00	
Capital-Gazette Press -this acct. order nisi on	5.00	
C. F. Lee & Co.- bond premium	16.00	
George W. Scible - auctioneer	16.00	
Clerk of Court - recording assignment	.75	
Beatrice A. Velenovsky - notary fee	.50	
One-half Federal revenue stamp	1.65	
One-half State revenue stamp	1.50	77.90
To Assignee for Taxes, viz:		
1940 State & County taxes ($115.26-adj.)		88.83
To Assignee for Adjustments, viz:		
Fire insurance premium ($11.96 - 3/27/40)		6.47
To Asa A. Joyce and E. Fletcher Joyce, Trustees, mortgagees - this balance on account mortgage claim		2,625.35
		$3,000.00

Amount of mortgage claim filed	$3,911.03	
Cr. Amount allowed as above	2,625.35	
Balance subject to decree in personam	$1,285.68	
Cr. Oct. 8, 1940 Proceeds of Sale		$3,000.00

ORDER NISI

Ordered, This 3rd., day of December, 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 January 1941,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 January 1941, next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Jan. 4, 1941

We hereby certify, that the annexed Order Nisi - Eq. 8082 - Thibadeau 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 January, 1941. The first insertion being made the 5th day of December, 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 January, 1941, 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 John H. Sembly, Jr. and Harriet Sembly, his wife.

No. 8090 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.

Filed Oct. 8th., 1940.

George E. Rullman, Assignee.

EW

Mortgage -- Filed Oct. 8th., 1940.

This Mortgage, Made this second day of May, in the year nineteen hundred and thirty-one, between John H. Sembly, Jr. and Harriet Sembly, his wife, of Anne Arundel County, State of Maryland, mortgagors, and the Annapolis and Eastport Building Association, of the City of Annapolis, Maryland, a body corporate under the Laws of said State, mortgagee.

Whereas, the said Mortgagors being the holders of twenty-four shares of unredeemed stock of said Association and a member thereof, have received from it an advance of Twelve Hundred dollars, which is the full par value of said twenty-four shares of stock when fully paid up and completed, in the contemplation of the object and purposes of said Association, and in order to secure the full payment of said twenty-four shares of stock to said Association in accordance with its present constitution, said mortgagors have agreed to execute this mortgage--the execution hereof being a condition precedent of said advance being made by said Association.

Now therefore, this Mortgage Witnesseth, That in consideration of the premises and the sum of one dollar, the said John H. Sembly, Jr. and Harriet Sembly, his wife, do hereby grant and convey unto the said Annapoli_ and Eastport Building Association, its successors and assigns.

All that lot of ground situate on the east side of Calvert Street, in the City of Annapolis, State of Maryland, said lot having a frontage on said Calvert Street of 17.45 feet with a depth of 102 feet 4½ inches, improved by a dwelling now known as No. 34 Calvert Street.

Being the property which was conveyed to the above named Mortgagors by Nicholas H. Green, Trustee, by deed dated and recorded among the Land Records of Anne Arundel County simultaneously with these presents.

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

To have and to hold the above described parcel of ground and premises unto and to the use and benefit of said Annapolis and Eastport Building Association, its successors and assigns forever.

Provided, That if the said mortgagors shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this mortgage shall be void.

And the said mortgagors, for themselves, their heirs, executors, administrators and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows, viz: To pay to the said mortgagee, its successors and assigns, on the principal sum, the weekly sum of Six dollars being Twenty-five cents on each share every Saturday night in each week regularly and promptly, for the period of four years from the date hereof, or until the aggregate of said weekly payments so made, shall, exclusive of all losses and liabilities and fines and penalties imposed, amount to the said advanced sum of Twelve hundred dollars, and to pay as interest on said advanced sum on every Saturday night during said period, the further weekly sum of six cents on each of said shares of stock, the said weekly interest of six cents ceasing on each share only when the par value thereof (fifty dollars) clear of all losses and liabilities, fines and penalties, shall have been repaid.

To pay all ground rent, taxes and assessments of all kinds for which the hereby mortgaged property now is or may hereafter become liable when payable.

To pay all fines and penalties that may be imposed on the said Mortgagors by the said Association in accordance with its charter, constitution and by-laws, which are made a part of this mortgage, for failure to pay each and every of said weekly sums at the time limited, or perform any other obligation required of them hereunder, or under said constitution and by-laws, and to keep the buildings on said lot of ground insured against loss or damage by fire to at least the amount of Twelve hundred dollars, and have the policy of insurance so endorsed or assigned that the same shall enure to the benefit of said mortgagee, its successors or assigns, in the event of loss or damage, to the extent of its or their claim hereunder.

The said weekly payments shall continue to be made as herein specified, and the covenants shall remain in force until the aggregate of the weekly sums aforesaid paid by said mortgagors, during the continuance of this mortgage, exclusive of all fines, penalties and liabilities imposed hereunder, shall amount to the said advanced sum and the interest chargeable thereon.

And it is agreed that until default be made in the premises, the said mortgagors may use and occupy the hereby mortgaged property.

But if default be made in the payment of any of the said weekly sums of money, or in the performance of the covenants or conditions herein mentioned on the part of the said mortgagors, or either of them, then the whole mortgage debt hereby intended to be secured, shall be deemed due and demandable and the said mortgagee, its successors or assigns, or Ridgely P. Melvin, its authorized attorney and solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and to convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newapaper 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: John H. Sembly (Seal)

Laura R. Jickling. Harriett Sembly (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this twenty-fifth day of May, in the year nineteen hundred and thirty-one, before me, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared John H. Sembly, Jr. and Harriet Sembly, his wife, and acknowledged the foregoing mortgage to be their act.

And at the same time also personally appeared T. Roland Brown, the President of the Annapolis and Eastport Building Association, and made oath in due form of law that the consideration named in the foregoing mortgage, is true and bona fide as therein set forth.

Witness my hand and notarial seal.

(Notarial Seal) Laura R. Jickling,
Notary Public.

For value received, The Annapolis & Eastport Building Association, of the City of Annapolis, Maryland, a body corporate, hereby assigns the foregoing mortgage and the debt thereby secured to George E. Rullman for purposes of foreclosure, this 7th day of October, 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 Oct. 1940, at 10-15 o'clock A. M. and the same day recorded in Liber F. S. R. No. 80, Fol. 240, Land Records of Anne Arundel County.

John H. Hopkins, 3rd.,Clerk.

In The Matter of the Sale of the Mortgaged Real Estate of John H. Sembly,Jr. and Wife.

No. 8090 Equity.
In The Circuit Court For Anne Arundel County.

Bond -- Filed & Approved this 8th day of Oct. 1940. --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 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 seventh day of October, 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 John H. Sembly,Jr. and Harriet Sembly, his wife, to The Annapolis & Eastport Building Association of the City of Annapolis, Maryland, dated May 2, 1931, and recorded in Liber F. S. R. No. 80 folio 238 etc., one of the Land Record Books of Anne Arundel County, is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein; and

Whereas, such default has occurred and the said George E. Rullman is about to execute the power vested in him in said mortgage.

Now The Condition of the Above Obligation is such, that if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of
Ruby W. Chaney.

(Corporate Seal)

George E. Rullman (Seal)
Maryland Casualty Company
Per Chas. F. Lee of
Chas. F. Lee & Co.,Agts.

In The Matter of the Sale of the Mortgaged Real Estate of John H. Sembly,Jr. and Harriet Sembly, his wife.

No. 8090 Equity.
In The Circuit Court For
Anne Arundel County.

Statement of Mortgage Debt. -- Filed Oct. 8th., 1940.

Annapolis, Md., October 7, 1940

Mr. John H. Sembly,Jr. and Harriet Sembly, his wife,

To The Annapolis & Eastport Building Association of the City of Annapolis, Maryland, Dr.

To balance due on loan	$751.93	
To interest	14.35	
To fine	1.60	$767.88

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this seventh day of October, 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 Oct. 30" 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 John H. Sembly, Jr. and Harriet Sembly, his wife, dated May 2, 1931, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 80 folio 238, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Rullman, Assignee of said mortgage, which assignment has been duly recorded among the aforesaid Land Records, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, 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 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, October 29th., 1940, at eleven o'clock A. M., and then and there sold the said property to Ezekiel Thompson and Sadie Thompson, his wife, at and for the sum of One Thousand and Thirty Dollars ($1,030.00), they being then and there the highest bidders therefor:

All that lot of ground situate on the East side of Calvert Street, in the City of Annapolis, State of Maryland, said lot having a frontage on said Calvert Street of 17.45 feet with

a depth of 102 feet 4½ inches, improved by a dwelling now known as No. 34 Calvert Street. Being the property which was conveyed to the said John H. Sembly,Jr. and Harriet Sembly, his wife, by Nicholas H. Green, Trustee, by deed dated May 2, 1931, and recorded among the aforesaid Land Records in Liber F. S. R. No. 85 folio 97.

And the said Assignee further reports that he has received from the said purchasers the deposit as required by the terms of said sale, and has also received the purchasers' 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 the day of sale.

Respectfully submitted,

George E. Rullman, Assignee.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this thirtieth day of October, 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.

Purchaser's Agreement and Auctioneer's Certificate. Filed Oct. 30th., 1940

George W. Scible, Auctioneer.

Assignee's Sale of valuable Property situate on Calvert Street, Annapolis, Md.

Under and by virtue of the power of sale contained in a mortgage from John H. Sembly, Jr., and Harriet Sembly, his wife, dated the 2nd day of May, 1931, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 80, folio 238, the undersigned, as the assignee of said mortgage, by short assignment recorded at the foot of said mortgage, to make sale of the property therein described, default having occurred thereunder, will offer for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, October 29, 1940 at 11 o'clock A. M. all the property described in said mortgage, being the following:

All that lot of ground situate on the east side of Calvert street, in the City of Annapolis, Maryland, said lot having a frontage on said Calvert street of 17.45 feet with a depth of 102 feet 4½ inches. Being the property which was conveyed to the said John H. Sembly,Jr., and Harriet Sembly, his wife, by Nicholas H. Green, trustee, by deed dated the 2nd day of May, 1931, and recorded among the aforesaid Land Records in Liber F. S. R. No. 85, folio 97.

Said lot of ground is improved by a frame dwelling now known as No. 34 Calvert street.

Terms of Sale: A deposit of $200 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.

Annapolis, Md., October 29, 1940

We hereby certify that we have this day purchased the property described on the within handbill from George E. Rullman, Assignee, at and for the sum of One Thousand and Thirty Dollars ($1,030.00), and we hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

Witness:

Ruby W. Chaney

Ezekiel Thompson (Seal)

Sadie Thompson (Seal)
Per E.T.

I Hereby certify that I have this day sold the property described on the within handbill to Ezekiel Thompson and Sadie Thompson, his wife, at and for the sum of One Thousand and Thirty Dollars ($1,030.00), they being at that price the highest bidders therefor, and I further certify that the sale was fairly made.

Geo. W. Scible, Auctioneer.

ORDER NISI

Ordered, this 30th., day of October, 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 30th day of November, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 30th., day of November next.

The report states the amount of sales to be One Thousand and Thirty Dollars ($1,030.00).

John H. Hopkins, 3rd.,Clerk

Certificate of Publication Annapolis, Md., Nov. 30, 1940

We hereby certify, that the annexed Order Nisi - Eq. 8090 - John H. Sembly, Jr., Sale - was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of November, 1940. The first insertion being made the 31st day of October, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered by the Court this 3rd., day of December, 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.

In The Matter of the Sale of the
Mortgaged Real Estate of
John H. Sembly, Jr. and wife.

No. 8090 Equity.
In The Circuit Court for
Anne Arundel County.

Auditor's Report and Account. Filed January 6th 1941

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above en-

titled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of John H. Sembly,Jr., and Wife in ac. with George E. Rullman, Assignee.

To Assignee for fee	$50.00	$
To Assignee for commissions	59.46	109.46
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	12.20	
Auditor	9.00	31.20
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	19.50	
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	
C. F. Lee & Co.--bond premium	10.00	
George W. Scible - auctioneer	11.00	
Clerk of Court - recording assignment	.75	
Ruby W. Chaney - notary fees	1.00	
One-half Federal revenue stamps	.82	
One-half State revenue stamps	.50	59.07
To Assignee for Taxes, viz:		
1940 State and County taxes ($19.56-adj)	16.30	
1940 City of Annapolis " ($14.38-adj)	4.86	21.16
To Assignee for Benefit Charges, viz:		
Annapolis Water Co. - water rent adj.		22.98
To Annapolis & Eastport Bldg. Ass'n., mortgagee - in full for mortgage claim		767.88
To John H. Sembly, Jr., and Harriet Sembly, his wife, mortgagors - this balance		24.75
		$1,036.50

Cr. Oct. 29, 1940

Proceeds of Sale	$1,030.00
Interest on deferred payment	6.50
	$1,036.50

ORDER NISI

Ordered, This 6th., day of January 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 6th., day of 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 6th., day of February next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., January 27, 1941

We hereby certify, that the annexed Order Nisi --Auditor Account --Equity #8090-- John H. Sembly, Jr. 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 6th., day of February, 1941. The first insertion being made the 6th., day of January,1941

The Capital-Gazette Press, Inc.

By Lydia Griscom.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 7th day of February, 1941, 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 The Holland Point Realty Company

No. 8068 Equity.
In The Circuit Court For
Anne Arundel County.

Mr. Clerk:

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

J. Oliver Clark, Assignee.

Mortgage -- Filed 15" August, 1940. (State stamps $1.50)

This Mortgage, Made this twenty-third day of October, in the year nineteen hundred and thirty-seven, by and between the Holland Point Realty Company, a corporation of the State of Maryland, of the first part, hereinafter called "Mortgagor"; and Margaret E. Basil, of Anne Arundel County, State of Maryland, of the second part, hereinafter called "Mortgagee."

Whereas, the said Mortgagor has this day received by way of loan from the said Mortgagee the sum of Fifteen Hundred Dollars ($1,500.00) as evidence of which it has passed to the said Mortgagee its promissory note for said sum, of even date herewith, and payable three years or before after date, with interest thereon at the rate of six per centum per annum; and

Eq

Whereas, it was a condition precedent to the granting of said loan that this mortgage should be executed for the purpose of securing the payment of the said note, together with any and all renewals thereof or substitutes therefor, at the times limited for the same.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and of the sum of Five Dollars ($5.00), the said Mortgagor does hereby grant and convey unto the said Mortgagee, her heirs and assigns, in fee simple, all those four lots or parcels of ground situate in the Eighth Election District of Anne Arundel County, Maryland, in the development known as "North Beach Park, a Redivision of Holland Point Addition to North Beach", which said lots are designated as Lots Nos. 11, 12, 13 and 14 in Block No. 14 on the plat of said "North Beach Park, a Redivision of Holland Point Addition to North Beach", duly recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. No. 2 folio 70.

Being a portion of the same property which was conveyed unto the above named Mortgagor by Gibbs L. Baker and Caroline P. Baker, his wife, by deed dated August 14, 1934, and recorded among the Land Records aforesaid in Liber W. M. B. No. 132 folio 218.

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, her heirs and assigns forever.

Provided, that if the said Mortgagor, its successors or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Fifteen Hundred ($1,500.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the convenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Mortgagor shall possess the aforesaid property upon paying in the meantime, all taxes and assessments public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagor for itself, its successors and assigns, does hereby covenant to

pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee her heirs, personal representative or assigns, or Ridgely P. Melvin, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his,her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, her 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, her heirs, and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, its successors or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for itself, its successors and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor for itself, its successors and assigns, does hereby covenant to pay, and the said Mortgagee, her heirs, personal representatives or assigns, or Ridgely P. Melvin, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by 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 _____ for_____ 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 personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least _____ Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee __ personal representatives and assigns,

In Testimony Whereof, the said Mortgagor has caused these presents to be executed by Gibbs L. Baker, its President, and its corporate seal hereto attached, duly attested by its Secretary.

Test: (Corporate Seal) Holland Point Realty Company

Caroline P. Baker, By Gibbs L. Baker (Seal)

Secretary. President.

District of Columbia, To Wit:

I Hereby Certify, that on this 25th day of October, in the year nineteen hundred and thirty-seven before me, the subscriber, a Notary Public in and for the District of Columbia personally appeared Gibbs L. Baker, President of the Holland Point Realty Company, a body corporate, the Mortgagor named in the aforegoing Mortgage and duly acknowledged the aforegoing Mortgage to be the corporate act of said Holland Point Realty Company.

Witness my hand and Seal Notarial.

(Notarial Seal) S. A. Gentry

Notary Public. D. C.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 27th day of October, 1937, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Margaret E. Basil, the within named Mortgagee, and made oath in due form of law that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

Witness my hand and seal Notarial.

(Notarial Seal) Laura R. Jickling,

Notary Public.

For Value received I hereby assign the within mortgage to J. Oliver Clark, Assignee, for purpose of collection and foreclosure. Witness my hand and seal this 2nd day of August, 1940.

Margaret E. Branzell Margaret E. Basil (Seal)

Received for Record 15 day of August, 1940, at 3-30 o'clock P. M. and the same day recorded in Liber J. H. H. No. 122, Fol. 374, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

In the Matter of the Sale of the Mortgaged Real Estate of The Holland Point Realty Co.

No. 8068 Equity.

In The Circuit Court For Anne Arundel County.

Bond -- Filed & Approved this 30th. day of August, 1940. John H. Hopkins, 3rd.,Clerk.

Know All Men By These Presents:

That we, J. Oliver Clark, Assignee 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 Fifteen Hundred ($1500.00) 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 thirtieth day of August in the year of our Lord

1940.

Whereas, the above bounden J. Oliver Clark, Assignee by virtue of the power contained in a mortgage from Holland Point Realty Company to Margaret E. Basil bearing date the 23rd day of October, 1937 and recorded among the mortgage records of Anne Arundel County in Liber F A M 172 No. Folio 372 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, 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.

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

Signed, sealed and delivered
in the presence of
Lawrence L. Merrill
Attest;
Lawrence L.Merrill

J. Oliver Clark, (Seal)
Assignee
(Corporate Seal) Fidelity and Deposit Company of Maryland
By J. Oliver Clark,
Attorney in fact.

In the Matter of the Sale of the
Mortgaged Real Estate of
Holland Point Realty Co.

No. 8068 Equity.
In The Circuit Court For
Anne Arundel County.

Statement of Mortgage Debt. --Filed 12" February, 1941.

Date of Loan	10/23/37
Original Amount of Loan	$1500.00
Unpaid interest from 10/23/ 39 to 8/30/40	76.75
1938 St. & Co. taxes - Paid by Mortgagee	46.68
1939 St. & Co. taxes - Paid by Mortgagee	46.78
1940 St. & Co. taxes - Paid by Mortgagee	44.71
Total ----------	$1714.92

Margaret E. Basil

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 12th day of February, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Margaret E. Basil, the Mortgagee in the above entitled cause, and she 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 E. Branzell
Notary Public.

In the Matter of the Sale of the Mortgaged Real Estate of The Holland Point Realty Company.

No. 8068 Equity. In the Circuit Court for Anne Arundel County.

Assignee's Report of Sale -- Filed Sept. 7th., 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 The Holland Point Realty Company, dated the 23rd day of October, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. 172 folio 372, the said J. Oliver Clark, as the Assignee of said mortgage, by short assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, and also by handbills distributed throughout the vicinity of the property and elsewhere, did on Friday, August 30th, 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 Margaret E. Basil at and for the sum of One Thousand Dollars ($1000.00), she being at that figure the highest bidder therefore, the said property being the following:

All those four lots or parcels of ground situate in the Eighth Election District of Anne Arundel County, Maryland, in the development known as "North Beach Park, a redivision of Holland Point Addition to North Beach", which said lots are designated as Lots Nos. 11, 12, 13 and 14 in Block No. 14 on the plat of said "North Beach Park, a redivision of Holland Point Addition to North Beach", duly recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. No. 2 folio 70. Being a portion of the property conveyed to The Holland Point Realty Company by Gibbs L. Baker and wife, by deed dated August 14, 1934, and recorded among the Land Records aforesaid in Liber W. M. B. No. 132 folio 218.

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

Terms of Sale: A deposit of $300.00 will be required of the purchaser at the time of the sale, and the balance of the purchase money with interest thereon at the rate of 6% per annum to be paid in cash upon final ratification of sale. Taxes and insurance to be adjusted as of the date of this sale.

Respectfully submitted,

J. Oliver Clark, Assignee.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 6th day of September, 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 facts 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 7th day of September, 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 9th., day of October, 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 9th., day of October, 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., December 2, 1940.

We hereby certify, that the annexed Order Nisi--Eq. 8068 - Holland Point Realty Co. - 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 9th day of October, 1940. The first insertion being made the 12th day of September, 1940.

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

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 3rd day of December, 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 Assignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin, Judge.

In The Matter of the Sale of the Mortgaged Real Estate of The Holland Point Realty Company

No. 8068 Equity.
In The Circuit Court for Anne Arundel County.

Auditor's Report and Account. -- Filed February 26" 1941.

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 The Holland Point Realty Company in ac. with J. Oliver Clark, Assignee.

To Assignee for fee	$50.00	$
To Assignee for Commissions	58.00	108.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	11.65	
Auditor	9.00	30.65

To Amounts brought forward	$	$138.65
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	19.50	
Capital-Gazette Press - handbills	4.75	
Capital-Gazette Press - Order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
Clerk of Court - recording assignment	.75	
George W. Scible - auctioneer	11.00	
The Annapolis Agency - bond premium	10.00	
M. E. Branzell - notary fees	1.00	
One-half Federal revenue stamps	.55	
One-half State revenue stamps	.50	58.05
To Assignee for Taxes, viz:		
1938 State and County taxes	46.68	
1939 State and County taxes	46.78	
1940 State and County taxes ($44.71-adj)	29.81	123.27
To Margaret E. Basil, mortgagee - this balance on account mortgage claim		680.03
		$1,000.00

Amount of mortgage claim filed $1,576.75

Cr. Amount allowed as above 680.03

Balance subject to decree in personam $ 896.72

Cr. Aug. 30, 1940 Proceeds of Sale $1,000.00

ORDER NISI

Ordered, This 26th., day of February, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 29th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th., day of March next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., April 11 - 1941.

We hereby certify, that the annexed- Order Nisi - Holland Point 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, 1941. The first insertion being made the 27th day of February, 1941.

The Capital-Gazette Press, Inc.

By Ruth Gott.

In the Circuit Court for Anne Arundel County.

Ordered By The Court, this 1st day of May, 1941, 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.

Emil A. Budnitz, Assignee,
vs.
Eden E.Gardner and Madlyn Gardner,his wife.

No. 8086 Equity.
In The Circuit Court For
Anne Arundel County.

Order to docket suit etc. -- Filed Sept. 26th., 1940.

Mr. Clerk:

Please docket the above suit and file the within mortgage and short assignment of mortgage as Exhibit "A".

Emil A. Budnitz, Assignee.

Mortgage -- Filed Sept. 26" 1940.

This Mortgage, Made this 20th., day of October, in the year of one thousand nine hundred and twenty-seven, between Eden E. Gardner and Madlyn Gardner, his wife, of the City of Baltimore, in the State of Maryland, Mortgagors, and the Scott Street Loan and Savings Association No. 1 of Baltimore City, a body corporate, duly incorporated, Mortgagee. Whereas the said Eden E. Gardner and Madlyn Gardner, his wife, being members of the said body corporate, have received therefrom an advance of Three Thousand Dollars, to be applied to the payment of the purchase money for the property hereinafter described, on their thirty shares of its stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

Now therefore, this Mortgage Witnesseth, that in consideration of the premises and of one dollar, the said Eden E. Gardner and Madlyn Gardner, his wife, do grant unto The Scott Street Loan and Savings Association No. 1 of Baltimore City, and its assigns, all those two lots or parcels of ground situate and lying in Anne Arundel County, State of Maryland and described as follows:

Beginning for the first on the northeast side of Lemont Avenue, at the distance of six hundred feet northwesterly from the northernmost corner of Lemont and Urban Avenues; and running thence at right angles with Lemont Avenue, north thirty-seven degrees east one hundred feet; thence parallel with Lemont Avenue, north fifty-three degrees west one hundred and fifty-four and three-tenths feet to the southeast side of the Telegraph Road; thence on said Road south thirty-eight and one-quarter degrees west one hundred and two one-hundredths feet to the northeast side of Lemont Avenue; and thence on the same south fifty-three degrees east one hundred and fifty-six and forty-five one-hundredths feet to the place of beginning.

Beginning for the second on the northeast side of Lemont Avenue, at the distance of six hundred feet northwesterly from the northernmost corner of Lemont and Urban Avenues; and running thence on the the northeast side of Lemont Avenue, south fifty-three degrees east fifty feet; thence at right angles thereto north thirty-seven degrees east, one hundred feet; thence north fifty-three degrees west fifty feet; and thence south thirty-seven degrees west one hundred feet to the place of beginning. The

Being the same two lots of ground described in a deed from David Scarlett Ross to the said Mortgagors, bearing even date herewith and intended to be recorded prior hereto.

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

To Have and To Hold the said lot of ground and premises unto the said body corporate, its successors and assigns, in fee simple.

If, however, the said Mortgagor shall make the payments perform the covenants on their part herein contained, then this Mortgage shall be void.

It Is Agreed between the Mortgagors and the Mortgagee that upon the sale of said Mortgaged premises by the Mortgagors without the consent of the said Mortgagee the whole of said Mortgage debt shall be deemed due and demandable; it is also agreed between the parties hereto that if said Mortgagors shall make default in said weekly payments hereinbefore covenanted to be made and said default shall continue for a period of thirteen weeks, the entire mortgage loan hereby secured shall become due and demandable.

Also to pay to said Mortgagee or its assigns, weekly the sum of _____ to be applied to the payment of taxes and water rent on said property.

And the said Mortgagors, for themselves, their heirs, executors, administrators and assigns, covenant with the said body corporate, and its assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, or its assigns, Weekly, the sum of Seven Dollars and Fifty Cents until the entire amount of said advance shall have been repaid; also to pay to said Mortgagee or its assigns, weekly the sum of Three Dollars and Sixty Cents as interest and premium on said advance; allowing, however, for every One Hundred Dollars repaid as regular weekly dues an abatement of twelve cents. also to pay all taxes for which the property hereby mortgaged may become liable, when payable; also to pay all fines that may be imposed on them by the said Mortgagee in accordance with its act of incorporation, Constitution and By-Laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the Mortgagee, in some company acceptable to the said Mortgagee:

And it is agreed, that until default is made, the Mortgagors or their assigns, may retain possession of the mortgaged property.

And it shall be lawful for the said body corporate, its successors and assigns, or Emil Budnitz, its Attorney or Agent, at any time after default in any of the conditions of the Mortgage shall have continued for thirteen weeks, to sell the property hereby mortgaged; or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the manner following, viz.: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of Fifty dollars and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the Mortgagors, their

personal representatives or assigns, or to whoever may be entitled to the same.

Witness the hands and seals of the said Mortgagors.

Test: Eden E. Gardner (Seal)

Ralph L. Poehlmann Madlyn Gardner (Seal)

State of Maryland, City of Baltimore, to wit:

I hereby certify, that on this 20th day of October, in the year of one thousand nine hundred and twenty-seven, before me, a Notary Public, of the State of Maryland, in and for the county aforesaid, personally appeared Eden E. Gardner and Madlyn Gardner, his wife, the Mortgagors named in the foregoing Mortgage and severally acknowledged the aforegoing Mortgage to be their act. At the same time also appeared August F. Becker, the President of the corporation aforesaid and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

As Witness my hand and Notarial Seal.

(Notarial Seal) Ralph L. Poehlmann

Notary Public.

Baltimore, Md., September, 24, 1940.

For value received, The Scott Street Loan and Savings Association No. 1 of Baltimore City hereby assigns all its right, title and interest in and to the aforegoing mortgage unto Emil A. Budnitz for the purpose of foreclosure.

As witness the corporate seal of the said body corporate and the signature of Harrison M. Sandrock, its President.

Test: Harrison M. Sandrock,Pres,

Emil A. Budnitz

Received for Record 26 day of Sept. 1940, at 2 o'clock P. M. and the same day recorded in Liber F. S. R. No. 16, Fol. 120, Land Records of Anne Arundel County.

John H. Hopkins, 3rd.,Clerk.

Emil A. Budnitz, Assignee, No. 8086 Equity.

vs. In The Circuit Court For

Eden E. Gardner and Madlyn Gardner, his wife. Anne Arundel County.

Bond --Filed & Approved this 12" day of Dec. 1940.--John H. Hopkins, 3rd.,Clerk.

Know All Men by These Presents:

That we Emil A. Budnitz, 10 E. Lexington Street, Baltimore, Maryland, as Principal, and Indemnity Insurance Company of North America, a Corporation of the State of Pennsylvania, Philadelphia, Pennsylvania, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty Five Hundred 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 5th day of December in the year nineteen hundred and forty.

Whereas, the above bounden Emil A. Budnitz by virtue of the power contained in a mortgage from Eden E. Gardner and Madlyn Gardner, his Wife, to The Scott Street Loan and Savings Association No. 1 of Baltimore City bearing date the 20th day of October nineteen hundred and twenty seven and recorded among the Mortgage Records of Anne Arundel County in

Liber F. S. R. No. 16 Folio 118 and Emil A. Budnitz 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 Emil A. Budnitz do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed, and Delivered — Emil A. Budnitz (Seal)

in the presence of — Indemnity Insurance Company of

Helen T. Schafer (Corporate Seal) North America.

Frank O. Buchman — By Bernard A. Grob, Attorney-in-fact.

By Richard P. Henneberger,

Attorney-in-Fact.

Emil A. Budnitz, Assignee, — No. 8086 Equity.

vs. — In The Circuit Court For

Eden E. Gardner and Madlyn Gardner, his wife. — Anne Arundel County.

Statement of Mortgage Claim. -- Filed Dec. 12", 1940

Statement of the Mortgage Claim of The Scott Street Loan and Savings Association No. 1 of Baltimore City under the mortgage from Eden E. Gardner and Madlyn Gardner, his wife, to The Scott Street Loan and Savings Association No. 1 of Baltimore City dated the 20th day of October, 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 16, folio 118 etc.

Amount of mortgage loan	$3000.00
By dues to date	314.75
	2685.25
By Credit in expense account	2.58
	2682.67
To interest to date of sale	316.00
Balance due Association	$2998.67

Edward F. Grace, Secretary.

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 10th day of December, in the year one thousand nine hundred and forty, before me the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Edward F. Grace, the Secretary of The Scott Street Loan and Savings Association No. 1 of Baltimore City, 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.

(Notarial Seal) — Emil Aird Budnitz,

Notary Public.

Report of Sale. --Filed Dec. 23rd., 1940.

To The Honorable, The Judge of Said Court:

The Report of Sale of Emil A. Budnitz, 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 Eden E. Gardner and Madlyn Gardner, his wife, to The Scott Street Loan and Savings Association No. 1 of Baltimore City, dated the 20th day of October, 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 16, folio 118 &c., the said Emil A. Budnitz 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 Southern Maryland Times, a newspaper printed and published in Anne Arundel County, and also by the distribution of handbills, did on Monday, December 23rd, 1940, at 10.30 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 Emil A. Budnitz, Assignee as aforesaid, then and there sold the said property to The Scott Street Loan & Savings Association No. 1 of Baltimore City at and for the sum of $1000.00, it being then and there the highest bidder therefor, the said property being the following:

Beginning for the first on the northeast side of Lemont Avenue at the distance of six hundred feet northwesterly from the northernmost corner of Lemont and Urban Avenues, and running thence at right angles with Lemont Avenue north thirty-seven degrees east one hundred feet; thence parallel with Lemont Avenue north fifty-three degrees west one hundred and fifty-four and three-tenths feet to the southeast side of the Telegraph Road; thence on said Road south thirty-eight and one-quarter degrees west one hundred and two one-hundredths feet to the northeast side of Lemont Avenue, and thence on the same south fifty-three degrees east one hundred and fifty-six and forty-five one-hundredths feet to the place of beginning.

Beginning for the second on the northeast side of Lemont Avenue at the distance of six hundred feet northwesterly from the northernmost corner of Lemont and Urban Avenues; and running thence on the northeast side of Lemont Avenue south fifty-three degrees east fifty feet; thence at right angles thereto north thirty-seven degrees east one hundred feet; thence north fifty-three degrees west fifty feet, and thence south thirty-seven degrees west one hundred feet to the place of beginning.

(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 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,

Emil A. Budnitz, Assignee.

State of Maryland, Baltimore City, to wit:

I Hereby Certify, that on this 23rd day of December, 1940, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally

appeared Emil A. Budnitz, Assignee as aforesaid, and he 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) Helen T. Schafer.

Notary Public.

ORDER NISI

Ordered, this 23rd., day of December, 1940, That the sale of the property mentioned in these proceedings made and reported by Emil A. Budnitz, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 24th day of January 1941 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 January 1941 next.

The report states that the amount of sales to be $1000.00

John H. Hopkins, 3rd., Clerk.

Office of The Southern Maryland Times, Annapolis, Maryland.

Certificate of Publication.

This is to Certify That the annexed advertisement of Order Nisi on Sale was inserted in The Southern Maryland Times, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th., day of January,1941. that is to say, the same was inserted in the issues of December 26, January 3, 10, 1941.

The Southern Maryland Times

Thomas L. Christian

Business Manager.

By: Jeannette Cadell

Ordered By The Court, This 6th day of February, 1941 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.

Emil A. Budnitz, Assignee, No. 8086 Equity.

vs. In The Circuit Court For

Eden E. Gardner and Wife Anne Arundel County.

Auditor's Report and Account. -- Filed 12 February, 1941.

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. Emil A. Budnitz, Assignee, vs. Eden E. Gardner and Wife in ac. with Emil A. Budnitz, Assignee.

To Assignee for fee	$50.00	$
To Assignee for commissions	58.00	108.00

To Amount brought forward	$	$108.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	12.00	
Auditor	9.00	31.00
To Assignee for Expenses, viz:		
Southern Maryland Times - advertising sale	26.00	
Southern Maryland Times - handbills	6.50	
Southern Maryland Times - order nisi on report of sale	5.00	
Southern Maryland Times - order nisi on auditor's acct.	5.00	
Clerk of Court - recording assignment	.75	
Lauber & Roloson, Inc. - bond premium	10.00	
Harrison M. Sandrock - auctioneer	10.00	
Notary fees	.50	
One-half Federal revenue stamps	.55	
One-half State revenue stamps	.50	64.80
To Assignee for Taxes, viz:		
1940 State and County taxes ($38.54-adj)		37.70
To The Scott Street Loan & Savings Ass'n #1 of Baltimore City, mortgagee - this balance on account mortgage claim		758.50
		$1,000.00

Amount of mortgage claim filed $2,998.67

Cr. Amount allowed as above 758.50

$2,240.17

Cr. Dec. 23, 1940.

Proceeds of Sale $1,000.00

ORDER NISI

Ordered, This 12" day of February, 1941, 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 18" 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 18" 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 18th day of March, 1941 that is to say the same was inserted in the issues of February 14, 21, 28, 1941.

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 28th day of April, 1941, 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 Dorcas J. Claude and W. Hallam Claude, her husband, and Dorcas M. Tuck, single.

No. 8033 Equity.
In The Circuit Court For
Anne Arundel County.

Mr. Clerk:

Please docket this suit, and record the Assignment.

Eugene P. Childs, Assignee.

Ex

Original Mortgage -- filed June 26" 1940.

This Mortgage, Made this first day of July, A. D. 1935, by and between Dorcas J. Claude and W. Hallam Claude, her husband, and Dorcas M. Tuck, Single, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and the Annapolis Banking and Trust Company, a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

Whereas, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Eleven Thousand Dollars ($11,000.00), with interest from date at the rate of five per centum (5%) per annum until paid, principal and interest being payable at the office of said Annapolis Banking and Trust Company, in Annapolis, Maryland, in monthly installments of Seventy-four and 84/100 Dollars ($74.84), commencing on the first day of August, 1935, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 1954.

Privilege is reserved to pay this debt in whole, or in an amount equal to the monthly payment above provided for, or in multiples thereof, on the first day of any month prior to maturity: Provided, However, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, provided that the time of prepayment is more than two years before the matur-

ity date; and a premium charge of one-half of one percent (½%) of the original principal amount hereof, provided that such time of prepayment is two years or less before such maturity date; such payment to be applied by the holder hereof upon the obligation of the undersigned to the Federal Housing Administrator.

And Whereas, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

Now, Therefore, This Mortgage Witnesseth, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

All that lot of ground situate on the northeast side of Southgate Avenue, in said City of Annapolis, Maryland, which is described as follows:

Beginning For The Same at a point in the northeast line of Southgate Avenue at a pin in the centre of Lot No. 3 in a plan hereinafter referred to, distant 100 feet South 54 degrees east from the point of intersection of said line of Southgate Avenue with the southeast line of Franklin Street, as said Street and Avenue are laid down on Melvin's Plan of Murray Hill filed among the Land Records of Anne Arundel County in Liber G. W. No. 1 folio 17, and running thence along said Southgate Avenue South 54 degrees East, 60 feet to a pin at the corner of Lot No. 5 in said plan; thence North 36 degrees East along the line of said Lot No. 5, 125 feet to a pin; thence North 54 degrees West, 60 feet to a pin in the centre of Lot No. 3; and thence South 36 degrees West, through the centre of said Lot No. 3, 125 feet to a pin in the northeast line of Southgate Avenue at the place of beginning.

Being Lot No. 4 and the adjoining one-half of Lot No. 3, as laid down on a certain plan attached to, and recorded with, a deed from James D. Murray, dated May 27, 1905, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 41 folio 411.

Being, Also, the identical property which was conveyed unto the said Dorcas J. Claude by Charles H. Prescott, Jr., Trustee, by deed dated December 10, 1924, and recorded among the Land Records aforesaid in Liber G. W. No. 92 folio 429, and which, by deed dated and left for record simultaneously with these presents, the said Dorcas J. Claude and W.Hallam Claude, her husband, conveyed to J. Oliver Clark, Trustee, the fee simple title to said property having become vested in the above named Mortgagors, as joint tenants and not as tenants in common, by deed from the said J. Oliver Clark, Trustee, dated and left for record simultaneously with these presents.

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

To Have And To Hold the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple.

Provided, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly re-

leased by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of one-half of one per centum (½%) of the original principal amount of said debt for the purpose of putting the Mortgagee in funds with which to discharge the Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of title II of the National Housing Act and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Administrator.

(b) A sum equal to one-twelfth (1/12) of one-half of one per centum (½%) of the amount of principal then remaining unpaid as a service charge, which sum is more particularly to cover the expenses of handling the monthly payments on account of taxes, assessments, and fire and other hazard insurance hereinafter provided for, and to cover the other servicing costs in connection with this mortgage and the mortgage debt hereby secured.

(c) An installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage; and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazard as may be reasonably required ------ by the Mortgagee in amounts and in a company or companies satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become due. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums and taxes and assessments when due.

(d) All payments mentioned in the three preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth.

(1) premium charges under the contract of insurance with the Federal Housing Administrator;

(11) service charge as set forth in subsection (b) above;

(111) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(1V) interest on the mortgage debt secured hereby; and

(V) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (c) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments of the same nature to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (c) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments, or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provision of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (c) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, the Mortgagee shall be, and hereby is, authorized and empowered to apply, at the time of the commencement of such proceedings,the balance then remaining in the funds accumulated under (c) of paragraph I preceding, as a credit against the amount of principal then remaining unpaid on the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents, for which provision has not been made herein before, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, /shall bear interest at the rate of six per centum (6%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid

by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of ten (10) days, the whole mortgage debt intended hereby/to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or Ridgely P. Melvin, 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 following manner, 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 or the party making the sale, 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 counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making --- sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; 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 any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

And the said Mortgagor hereby covenants and agrees that immediately upon the first in-- sertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him 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 the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or 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, interest, costs expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness the signature(s)and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness: Dorcas J. Claude (Seal)

Laura R. Jickling W.Hallam Claude (Seal)

Dorcas M. Tuck (Seal)

State of Maryland, Anne Arundel County to wit:

I Hereby Certify, That on this 31st day of March, 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Dorcas J. Claude and W. Hallam Claude, her husband, and Dorcas M. Tuck, Single, the above named Mortgagors, and duly acknowledged the foregoing Mortgage to be their act.

At the same time also appeared Ridgely P. Melvin, the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(Notarial Seal) Laura R. Jickling,

Notary Public.

For Value Received, The Annapolis Banking & Trust Company hereby assigns the foregoing mortgage and debt thereby secured to The Baltimore Life Insurance Company this 10th day of May, 1938, without recourse and without impliedly or expressly warranting any of the matters contained in or which went to the making of this instrument.

J. P. Sterling, Andrew A. Kramer,

Secretary. Executive Vice-President.

Received for Record 18 May, 1938 at 9-45 A. M. Same day Recorded in Liber F. A. M. No. 150 Folio 84 etc., one of the Records of A. A. County, and examined.

Frank A. Munroe, Clerk.

For Value Received, The Baltimore Life Insurance Company of Baltimore City hereby assigns the within mortgage unto Eugene P. Childs, for purposes of foreclosure.

Witness the corporate signature and seal of said Assignor this 18th day of June, 1940.

Attest: The Baltimore Life Insurance Company

By J. Brookes Smith, (Corporate Seal) of Baltimore City.

Secretary By Arthur R. German, President

Received for Record 26 day of June, 1940, at 2:45 o'clock P. M. and the same day recorded in Liber F. A. M. No. 150, Fol. 84, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

In the Matter of the Sale of the Mortgaged Real Estate of Dorcas J. Claude and husband, and others.

No. 8033 Equity.
In The Circuit Court For
Anne Arundel County.

Statement of Mortgage Claim. -- Filed June 28th., 1940

Balance due on account of Principal of Mortgage from Dorcas J. Claude and others, dated the 1st day of July in the year 1935 and recorded among the land record books of Anne Arundel County in Liber F. A. M. No. 150 folio 79 ---------- $9,247.51

Interest from January 1, 1940 to June 26, 1940, 177 days @ 5% ------- 228.61

9,476.12

Less, Credit to Expense Account ---------- 198.99

Amount due thereon ---------- $9,277.13

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 24th day of June in the year 1940, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared Chester F. Morrow, Treasurer of the Baltimore Life Insurance Company of Baltimore, and made oath in due form of law that the above Statement of Mortgage Claim was taken from the books of the Company, and is true and correct, and that he was authorized to take this affidavit.

Witness my hand and seal Notarial.

(Notarial Seal) Elizabeth C. Weber
Notary Public.

Bond -- Filed & Approved July 23rd., 1940. John H. Hopkins, 3rd.,Clerk.

Know All Men By These Presents:

That we, Eugene P. Childs, as Principal, and Royal Indemnity Company, a corporation of the State of New York and authorized to do business in Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Ten Thousand and No/100 Dollars, to be paid to the said State or its certain Attornies; to which payment well and truly to be made and done, we bind ourselves, and each of us, our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 22nd day of July in the year 1940

Whereas, the above bounden Eugene P. Childs by virtue of the power contained in a mortgage from Dorcas J. Claude and W. Hallam Claude, Husband and Dorcas M. Tuck, Single, to Annapolis Banking and Trust Company assigned to The Baltimore Life Insurance Company bearing date July 1, 1935 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 150, Folio #79, and assigned to Eugene P. Childs, said assignment recorded among the aforesaid Land Records in Liber F. A. M. 150, Folio #84, and the said Eugene P. Childs is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified and in the conditions and covenants therein contained.

Now The Conditions Of This Obligation Are Such That If The Above bounden Eugene P. Childs do and shall well and truthfully 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 by law.

Signed, Sealed, and Delivered — Eugene P. Childs, (Seal)
Attest: — Assignee.

Wilhelmina P. Hopkins, (Corporate Seal) — Royal Indemnity Company
Attest: — By: Frank M. Fossett
L. Marsey. — Attorney-in-Fact.

In The Matter of the Sale of the Mortgaged Real Estate of Dorcas J. Claude and W. Hallan Claude, her husband and Dorcas M. Tuck, single.

No. 8033 Equity.
In The Circuit Court For
Anne Arundel County.

Report of Sale, Purchaser's Agreement, Auctioneer's Certificate and Order Nisi.

Filed July 23rd., 1940

To the Honorable, the Judges of said Court.

The Report of Sale of Eugene P. Childs, Assignee of the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Dorcas J. Claude and W. Hallam Claude, her husband, and Dorcas M. Tuck, single, dated the first day of July in the year 1935 and recorded in Liber F. A. M. No. 150 folio 79, one of the land record books of Anne Arundel County, the said Eugene P. Childs, Assignee of the aforesaid mortgage to make sale of the property therein described, in case of default, and default having occurred thereunder, the said Assignee after having given due notice of the time, place, manner and terms of sale by advertisement in the Evening Capital and Maryland Gazette, newspapers published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described at public auction, at the Court House Door in the City of Annapolis, Maryland, on Tuesday, July 23, 1940 at 11 o'clock, A. M. and then and there sold the said property to The Baltimore Life Insurance Company of Baltimore City, at and for the sum of Six thousand Dollars ($6000.00), it being at that figure the highest bidder therefor, said property being the following,

All that lot of ground situate on the northeast side of Southgate Avenue, in said City of Annapolis, Maryland, which is described as follows: Beginning For The Same at a point in the northeast line of Southgate Avenue at a pin in the centre of Lot No. 3 in a plan hereinafter referred to, distant 100 feet South 54 degrees east from the point of intersection of said line of Southgate Avenue with the southeast line of Franklin Street, as said Street and Avenue are laid down on Melvin's Plan of Murray Hill filed among the Land Records of Anne Arundel County in Liber G. W. No. 1 folio 17, and running thence along said Southgate Avenue South 54 degrees East 60 feet to a pin at the corner of Lot No. 5 in said plan; thence North 36 degrees East along the line of said Lot No. 5, 125 feet to a pin; thence North 54 degrees West 60 feet to a pin in the centre of Lot No. 3; and thence South 36 degrees West, through the centre of said Lot No. 3, 125 feet to a pin in the northeast line of Southgate Avenue at the place of beginning.

Being Lot No. 4 and the adjoining one-half of Lot No. 3, as laid down on a certain plan attached to, and recorded with, a deed from James D. Murray, dated May 27, 1905, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 41 folio 411.

This property is improved by three-story stucco building with basement under entire building, and containing three apartments, also three-car detached garage.

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 Purchasers Agreement to comply with the terms of sale which are as follows:

Terms of Sale: A deposit of five hundred dollars ($500.00) shall be required of the purchaser on day of sale, the balance to be paid in cash 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.

Eugene P. Childs, Assignee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 23rd day of July in the year 1940, 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) Wilhelmina P. Hopkins,
Notary Public.

Advertisement of Sale

Assignee's Sale of valuable Real Estate situate 20 Southgate Avenue, Annapolis, improved by a 3-Story Stucco Dwelling, designated for three apartments, and a 3-car tile and cement garage.

Pursuant to and by virtue of the powers of sale contained in a mortgage from Dorcas J. Claude and husband and others dated the 1st day of July in the year 1935, and recorded among the land record books of Anne Arundel County in Liber F. A. M. No. 150, folio 79, the undersigned as assignee of said mortgage will offer at public sale at the Court House door in the City of Annapolis, Maryland, on Tuesday, July 23rd., 1940 at 11:00 o'clock A. M.

All that lot of ground situate on the northeast side of Southgate avenue, with a frontage thereon of 60 feet and an even depth of 125 feet. Improved by a three-story stucco building with basement under entire building, and containing three apartments: 1st floor consists of kitchen, pantry, china closet, hall, living room, dining room, 2 bedrooms, sleeping porch and bath; 2nd floor, kitchen, dining room, living room, 2 bedrooms, sleeping porch and bath; 3rd floor, kitchen, pantry, dining room, living room, 2 bedrooms and bath, the first floor is of heart oak and 2nd and 3rd floors are hard wood, hot water system, three car detached garage.

This property is located in the Murray Hill section of the City of Annapolis, known for its fine homes.

Terms of Sale: A deposit of five hundred dollars ($500.00) shall be required of the

purchaser on day of sale, the balance to be paid in cash 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.

For further particulars, apply to the undersigned assignee, or to George R. Coleburn, attorney, Baltimore Life Building, Baltimore, Md.

Eugene P. Childs, Assignee.

14 Church Circle, Annapolis, Md.

Annapolis, Maryland, July 23, 1940.

This is to certify that I have this 23rd day of July in the year 1940, sold the property described on said handbill situated in the City of Annapolis and known as No. 20 Southgate Avenue, to The Baltimore Life Insurance Company of Baltimore City at and for the sum of Six Thousand Dollars ($6,000.00), it being then and there the highest bidder for said property.

Witness: Geo.W. Scible,

Wilhelmina P. Hopkins Auctioneer.

Annapolis, Maryland July 23, 1940.

I hereby certify that I have purchased, this 23rd day of July 1940, from Eugene P. Childs, Assignee, the property situated in the City of Annapolis and described more particularly by said handbill, at and for the sum of Six Thousand Dollars ($6,000.00) and do hereby agree to comply with the terms of sale.

Witness: George R. Coleburn, Atty. for

Wilhelmina P. Hopkins, Baltimore Life Insurance Company of Baltimore City.

ORDER NISI

Ordered, this 23rd day of July, 1940, 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 24th., 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 24th., day of August next.

The report states that the amount of sales to be $6,000.00.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Aug. 21, 1940.

We hereby certify, that the annexed Order Nisi --Eq. 8033 --Dorcas J. Claude-- Sale- was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of August,1940. The first insertion being made the 24th day of July, 1940.

The Capital-Gazette Press, Inc.

By A Friend.

Ordered by the Court, this 27th day of August 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.

In the Matter of the Sale of the Mortgaged Real Estate of Dorcas J. Claude and husband, et al

No. 8033 Equity.
In The Circuit Court For
Anne Arundel County.

Auditor's Report and Account -- Filed Oct. 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 Dorcas J. Claude and husband, et al in ac. with Eugene P. Childs, Assignee.

To Assignee for fee	$50.00	$
To Assignee for commissions	210.00	260.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	15.60	
Auditor	9.00	34.60
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	49.00	
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	
The A.S.Abell Co. - advertising sale	15.85	
H.M.Warfield-Roloson Co. -bond premium	40.00	
George W. Scible - auctioneer	21.00	
Clerk of Court - recording assignment	.75	
One-half Federal revenue stamps	3.30	
One-half State revenue stamps	3.00	
Wilhelmina P. Hopkins - notary fee	.50	148.90
To Assignee for Taxes, viz:		
1940 Annapolis City taxes ($139.52-adj)		8.79
To Assignee for Benefit Charges, viz:		
Annapolis Water Co. - ($34.14)		32.44
To Baltimore Life Insurance Co., mortgagee - this balance on account mortgage claim		5,595.17
		$6,079.90

To Amount brought forward $6,079.90

To Amount of mortgage claim filed $9,277.13
Cr. Amount allowed as above 5,595.17
Balance subject to decree in personam $3,681.96

Cr. July 23, 1940.

Proceeds of Sale	$6,000.00
Refund 1940 State and County taxes ($181.16-adj)	79.90
	$6,079.90

ORDER NISI

Ordered, This 2nd., day of October, 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 4th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th., day of November next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., Oct. 28, 1940

We hereby certify, that the annexed Order Nisi - 8033 Equity - Aud.Acct. - Dorcas J. Claude was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 4th day of November, 1940. The first insertion being made the 3rd day of October, 1940.

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

In The Circuit Court for Anne Arundel County

Ordered By The Court, this 7th day of February, 1941, 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 Bela Nagy and Bertha Nagy, his wife.

No. 8092 Equity.
In The Circuit Court For
Anne Arundel County.

Mr. Clerk:

Please docket this suit, file the within mortgages, pass upon and file the accompanying bond.

George E. Rullman, Assignee.

Mortgages -- filed Oct. 15" 1940. (State Stamps $5.00)

This Mortgage, Made this fifth day of April, in the year nineteen hundred and thirty-eight, between Bela Nagy and Bertha Nagy, 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 100 shares of unredeemed stock of said Association and a member thereof, have received from it an advance of Five Thousand dollars, which is the full par value of said one hundred 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 one hundred 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 Bela Nagy and Bertha Nagy, his wife, do hereby grant and convey unto the said Annapoli _ and Eastport Building Association, its successors and assigns,

First. All that tract of land situate in the Second Election District of Anne Arundel County, Maryland, on the public road leading from the Defense Highway to South River at Taylorville, containing seventy-one and one-tenth (71.1) acres of land, more or less. Being the property which was conveyed to the said Bela Nagy and Bertha Nagy, his wife and Anton Lenard and Helena Lenard, his wife, by Bernard J. Martin, single, by deed dated the 30th day of September, 1936, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 156 folio 49; the said Anton Lenard and Helena Lenard, his wife, having conveyed all of their right, title, interest and estate in and to said tract of land to the above named Mortgagors, by deed dated the 30th day of March, 1938, and intended to be recorded among the aforesaid Land Records simultaneously with these presents.

Second. All that lot of ground situate at Sylvan Shores, in the Second Election District of Anne Arundel County, Maryland, designated as Number Two Hundred and Twenty seven (227) on the plat of Sylvan Shores, recorded in Plat Book F. S. R. No. 3 folio 17, of Anne Arundel County. Being the lot of ground which was conveyed to the above named Mortgagors by Carl W. Riddick and Flossie S. Riddick, his wife, by deed dated June 6, 1936, and recorded among the aforesaid Land Records in Liber F. A. M. No. 151 folio 326.

And for the consideration hereinbefore expressed, and the further consideration of $5.00, the said Mortgagors do hereby bargain and sell, transfer and assign unto the said Mortgagee, its successors and assigns, the following described chattels and personalty located in, upon and about the premises hereinbefore secondly described; namely:

1 bookcase, 1 Philco radio, 1 table, 1 davenport; 1 studio couch, 2 chairs, 1 dresser; 1 kitchen cabinet, 1 table, 2 chairs, 1 ice box and 1 electric range.

It is hereby agreed by the Mortgagors as a condition of this mortgage that, in the event of default in any of the covenants hereof, the Mortgagee, its successors and assigns, shall be entitled to collect and receive all income and rent from the mortgaged premises; and for the purpose of giving effect to this agreement, the said Mortgagors hereby assign to the said Mortgagee the said income and rent, the same to be effective immediately upon default under this mortgage.

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

To have and to hold the above described parcel of ground and premises unto and to the use and benefit of said Annapolis and Eastport Building Association, its successors and assigns forever.

Provided, That if the said mortgagors shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this mortgage shall be void.

And the said mortgagors, for themselves, their heirs, executors, administrators and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows, viz: To pay to the said mortgagee, its successors and assigns, on the principal sum, the weekly sum of Ten dollars being Ten cents on each share every Saturday night in each week regularly and promptly, for the period of four years from the date hereof, or until the aggregate of said weekly payments so made, shall, exclusive of all losses and liabilities and fines and penalties imposed, amount to the said advanced sum of Five thousand dollars, and to pay as interest on said advanced sum on every Saturday night during said period, the further weekly sum of six cents on each of said shares of stock, the said weekly interest of six cents ceasing on each share only when the par value thereof (fifty dollars) clear of all losses and liabilities, fines and panalties, 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 Five thousand dollars, and have the policy of insurance so endorsed or assigned that the same shall enure to the benefit of said mortgagee, its successors or assigns, in the event of loss or damage, to the extent of its or their claim hereunder.

The said weekly payments shall continue to be made as herein specified, and the covenants shall remain in force until the aggregate of the weekly sums aforesaid paid by said mortgagors, during the continuance of this mortgage, exclusive of all fines, penalties and liabilities imposed hereunder, shall amount to the said advanced sum and the interest chargeable thereon.

And it is agreed that until default be made in the premises, the said mortgagors may use and occupy the hereby mortgaged property.

But if default be made in the payment of any of the said weekly sums of money, or in the performance of the covenants or conditions herein mentioned on the part of the said mortgagors, or either of them, then the whole mortgage debt hereby intended to be secured, shall be deemed due and demandable and the said mortgagee, its successors or assigns, or 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: Bela Nagy (Seal)

Laura R. Jickling. Bertha Nagy (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this fifth day of April, in the year nineteen hundred and thirty-eight, before me, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Bela Nagy and Bertha Nagy, his wife, and acknowledged the foregoing mortgage to be their act.

And at the same time also personally appeared T. Roland Brown, the President of the Annapolis and Eastport Building Association, and made oath in due form of law that the consideration named in the foregoing mortgage, is true and bona fide as therein set forth.

Witness my hand and notarial seal.

(Notarial Seal) Laura R. Jickling

Notary Public.

For value received, The Annapolis & Eastport Building Association of the City of Annapolis, Maryland, hereby assigns the aforegoing mortgage and the debt thereby secured to George E. Rullman for purposes of foreclosure, this 26th day of August, 1940.

Attest: The Annapolis & Eastport Building

D.J.Thompson, (Corporate Seal) Association of the City of Annapolis,

Treasurer. Maryland,

By T. Roland Brown, President.

Received for Record 15 day of Oct. 1940, at 2-30 o'clock P. M. and the same day recorded in Liber F. A. M. No. 170, Fol. 417, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk

Mortgage --- (State Stamps $1.40)

This Mortgage, Made this twenty-seventh day of January, in the year nineteen hundred and thirty-nine between Bela Nagy and Bertha Nagy, his wife, of Anne Arundel County, State of Maryland, Mortgagors, and the Annapolis and Eastport Building Association, of the City of Annapolis, Maryland, a body corporate under the Laws of said State, mortgagee.

Whereas, the said Mortgagors being the holders of 28 shares of unredeemed stock of said Association and a member thereof, have received from it an advance of Fourteen Hundred dollars, which is the full par value of said twenty-eight shares of stock when fully paid up and completed, in the contemplation of the object and purposes of said Association, and in order to secure the full payment of said twenty-eight 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 tne sum of one dollar, the said Bela Nagy and Bertha Nagy, his wife, do hereby grant and convey unto the said Annapoli_ and Eastport Building Association, its successors and assigns,

(1). All that tract of land situate in the Second Election District of Anne Arundel County, Maryland, on the public road leading from the Defense Highway to South River, at Taylorsville, containing seventy-one and one-tenth (71.1) acres of land, more or less. Being the property which was conveyed to the said Bela Nagy and Bertha Nagy, his wife, Anton Lenard and Helena Lenard, his wife, by Bernard J. Martin, single, by deed dated September 30, 1936, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 156 folio 49; the said Anton Lenard and Helena Lenard, his wife, having conveyed all of their right, title, interest and estate in and to said tract of land to the above named Mortgagors, by deed dated the 30th day of March, 1938, and recorded among the aforesaid Land Records in Liber F. A. M. No. 180 folio 28.

(2). All that lot of ground situate in Sylvan Shores, in the Second Election District of Anne Arundel County, Maryland, designated as No. Two Hundred and Twenty Seven (227) on the Plat of Sylvan Shores, recorded in Plat Book F. S. R. No. 3 folio 17, of Anne Arundel County. Being the lot of ground which was conveyed to the above named Mortgagors by Carl W. Riddick and Flossie S. Riddick, his wife, by deed dated the 6th day of Jun, 1936, and recorded

among the aforesaid Land Records in Liber F. A. M. No. 151 folio 326.

And for the consideration hereinbefore expressed, and the further consideration of Five Dollars ($5.00), the said Mortgagors do hereby bargain and sell, transfer and assign unto the said Mortgagee, its successors and assigns, the following described chattels and personalty located in, upon and about the premises hereinbefore secondly described; namely: 1 bookcase, 1 Philco radio, 1 table, 1 davenport, 1 studio couch, 2 chairs, 1 dresser, 1 kitchen cabinet, 1 table, 2 chairs, 1 ice box and 1 electric range.

It is hereby agreed by the Mortgagors as a condition of this mortgage that, in the event of default in any of the covenants hereof, the Mortgagee, its successors and assigns, shall be entitled to collect and receive all income and rent from the mortgaged premises; and for the purpose of giving effect to this agreement, the said Mortgagors hereby assign to the said Mortgagee the said income and rent, the same to be effective immediately upon default under this mortgage.

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

To have and to hold the above described parcel of ground and premises unto and to the use and benefit of said Annapolis and Eastport Building Association, its successors and assigns forever.

Provided, That if the said mortgagors shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this mortgage shall be void.

And the said mortgagors, for themselves, their heirs, executors, administrators and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows, viz: To pay to the said mortgagee, its successors and assigns, on the principal sum, the weekly sum of Seven 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 Fourteen Hundred dollars, and to pay as interest on said advanced sum on every Saturday night during said period, the further weekly sum of six cents on each of said shares of stock, the said weekly interest of six cents ceasing on each share only when the par value thereof (fifty dollars) clear of all losses and liabilities, fines and penalties, shall have been repaid.

To pay all ground rent, taxes and assessments of all kinds for which the hereby mortgaged property now is or may hereafter become liable when payable.

To pay all fines and penalties that may be imposed on the said Mortgagors by the said Association in accordance with its charter, constitution and by-laws, which are made a part of this mortgage, for failure to pay each and every of said weekly sums at the time limited, or perform any other obligation required of them hereunder, or under said constitution and by-laws, and to keep the buildings on said lot of ground insured against loss or damage by fire to at least the amount of Fourteen Hundred dollars, and have the policy of insurance so endorsed or assigned that the same shall enure to the benefit of said mortgagee, its successors or assigns, in the event of loss or damage, to the extent of its or their claim hereunder.

The said weekly payments shall continue to be made as herein specified, and the covenants shall remain in force until the aggregate of the weekly sums aforesaid paid by said mortgagors, during the continuance of this mortgage, exclusive of all fines, penalties and liabilities imposed hereunder, shall amount to the said advanced sum and the interest chargeable thereon.

And it is agreed that until default be made in the premises, the said mortgagors may use and occupy the hereby mortgaged property.

But if default be made in the payment of any of the said weekly sums of money, or in the performance of the covenants or conditions herein mentioned on the part of the said mortgagors, or either of them, then the whole mortgage debt hereby intended to be secured shall be deemed due and demandable and the said mortgagee, its successors or assigns, or George E. Rullman, 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 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 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: Bela Nagy (Seal)

Ruby W. Chaney. Bertha Nagy (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this twenty-seventh day of January, in the year nineteen hun-

dred and thirty-nine, before me, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Bela Nagy and Bertha Nagy, 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) Ruby W. Chaney,
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 26th day of August, 1940,

Attest: The Annapolis & Eastport Building

D. J. Thompson, (Corporate Seal) Association of the City of
Treasurer Annapolis, Maryland,
By T. Roland Brown, President.

Received for Record 15 day of Oct. 1940, at 2-30 o'clock P. M. and the same day recorded in Liber J. H.H. No. 183, Fol. 348, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Mortgage -- (State Stamps $3.20)

This Mortgage, Made this twenty-third day of May, in the year nineteen hundred and thirty-nine Bela Nagy and Bertha Nagy, his wife, of Anne Arundel County, State of Maryland, mortgagors, and the Annapolis and Eastport Building Association, of the City of Annapolis, Maryland, a body corporate under the Laws of said State, mortgagee.

Whereas, the said Mortgagors being the holders of sixty-three shares of unredeemed stock of said Association and a member thereof, have received from it an advance of Thirty One Hundred Fifty dollars, which is the full par value of said 63 shares of stock when fully paid up and completed, in the contemplation of the object and purposes of said Association, and in order to secure the full payment of said sixty-three 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 Bela Nagy and Bertha Nagy, his wife, do hereby grant and convey unto the said Annapolis and Eastport Building Association, its successors and assigns, in fee simple.

(1). All that tract of land situate in the Second Election District of Anne Arundel County, Maryland, on the public road leading from the Defense Highway to South River, at Taylorsville, containing seventy-one and one-tenth (71.1) acres of land, more or less. Being the property which was conveyed to the said Bela Nagy and Bertha Nagy, his wife, Anton Lenard and Helena Lenard, his wife, by Bernard J. Martin, single, by deed dated September 30, 1936, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 156 folio 49; the said Anton Lenard and Helena Lenard, his wife, having conveyed all of

their right, title, interest and estate in and to said tract of land to the above named Mortgagors, by deed dated the 30th day of March, 1938, and recorded among the aforesaid Land Records in Liber F. A. M. No. 180 folio 28.

(2). All that lot of ground situate in Sylvan Shores, in the Second Election District of Anne Arundel County, Maryland, designated as No. Two Hundred and Twenty Seven (227) on the Plat of Sylvan Shores, recorded in Plat Book F. S. R. No. 3 folio 17, of Anne Arundel County. Being the lot of ground which was conveyed to the above named Mortgagors by Carl W. Riddick and Flossie S. Riddick, his wife, by deed dated the 6th day of June, 1936, and recorded among the aforesaid Land Records in Liber F. A. M. No. 151 folio 326.

And for the consideration hereinbefore expressed, and the further consideration of Five Dollars ($5.00), the said Mortgagors do hereby bargain and sell, transfer and assign unto the said Mortgagee, its successors and assigns, the following described chattels and personalty located in, upon and about the premises hereinbefore described; namely: 1 bookcase, 1 Philco radio, I table, I davenport, I studio couch, 2 chairs, I dresser, I kitchen cabinet, I table, 2 chairs, I ice box and I electric range.

It is hereby agreed by the Mortgagors as a condition of this mortgage, that, in the event of default in any of the covenants hereof, the Mortgagee, its successors and assigns, shall be entitled to collect and receive all income and rent from the mortgaged premises; and for the purpose of giving effect to this agreement, the said Mortgagors hereby assign to the said Mortgagee the said income and rent, the same to be effective immediately upon default under this mortgage.

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

To have and to hold the above described parcel of ground and premises unto and to the use and benefit of said Annapolis and Eastport Building Association, its successors and assigns forever.

Provided, That if the said mortgagors shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this mortgage shall be void.

And the said mortgagors, for themselves, their heirs, executors, administrators and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows, viz: To pay to the said mortgagee, its successors and assigns, on the principal sum, the weekly sum of Six and 30/100 Dollars being Ten cents on each share every Saturday night in each week regularly and promptly, for the period of four years from the date hereof, or until the aggregate of said weekly payments so made, shall, exclusive of all losses and liabilities and fines and penalties imposed, amount to the said advanced sum of Thirty One 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 Thirty One 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 George E. Rullman, 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 the 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 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 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: Bela Nagy (Seal)

Ruby W. Chaney. Bertha Nagy (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this twenty-third day of May, in the year nineteen hundred and thirty-nine, before me a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Bela Nagy and Bertha Nagy, 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) Ruby W. Chaney,

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 26th day of August, 1940.

Attest: The Annapolis & Eastport Building

D. J. Thompson, (Corporate Seal) Association of the City of Annapolis,

Treasurer. Maryland,

By T. Roland Brown, President.

Received for Record 15 day of Oct. 1940, at 2-30 o'clock P. M. and the same day recorded in Liber J. H. H., No. 183, Fol. 450, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

In the Matter of the Sale of the No. 8092 Equity.

Mortgaged Real Estate of Bela Nagy In the Circuit Court For

and Bertha Nagy, his wife. Anne Arundel County.

Bond -- Filed & Approved this 15th day of Oct. 1940.--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 Ten 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 fifteenth day of October, in the year of our Lord nineteen hundred and forty.

Whereas, the above bounden, George E. Rullman, by virtue of a power contained in 3 mortgages from Bela Nagy and Bertha Nagy, his wife, to The Annapolis & Eastport Building Association, dated April 5th, 1938, January 27, 1939, May 23, 1939, and recorded in Liber F. A. M. No. 170 folio 415, and recorded in Liber J. H. H. No. 183 folios 346 and 448 etc. respectively, of the Land Record Books of Anne Arundel County, is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein; and

Whereas, such default has occurred and the said George E. Rullman is about to execute the power vested in him in said mortgage.

Now The Condition Of The Above Obligation Is Such, that if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered — George E. Rullman (Seal)

in the presence of — (Corporate Seal) — Maryland Casualty Company

Ruby W. Chaney — Chas. F. Lee of

Per Chas.F. Lee & Co.,Agts.

In the Matter of the Sale of the — No 8092 Equity.

Mortgaged Real Estate of Bela — In the Circuit Court For

Nagy and Bertha Nagy, his wife. — Anne Arundel County.

Statement of Mortgage Debt. -- Filed Oct. 16th., 1940.

Annapolis, Md.October 15,1940

Mr. and Mrs. Bela Nagy,

To The Annapolis & Eastport Building Association of the City of Annapolis, Maryland, — Dr.

To balance due on mortgage loan	$8,975.42
To interest-	674.50
To fine	18.00
	$9,667.92

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 15th day of October, 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.

In the Matter of the Sale of the — No. 8092 Equity.

Mortgaged Real Estate of Bela — In the Circuit Court For

Nagy and Bertha Nagy, his wife, — Anne Arundel County.

Assignee's Report of Sale. --Filed Nov. 12", 1940.

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:

That under and by virtue of the power of sale contained in three mortgages from Bela Nagy and Bertha Nagy, his wife, dated April 5, 1938, January 27th, 1939, and May 23, 1939, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 170 folio 415, and J. H. H. No. 183 folios 346 and 448, respectively, 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 mortgages, which assignements have been duly recorded among the aforesaid Land Records, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewnere, and after having complied with all other requisites of the mortgages and of the law for such cases made and provided, offerred the property in said mortgages described for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, November 12, 1940, at eleven o'clock A. M. The property was offered separately and then as a whole, and no bid in addition to whole bid was received, and accordingly the said George E. Rullman, Assignee, sold all of said property to The Annapolis & Eastport Building Association of the City of Annapolis, Maryland, at and for the sum of Ninety Three Hundred Dollars ($9300.00), it being then and there the highest bidder therefor, said property being:

(1). All that tract of land situate in the Second Election District of Anne Arundel County, Maryland, on the public road leading from the Defense Highway to South River, at Taylorsville, containing 71.1 acres of land, more or less. Being the property which was conveyed to the said Bela Nagy and Bertha Nagy, his wife, Anton Lenard and Helena Lenard, his wife, by Bernard J. Martin, single, by deed dated September 30, 1936, and recorded among the aforesaid Land Records in Liber F. A. M. No. 156 folio 49; the said Anton Lenard and Helena Lenard, his wife, having conveyed all of their right, title, interest and estate in and to said tract of land to the said Bela Nagy and Bertha Nagy, his wife, by deed dated March 30, 1938, and recorded among the aforesaid Land Records in Liber F. A. M. No. 180 folio 28. Said tract of land being improved by a two story frame dwelling, with modern conveniences; and a modernistic duplex apartment house (two complete apartments) built new in 1939.

(2). All that lot of ground situate in Sylvan Shores, in the Second Election District of Anne Arundel County, Maryland, designated as No. 227 on the Plat of Sylvan Shores, recorded in Plat Book F. S. R. No. 3 folio 17, of Anne Arundel County.
Being the lot of ground which was conveyed to the said Bela Nagy and Bertha Nagy, his wife, by Carl W. Riddick and Flossie S. Riddick, his wife, by deed dated June 6th, 1936, and recorded among the aforesaid Land Records in Liber F. A. M. No. 151 folio 326.

Also the following personal property located in, upon and about said premises: 1 bookcase, 1 Philco radio, 1 table, 1 davenport, 1 studio couch, 2 chairs, 1 dresser, I kitchen cabinet, I table, 2 chairs, I ice box and I electric range.

Said lot of ground being improved by a summer cottage with 2 apartments.

And the said Assignee further reports that he has received from the said purchaser the deposit as required by the terms of sale, and has also received the purchaser's agree-

ment to comply with the terms of sale, which are as follows:
and then as a whole; if sold separately
"Terms of Sale: The above properties will be offered for sale separately/a deposit of $500.00 will be required of the purchaser on the firstly described property and $300.00 on the secondly described property; and if sold as a whole a deposit of $800.00 will be required of the purchaser on the day of sale; 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 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 twelfth day of November, 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.

Advertisement of Sale -- George W. Scible, Auctioneer.

Assignee's Sale of valuable Tract of Land situate near Annapolis, also waterfront property at Sylvan Shores, Anne Arundel County, Md.

Under and by virtue of the power of sale contained in three mortgages from Bela Nagy and Bertha Nagy, his wife, dated April 5th, 1938, January 27th, 1939, and May 23rd, 1939, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 170, folio 415, and Liber J. H. H. No. 183, folio 346 and 448, 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, November 12, 1940 at eleven o'clock A. M., the property described in said mortgages, namely:

(1). All that tract of land situate in the Second Election District of Anne Arundel County, Maryland, on the public road leading from the Defense Highway to South River, at Taylorsville, containing seventy-one and one-tenth(71.1) acres of land, more or less. Being the property which was conveyed to the said Bela Nagy and Bertha Nagy, his wife, Anton Lenard and Helena Lenard, his wife, by Bernard J. Martin, single, by deed dated September 30, 1936, and recorded among the aforesaid Land Records in Liber F. A. M. No. 156, folio 49; the said Anton Lenard and Helena Lenard, his wife, having conveyed all of their right, title, interest and estate in and to said tract of land to the said Bela Nagy and Bertha Nagy, his wife, by deed dated March 30, 1938, and recorded among the aforesaid Land Records in Liber F. A. M. No. 180, folio 28.

Said tract of land being improved by a two-story frame dwelling, with modern conveniences; and a modernistic duplex apartment house (two complete apartments) built new in 1939.

(2). All that lot of ground situate in Sylvan Shores, in the Second Election District

of Anne Arundel County, Maryland, designated as No. two hundred twenty-seven (227) on the Plat of Sylvan Shores, recorded in Plat Book F. S. R. No. 3, folio 17, of Anne Arundel County. Being the lot of ground which was conveyed to the said Bela Nagy and Bertha Nagy, his wife, by Carl W. Riddick and Flossie S. Riddick, his wife, by deed dated June 6th., 1936, and recorded among the aforesaid Land Records in Liber F. A. M. No. 151, folio 326.

Also the following personal property located in, upon and about said premises: One bookcase, 1 Philco radio, 1 table, 1 davenport, 1 studio couch, 2 chairs, 1 dresser, 1 kitchen cabinet, 1 table, 2 chairs, 1 ice box and 1 electric range.

Said lot of ground being improved by a summer cottage, with 2 apartments.

Terms of Sale: The above properties will be offered for sale separately and then as a whole; if sold separately a deposit of $500.00 will be required of the purchaser on the firstly described property and $300.00 on the secondly described property; and if sold as a whole a deposit of $800.00 will be required of the purchaser on the day of sale; 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 to be adjusted to the day of sale.

George E. Rullman, Assignee.

Lee Building, Annapolis,Md.

Annapolis, Md., November 12, 1940.

We hereby certify that we have this day purchased the property described on the within handbill from George E. Rullman, Assignee, at and for the sum of Nine Thousand Three Hundred Dollars ($9,300.00), 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.

November 12, 1940.

I hereby certify that I offered the property described on the within handbill for sale and sold the same to the Annapolis & Eastport Building Association of the City of Annapolis, Maryland, at and for the sum of Nine Thousand Three Hundred Dollars ($9,300.00), it being at that price the highest bidder therefor.

Geo. W. Scible, Auctioneer.

ORDER NISI

Ordered, this 12th day of November, 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 13th day of December,next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 13th day of December next.

The report states the amount of sales to be Ninety Three Hundred Dollars ($9,300.00).

John H. Hopkins, 3rd.,Clerk.

Certificate of Publication Annapolis, Md., 12/16/1940.

We hereby certify, that the annexed Order Nisi-- Eq. 8092 --Sale -- Bela Nagy was published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive

weeks before the 13th day of December, 1940. The first insertion being made the 14th day of November, 1940.

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

Ordered by the Court this 18th day of December, 1940, that the sales 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.

In the Matter of the Sale of the Mortgaged Real Estate of Bela Nagy and wife.

No. 8092 Equity.
In The Circuit Court For
Anne Arundel County.

Auditor's Report and Account -- Filed January 6th., 1941.

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 Bela Nagy and wife in ac. with George E. Rullman, Assignee.

To Assignee for Commissions	$309.00	$
To Assignee for fees (three mortgages)	150.00	459.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	18.80	
Auditor	9.00	37.80
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	34.50	
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	
Clerk of Court - recording assignments	2.25	
C. F. Lee & Co. - bond premium	40.00	
George W. Scible - auctioneer	25.00	
Ruby W. Chaney - notary fee	1.00	
One-half Federal revenue stamps	5.23	
One-half State revenue stamps	4.65	128.13
To Annapolis & Eastport Building Ass'n., mortgagee - this balance on account mortgage claim		8,693.75
		$9,318.68

To Amount brought forward		$9,318.68
Amount of mortgage claim filed	$9,667.92	
Cr. Amount allowed as above personam	8,693.75	
Balance subject to decree in	$ 974.17	
Cr. Nov. 12, 1940 Proceeds of Sale		$9,300.00
Adjustment 1940 State and County taxes - refund 1 mo. 28 days		18.68
		$9,318.68

ORDER NISI

Ordered, This 6th., day of January 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 6th., day of 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 6th., day of February next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., January 27, 1941.

We hereby certify, that the annexed Order Nisi - Auditor's Account - Equity #8092 Bela Nagy 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 6th day of February, 1941. The first insertion being made the 6th day of January, 1941.

The Capital-Gazette Press, Inc.

By Lydia S. Griscom.

In the Circuit Court for Anne Arundel County.

Ordered By The Court, this 7th day of February, 1941, 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. 8093 Equity.
Mortgaged Real Estate of Elizabeth B. : In The Circuit Court For
Leslie Harry M. Leslie, her husband. : Anne Arundel County.

Mr. Clerk:

Please record assignment, docket suit, file and approve bond.

R. Tilghman Brice, III, Assignee.

Mortgage -- Filed Oct. 22", 1940.

This Mortgage, Made this 7" day of May in the year nineteen hundred and twenty-nine by and between Elizabeth B. Leslie and Harry M. Leslie, her husband Mortgagors of Anne Arundel County in the State of Maryland, of the first part, and Eliza J. Joyce, Trustee of Annapolis, Maryland, Mortgagee, of the second part, witnesseth:

Whereas, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of one thousand dollars ($1000.00) for the payment whereof three years after date the parties of the first part have passed to the party of the second part their promissory note of even date herewith, and for the payment of the semi-annual interest on said principal sum the said parties of the first part have passed to the said party of the second part their six other promissory notes of even date herewith, each for the sum of thirty dollars ($30.00) and payable at intervals of six months each, and

Eq Whereas, the execution of these presents to secure the payment of the said notes was a condition precedent hereto.

Now This Mortgage Witnesseth, that in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagee her successors and assigns, in fee simple, all the following lot or parcel of ground situate and lying in the Third Election District of County, aforesaid, and described as follows:

Beginning for the same on the northwest side of Arundel Drive at the distance of 780 feet southwesterly from the corner formed by the intersection of the southwest side of Magothy Avenue with the northwest side of Arundel Drive and at the corner of Lot No. 215, thence southwesterly along the northwest side of Arundel Drive 100 feet to Lot No. 217, thence northwesterly along Lot No. 217, 610 feet, more or less, to the southeast side of Shoracre Drive, thence northeasterly along the southeast side of Shoracre Drive 100 feet to Lot No. 215, thence southeasterly along Lot No. 215, 595 feet, more or less, to the place of beginning.

Being Lot No. 216, as laid out on the Plat of Shoracres, subdivided by Cityco Realty Company of Baltimore City, said plat recorded among the Plat Records of Anne Arundel County in Plat Book G. W. No. 1, Section 3, folio 209, and being the same property conveyed to Elizabeth B. Leslie, party of the first part by deed from Cityco Realty Company of Baltimore City, dated March 26th, 1923, recorded among the Land Records of said County in Liber W.N.W. No. 64, folio 390, etc.

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of said Mortgagee her 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 One thousand ($1000.00) 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 and for their heirs, personal representatives and assigns, do hereby covenant to pay wnen legally demandable. But if default be made in payment of said money, or the interest thereon to accrue or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee her personal representatives or assigns, by James M. Munroe their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said 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 ($25.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee her personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors their personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves and 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 and their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee her personal representatives or assigns, or James M. Munroe, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs

and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said Mortgagors for themselves and for their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee her personal repersentatives 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 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: Elizabeth B. Leslie (Seal)

M. Elizabeth Brown Harry M. Leslie (Seal)

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this 6th day of May in the year nineteen hundred and twenty-nine before me, subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Elizabeth B. Leslie and Harry M. Leslie, her husband the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be her act. At the same time also appeared James M. Munroe, Attorney and Agent for the Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and that he is the Attorney and Agent of said mortgagee and duly authorized to make this affidavit.

As witness my hand and seal Notarial.

(Notarial Seal) Mary Elizabeth Brown,
Notary Public.

For Value Received I hereby assign the within mortgage to John Joyce.

As Witness my hand and seal this 31st day of July, 1935.

Witness: J. Burch Joyce (Seal)

L. P. Bolgiano Substituted Trustee of Estate of Cyrus N. Joyce, See Equity Docket A. A. Co. No.__ Folio ___

J. Burch Joyce (Seal)
Administrator d.b.n.c.t.a. of Estate of Cyrus N. Joyce, deceased.

Received for Record 6 day of Aug. 1935, at 11 o'clock A. M. and same day recorded in Liber F. S. R. No. 48, Fol. 345, Land Records of Anne Arundel County.

Frank A. Munroe, Clerk.

For Value Recorded I hereby assign the within mortgage to R. Tilghman Brice, 111, for the purpose of foreclosure.

Witness my hand and seal this 14th day of October, 1940.

Test: R. Tilghman Brice, 111 John Joyce (Seal)

Received for Record 22 day of Oct. 1940, at 10-50 o'clock A. M. and the same day recorded in Liber F. S. R. No.48, Fol. 345, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

In the Matter of the Sale of the Mortgaged Real Estate of Elizabeth B. Leslie Harry M. Leslie, his wife.

No. 8093 Equity. In The Circuit Court For Anne Arundel County.

Bond --Filed & Approved this 23rd., day of Oct.,1940. --John H. Hopkins,3rd.,Clerk.

Know all Men by these Presents:

That We, R. Tilghman Brice, 111, of Annapolis, Anne Arundel County, State of 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 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 21st. day of October in the year of our Lord nineteen hundred and forty.

Whereas, the above bounden R. Tilghman Brice, 111, by virtue of a power contained in a mortgage from Elizabeth B. Leslie and Harry M. Leslie, her husband, to Eliza J. Joyce, Trustee dated 7th day of May, 1929, and recorded in Liber F. S. R. No. 48 folio 343 etc., one of the Land Record Books of Anne Arundel County, is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein; and

Whereas, such default has occurred and the said R. Tilghman Brice, 111, Assignee, is about to execute the power vested in him in said mortgage.

Now The Condition of the Above Obligation is Such, that if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of Beatrice A. Velenovsky Attest: Marjorie Buys.

R. Tilghman Brice,111,(Seal)

(Corporate Seal) Maryland Casualty Company Per Chas. F. Lee of Chas. F. Lee & Co.,Agts.

In The Matter of the Sale of the Mortgaged Real Estate of Elizabeth B.Leslie Harry M. Leslie, her husband.

No. 8093 Equity. In The Circuit Court For Anne Arundel County.

Statement of Claim -- Filed Nov. 9, 1940.

Amount due on mortgage from Elizabeth B. Leslie and Harry M. Leslie, her husband, to Eliza J. Joyce, Trustee, dated the 7th day of May, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 48, folio 343, duly assigned $950.00

Plus interest at the rate of 6% per annum from the 7th day of Nov.,1939

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

I Hereby Certify, That on this Sixth day of November 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 John Joyce, Mortgagee-Assignee, and made oath in due

form of law that there is due and owing him the sum of Nine Hundred and Fifty ($950.00) Dollars, plus interest at the rate of Six (6%) per cent per annum from the 7th day of November, 1939, on the above entitled mortgage which is held by the said John Joyce.

As witness my hand and Notarial Seal.

Beatrice A. Velenovsky,
Notary Public.

In The Matter of the Sale of the Mortgaged Real Estate of Elizabeth B. Leslie, Harry M. Leslie, her husband.

No. 8093 Equity.
In The Circuit Court For
Anne Arundel County.

Report of Sale -- Filed Nov. 12" 1940.

To the Honorable, the Judges of said Court:

The Report of Sale of R. Tilghman Brice, 111, Assignee of the mortgage filed in this case, respectfully shows:

That the said mortgage being overdue and in default, he did, after having given bond with surety duly approved, advertise the said property for sale on Tuesday, November 12, 1940, at 10:30 o'clock, A. M., by advertisement in in the Maryland Gazette, a newspaper printed weekly at Annapolis, Maryland, for more than three successive weeks before the day of sale, and also by handbills which he caused to be posted at the Court House Door in the City of Annapolis, Maryland, and also posted on the premises mentioned in said mortgage, and in pursuance of said notice, he did attend in person at the Court House Door in the City of Annapolis, Maryland, on Tuesday, November 12, 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 mentioned in the mortgage filed in this case to sale at public auction and sold the same at and for the sum of One Thousand Two Hundred Twenty-five ($1,225.00) Dollars to Howard M. Pumphrey, he being then and there the highest bidder for the same, and he files herewith one of the handbills of the said sale upon which is endorsed a Certificate of the Auctioneer and of the purchaser as to said sale.

All of which is respectfully submitted.

R. Tilghman Brice,111,Assignee.

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

I Hereby Certify, That on this twelfth day of November 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, Assignee of the mortgage mentioned in these proceedings, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein stated, and that the said sale was fairly made.

As witness my hand and Notarial seal.

(Notarial Seal)

Bratrice A. Velenovsky,
Notary Public.

Advertisement of Sale -- George W. Scible, Auctioneer.

Assignee's Sale of valuable Business Property.

By virtue of the power of sale contained in a mortgage from Elizabeth B. Leslie and Harry M. Leslie, her husband, to Eliza J. Joyce, trustee, dated the 7th day of May, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 48, folio 343, said mortgage being in default and having been assigned to the undersigned for foreclosure, I will offer to public sale at the Court House door,in the City of Annapolis, Maryland, on Tues., November 12, 1940 at 10:30 o'clock A. M., the following property:

All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, being lot No. 216 as laid down on the plat of "Shoreacres", sub-divided by the Cityco Realty Company of Baltimore City, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book G. W. No. 1, Section 3, folio 209, and being the same property conveyed to Elizabeth B. Leslie by the Cityco Realty Company of Baltimore City, by deed dated the 26th day of March, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 64, folio 390.

This property is improved by a two-story frame dwelling and store.

Terms of Sale: Two hundred and fifty ($250.00) dollars will be required in cash of the purchaser on the day of sale, balance of purchase money, including interest at the rate of six (6) per cent per annum, to be paid in cash on ratification of sale.

Taxes, insurance and all other assessments to be adjusted to the day of sale.

For further particulars, inquire of the undersigned.

R. Tilghman Brice,111,Assignee.

Lee Bldg.,Annapolis, Md.

This is to 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, November 12, 1940, at 10:30 o'clock, A. M., to Howard M. Pumphrey at and for the sum of One Thousand Two Hundred Twenty-five ($1,225.00) Dollars, the said Howard M. Pumphrey being then and there the highest bidder for the said property.

George W. Scible, Auctioneer.

I Hereby Certify, That I have this day purchased the property mentioned on the reverse side of this handbill at and for the sum of One Thousand Two Hundred Twenty-five ($1,225.00) Dollars, and agree to comply with the terms of sale.

T. W. Pumphrey Jr.

Agent for Howard M. Pumphrey.

Certificate of Publication — Annapolis, Md., Nov. 12, 1940.

We hereby certify, that the annexed Assignee's Sale - Leslie - 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 12th day of November, 1940. The first insertion being made the 17th day of October, 1940.

The Capital-Gazette Press, Inc.

By A. Friend.

Ordered By the Court, This 16th day of December, 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.

ORDER NISI

Ordered, this 12th., day of November, 1940, That the sale of the mortgaged real estate mentioned in these proceedings, made and reported by R. Tilghman Brice, 111, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 13th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of December next.

The report states that the amount of sales to be $1,225.00.

John H. Hopkins, 3rd.,Clerk.

Certificate of Publication Annapolis, Md., 12/14, 1940.

We hereby certify, that the annexed Order Nisi - Sale - Leslie Eq. 8093 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 December, 1940. The first insertion being made the 14th day of November, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered By The Court, This 16th day of December, 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.

In The Matter of the Sale of the Mortgaged Real Estate of Elizabeth B. Leslie and husband. No. 8093 Equity. In The Circuit Court For Anne Arundel County.

Auditor's Report and Account -- Filed January 8th., 1941.

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 Elizabeth B. Leslie and husband in ac. with R. Tilghman Brice, 111, Assignee.

To Assignee for fee	$25.00	
To Assignee for commissions	67.09	$92.09
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	13.70	
Auditor	9.00	32.70

To Amount brought forward		$	$124.79
To Assignee for Expenses, viz:			
Capital-Gazette Press - advertising sale	28.00		
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		
Beatrice A. Velenovsky - notary fees	1.00		
One-half Federal revenue stamp	.83		
One-half State revenue stamp	.50		67.68
To Assignee for Taxes, viz:			
1940 State and County taxes ($39.31-adj)		34.31	
To John Joyce, mortgagee - in full for mortgage claim filed		1,007.95	
To Elizabeth B. Leslie, mortgagor - this balance		4.68	
		$1,239.41	
Cr. Nov. 12, 1940 Proceeds of Sale		$1,225.00	
Interest on deferred payment		6.01	$1,231.01
Refund adjustment insurance premium			8.40
			$1,239.41

ORDER NISI

Ordered, This 8th., day of January, 1941, 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 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 8th day of February next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., February 17, 1941.

We hereby certify, that the annexed Order Nisi - Aud. Acct. - Leslie #8093 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 8th day of February, 1941. The first insertion being made the 23rd day of January, 1941.

The Capital-Gazette Press,Inc.

By H. L. Strange

In the Circuit Court for Anne Arundel County.

Ordered By The Court, this 18th day of February, 1941, 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.

M. Bannon Atty. & Trustee — No. 561 Equity.

vs. — In the Circuit Court For

George W. Hammond — Anne Arundel County.

Mortgage from George W. Hammond to Samuel Gaither -- Filed 17 April, 1873

This Mortgage, Made this fourth day of April--in the year one thousand eight hundred and seventy three by George W. Hammond of Anne Arundel County, State of Maryland,

Whereas, the said George W. Hammond is justly and bona fide indebted unto Samuel Gaither of Howard County and State aforesaid in the just and full sum of five hundred and Sixty dollars and has made and passed his promissory note of even date herewith and payable to the order of said Gaither one year after date with interest and for the purpose of securing the prompt payment of said note and interest these presents are executed:

Now this Mortgage Witnesseth, that, in consideration of the premises, and of the sum of One Dollar, the said George W. Hammond do grant unto the said Samuel Gaither in fee simple, all that tract or parcel of land situated and lying in Anne Arundel County, which was alloted to me in the division of my father and Grandfathers Estate (and now in my possession binding on the lands of N. P. Watts, Samuel Shoemaker, John Anderson and Rebecca Hammond) and lying near the Annapolis and Elk Ridge Rail Road,being all of the interest of the said George W. in the estate of his father and Granfather allotted to him in the division of the same by decree of the Circuit Court for Anne Arundel County passed on the thirtieth day of October Eighteen hundred and sixty one it being known as Lot No. 6 in the division aforesaid and containing Sixty nine acres one rood and thirty six square perches of land more or less.

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

Provided, that if the said George W. Hammond his heirs, executors, administrators or assigns, shall well and truly pay or cause to be paid the said sum of five hundred and Sixty dollars with interest according to the tenor of the aforesaid promissory note and shall perform all the covenants herein on his or their part to be performed, then this Mortgage shall be void.

And it is agreed, that, until default be made in the premises, the Geo. W. Hammond shall possess the aforesaid property, upon paying, in the meantime, all taxes on said hereby mortgaged property, and on the mortgage debt and interest hereby intended to be secured: which taxes, and the mortgage debt and interest the said George W. Hammond for himself his heirs, executors, administrators and assigns, do hereby covenant to pay when legally demandable.

But in case of any default being made in any condition of this Mortgage, then these presents are hereby declared to be made In Trust, and the said Samuel Gaither his heirs, executors, administrators and assigns, or M. Bannon his or their duly constituted Attorney or agent, are hereby authorized and empowered, to sell all the property hereby mortgaged, or so much thereof, as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, or to his, her, or their heirs or assigns: which sale shall be made in the following manner; by giving at least twenty days notice of the time, place, and terms of sale, in some newspaper published in Baltimore City: and the proceeds arising from such sale, to apply; first, to the payment of all expenses including usual Trustee Commissions incident to

such sale; 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 the said George W. Hammond heirs or assigns.

Witness, my hand and seal

Test:

C. B. White George W. Hammond (Seal)

State of Maryland, Anne Arundel County to wit:

I Hereby Certify, That on this fourth day of April in the year one thousand eight hundred and seventy three before the subscriber, a Justice of the Peace of the State of Maryland, in and for the County and State aforesaid, personally appeared George W. Hammond and acknowledged the foregoing Mortgage to be his act; and now, at the same time, before me, personally appeared also, M. Bannon agent and attorney for the within named Mortgagee and made oath in due form of law, that the consideration set forth in the foregoing Mortgage is true and bona fide, as therein set forth. And that he is the authorized agent to make said oath

C. B. White J. P.

Bond -- Filed & Approved 10 July, 1876. --Sprigg Howard, Clerk.

Know all Men by these Presents, That we M. Bannon, A. V. Milholland are held and firmly bound to the said State of Maryland, in the sum of Twelve hundred 00/00 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 8th day of July 1876.

Whereas, by a mortgage from George W. Hammond to Samuel Gaither dated on the 4th day of April 1873 and duly recorded among the land records of Anne Arundel County, in Liber S. H. No. 7 folio 396 &c., power is given to the said Samuel Gaither or M. Bannon his attorney to sell the mortgaged premises in the event of a default by the said George W. Hammond in complying with the terms of said mortgage.

And Whereas, there has been a default authorizing the said Samuel Gaither or M. Bannon to exercise the power of sale aforesaid, which it is the intention of the said M.Bannon as attorney for Samuel Gaither to do

Now the condition of the above obligation is such, that if the said M. Bannon shall abide by and fulfill any order or decree which shall be made by any Court of Equity, in relation to the sale of said mortgaged premises or the proceeds thereof then this obligation to be void, else to be and remain in full force.

Signed and Sealed in presence of

Wm. H. Brairs M. Bannon (Seal)

A. V. Milholland (Seal)

Report of Sale --Filed 19 June, 1877 Order nisi passed same day.

Order of final ratification May 3rd 1881.

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

The report of M. Bannon Attorney and Trustee named in a mortgage from George W. Hammond to Samuel Gaither and filed in this case, and by virtue of a power of Sale contained in said mortgage shows that after giving bond with security for the faithful discharge of his trust, as required by Law, and giving notice of the time place manner and Terms of Sale, by adver-

tisement published in the Baltimore Gazette and by hanbills extensively circulated in Anne Arundel County and elsewhere he did pursuent to said notice attende_ on the premises on Monday the 10th day of July, 1876 at two oclock P. M. and then and there proceeded to sell the real estate mentioned in said Mortgage and sold the same to Samuel Gaither at and for the sum of Seven hundred dollars cash and the said purchaser is ready to comply with the Terms of said Sale all of which is respectfully submitted by

M. Bannon Attorney and Trustee.

State of Maryland Anne Arundel County to wit

I hereby certify that on this Fifth day of December Eighteen hundred and Seventy six before me the Subscriber a Justice of the Peace of the State of Maryland in and for Anne Arundel County aforesaid personally appeared the within named M. Bannon Attorney and Trustee and made oath that the matters and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Jno. T. Clarke J. P.

Order Nisi

Ordered this 19th day of June 1877 that the sale made and reported by M. Bannon attorney and Trustee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 19th day of July 1877, provided a copy of this order be inserted in some newspaper printed in Annapolis once in each of three successive weeks before the 19th day of July,1877 The report states the amount sales to be $700.00

Sprigg Harwood, Clerk.

Office Maryland Republican
And State Capital Advertiser,

Annapolis, May 3d. 1881

We hereby certify, That the annexed Order Nisi in the case of M. Bannon trustee vs. Geo. W. Hammond was published in the "Maryland Republican," a weekly newspaper printed in the City of Annapolis, once in each of four successive weeks before the 19th day of July, 1877. The first insertion being made on June 23d 1877.

L. F. Colton & Co.,

Proprietors.

Per Brewer.

Ordered this Third day of May Eighteen hundred and Eighty one by the Circuit Court for Anne Arundel County that the sale within reported be and the same is hereby finally ratified and confirmed no sufficient cause to the contrary thereof having been shown although notice appears to have been given as directed by the preceding order the attorney and Trustee is allowed the usual commissions allowed Trustees to Trustees under the rule of this Court and for his Expenses upon the production of his vouchers.

Oliver Miller

Wm. N. Hayden

The Real Estate of George W. Hammond in Account with M. Bannon Esq. Atty. & Trustee and Auditors Report May 3" 1881. --Filed May 3" 1881.

To the Hon'l. the Judges of the Circuit Court for Anne Arundel County sitting in Equity.

The Auditor respectfully reports that in the above case he has stated an account between the Real Estate of George W. Hammond mortgagor and M. Bannon Esq. Attorney and Trustee which

is respectfully submitted, wherein he has applied the proceeds of sale, after first allowing commissions expenses and costs, to the part payment of the Mortgage Claim a full statement of said Claim being appended to said account

All of which is respectfully submitted

E. C. Gantt, Auditor.

Dr. The Real Estate of George W. Hammond Mortgagor In Account with M. Bannon Esq. Attorney and Trustee.

July 10 1876		
To the Trustee for his commissions	$	$44.00
To the Trustee for his expenses, viz:		
Balto. Gazette for advertising	21.95	
Handbills	3.25	
Auctioneer	10.00	
Order Nisi	4.00	39.20
To the Complainant for costs of suit viz:		
S. Harwood Clerk	8.30	
Solicitors fee	10.00	
Auditors fee paid by M.Bannon,Esq. E.C.Gantt	4.50	21.80
		105.00
To Samuel Gaither Mortgagee in part payment of his Mortgage debt as stated below for balance		595.00
		700.00

Mortgage Claim of Sam'l Gaither

Mortgage from George W. Hammond to Sam'l Gaither dated 4" April 1873		560.00
Int. from April 4" 1873 to 10" July 1876, y m d 3,3,6	–	109.76
		669.76
By Amt Allowed above		595.00
		74.76

Cr. July 10" 1876 By Amt of proceeds of sale of Real Estate as per Report of Attorney and Trustee filed $700.00

In Re: : No. 8115 Equity.

Adoption of Infant "Gerard : In The Circuit Court For

Richardson, Jr." And Change of Name to : Anne Arundel County Maryland

"Gerard Arthur"

Petition -- Filed Dec. 6" 1940

To the Honorable, The Judges of Said Court:

The Petitioners, Lionel A. Arthur and Ridie L. Arthur, husband and wife, respectfully represent to the Court as follows:

(1) That they are citizens of the United States and residents of Anne Arundel County; that they were married on the 8th day of October, 1933, and have been living together since that time; that they reside at Annapolis in Anne Arundel County, Maryland, and they have resided in Anne Arundel County since June, 1938;

(2) That your petitioners have in their care and custody an infant male child born on November 22, 1930, at Montpelier, France, to your petitioner, Ridie L. Arthur and her then husband, Gerard Richardson;

(3) That your petitioner Ridie L. Arthur and the said Gerard Richardson were divorced on or about the 25th day of April, 1933, and that ever since then the care and custody of the said Gerard Richardson, Jr., has been in your petitioner, Ridie L. Arthur;

(4) That since the marriage of the petitioners aforesaid, on the 8th day of October, 1933, at Monrovia, California, your petitioners have fulfilled all of the duties as parents of the said child;

Ef (5) That the said Gerard Richardson, the father of said child, resides at St. Jean deLuz, France; that your petitioners have no children born of their marriage, and having had the care and custody of the said child ever since their marriage, desire to adopt him as and for their own son as provided by the Code of Public General Laws of Maryland, and desire to have his name changed to Gerard Arthur

(6) That your petitioner, Lionel A. Arthur, is a lieutenant in the United States Navy and has been an officer in the United States Navy since 1932; that he derives a fair income from this source, and that your petitioners are well able and willing to provide a comfortable and Christian home for said infant, and to care for and educate him properly, and that the best interest and welfare of the said infant will be promoted by his adoption by your petitioners.

To The End, Therefore:

(1) That a decree may be passed by this Court declaring the said infant, Gerard Richardson, Jr., to be the adopted child of Lionel A. Arthur and Ridie L. Arthur, his wife, with all of the rights and privileges as though he were born to the said petitioners;

(2) That the name of the said infant, Gerard Richardson, Jr., be changed to Gerard Arthur.

(3) And That your petitioners may have such other and further relief as to the nature of their case may require;

May it please your Honors to grant unto the petitioners an Order of Publication against the said Gerard Richardson who is a non resident of the State of Maryland, residing at St. Jean deLuz, France, giving him notice of the object and substance of this Petition,

and warning him to be and appear in this Court in person or by solicitor on some certain date to be named therein to answer the premises and to show cause, if any he has, why a decree should not be passed as prayed.

And as in duty bound, etc.

William J. McWilliams
Green and Powers
Solicitors for Petitioners.

Lionel A. Arthur
Ridie L. Arthur, Petitioners.

State of Maryland, County of Anne Arundel: ss.,

I Hereby Certify that on this 4th day of October, 1940, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared in said State and County, Lionel A. Arthur and Ridie L. Arthur, his wife, and made oath in due form of law that they are the petitioners named in the foregoing petition, that they have read the same petition and that the matters and things contained therein are true to the best of their knowledge, information and belief.

Witness my hand and Notarial seal this 4th day of October, 1940.

My Commission expires May 5, 1941 (Notarial Seal) Beverly Vansant,
Notary Public, Md.

In Re:

Adoption of Infant "Gerard Richardson,Jr. No. 8115 Equity.
And Change of Name to "Gerard Arthur. In The Circuit Court For
Anne Arundel County.

Order of Publication. --Filed & passed Dec. 6" 1940

The object of this proceeding is to have the infant, Gerard Richardson, Jr., declared to be the adopted child of the petitioners Lionel A. Arthur and Ridie L.Artnur, his wife, with all the rights and privileges as if he were born to them, and for change of the name of the infant to Gerard Arthur.

The petition recites that the petitioners are citizens of the United States and residents of Anne Arundel County, Maryland that they have in their care and custody an infant male child born on November 22, 1930 to Ridie L. Arthur and her then husband, Gerard Richardson; that the petitioner, Ridie L. Arthur and the said Gerard Richardson were divorced on or about the 25th day of April, 1933, and that ever since then the care and custody of the said Gerard Richardson, Jr. has been in the petitioner, Ridie L.Arthur; that since the marriage of the petitioners they have fulfilled all the duties as parents of the said child; that the said Gerard Richardson, the father of said child, resides at St. Jean deLuz, France; that your petitioners have no children born of their marriage, and having had the care and custody of the said child ever since their marriage, desire to adopt him as and for their own son and desire to have his named changed to Gerard Arthur; that the petitioner, Lionel A. Arthur, has been an officer of the United States Navy since 1932 and that the petitioner is well able and willing to provide a comfortable home and care for and educate said infant, and that the best interest and welfare of the said infant will be promoted by his adoption by the petitioners.

It is thereupon Ordered, this 6" day of December, 1940 by the Circuit Court for Anne Arundel County, Maryland, sitting in Equity, that the petitioners shall, by causing a copy

of this order to be inserted in some newspaper published in Anne Arundel County, Maryland, once a week for four successive weeks before the 7th day of January, 1941, giving notice to the said Girard Richardson, father of the said infant, Gerard Richardson, Jr. of the object and substance of the petition filed herein, warning him to be and appear in this Court in person or by solicitor on or before the 22" day of January, 1941, to answer the premises and to show cause, if any he has, why a decree should not be passed as prayed.

William J. McWilliams
Green and Powers
Solicitors for Petitioners.

John H. Hopkins, 3rd.
Clerk of the Circuit Court for Anne Arundel County, Maryland.

Certificate of Publication

Annapolis, Md.,January 18, 1941.

We hereby certify, that the annexed Order of Publication Equity #8115 Adoption of Infant and Change of Name 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 7th day of January, 1941. The first insertion being made the 11th day of December,1940.

The Capital-Gazette Press, Inc.
By L. S. Griscom.

In Re Petition of Gerard Richardson, Jr. for adoption and change of name.

No. 8115 Equity.
In The Circuit Court for Anne Arundel County.

Testimony on behalf of the Petitioner, Febry. 26th, 1941.Filed Feby. 27, 1941.

Present:

Mr. William J. McWilliams, Solicitor for Petitioner.

Juliet D. Strahorn, Court Stenographer.

The following testimony was taken by me before the Judge on February 26th, 1941, and by me transcribed.

Juliet D. Strahorn,
Court Stenographer.

Witnesses:--

Mrs. R. LeClair Arthur ---------- 2 to 3
Lionel Arthur, ---------- 4
Mrs Virginia French ---------- 5 to 6
Dr. Wm. French, ---------- 6
Gerard Richardson (infant) ---------- 7

Mrs. R. LeClair Arthur, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name, please?

A. Mrs. R. LeClair Arthur.

2. You are a resident of Anne Arundel County?

A Yes.

3. Where do you reside?

A. My residence is Holly Hill.

A. Where are you now living?

A. At the Naval Academy.

5. How long have you live here?

A. Since June, 1938.

6. You are a citizen of the United States, State of Maryland?

A. Yes.

7. Are you the mother of the infant mentioned herein, Gerard Richardson?

A. Yes.

8. When was he born?

A. November 22nd, 1930.

9. Where?

A. Montpelier, France.

10. Who was his father?

A. Gerard Richardson.

11. When were you and Mr. Richardson married?

A. February 3rd, 1930.

12. Were you and Mr. Richardson divorced?

A. Yes we were.

13. When was that divorce decree granted?

A. April 25th, 1933.

14. Are you now married?

A. Yes, I am, to Lionel Arthur.

15. Is he one of the Petitioners in this case?

A. Yes.

16. When were you and Lieut. Arthur married?

A. October 8th, 1933.

17. With whom has Jerry lived since his birth?

A. He has lived with me ever since his birth.

18. Since you and Lieut. Arthur were married have you lived together constantly?

A. Yes.

19. And Jerry has lived with you two ever since your marriage?

A. Yes he has.

20. What is the occupation of your present husband?

A. Naval Officer, U. S. N.

21. Where is he now stationed?

A. At the Naval Academy, Annapolis.

22. Does Jerry go to Sunday School?

A. Yes he does.

23. Does he go to school?

A. Yes, he is in the 5th grade.

24. You feel that Lieut. Arthur, your husband, would be a good father to your son?

A. Yes I do.

25. You and your present husband have any other children?

A. No other children.

Lieut. Lionel Arthur, being duly sworn, says:-

1. You are now stationed here in Annapolis and reside in Anne Arundel County?

A. I do.

2. You are the husband of Mrs. Arthur who just testified?

A. I am.

3. Will you please state what your present income is from the Navy?

A. Around $3800.

4. Do you feel you are in a financial position to support Jerry?

A. Yes I am.

5. Do you desire to adopt him as your child?

A. I do.

6. Do you feel that you can offer the proper surroundings and environment for a child of his age?

A. I feel so.

7. Do you think you can give him the proper education?

A. Yes.

8. Do you feel he will be subjected to the proper religious training?

A. Yes.

Mrs. Virginia French, a witness of lawful age, being first duly sworn, deposes and says:-

1. Where do you live, Mrs. French?

A. 116 Duke of Gloucester st., Annapolis, Md.

2. Do you know Mrs. Arthur one of the Petitioners in this case?

A. Yes.

3. How long have you known her?

A. Since 1914, since a little child.

4. How long have you known Lieut. Arthur?

A. About three years

5. Have you visited in the home of Lieut. and Mrs. Arthur since they have been married?

A. Yes.

6. Have they visited in your home?

A. Yes.

7. Will you state from what you have observed, that they are proper parents for the child and have the proper environment for a child of Jerry's age?

A. I do.

8. Do you feel Lieut. Arthur would be a fit person to be the legal father of Jerry?

A. I do.

9. Have you had opportunity to observe the training and discipline, and manner in which they raise Jerry?

A. I certainly have.

10. What is your opinion of that?

A. I think he would be a wonderful father.

11. Do you feel from your knowledge of the parties and the circumstances that the best interest and welfare of the child would be served by this adoption?

A. I do.

Dr. William French, being first duly sworn, says

1. You are the husband of Mrs. French who just testified?

A. I am.

2. What is your profession?

A. I am a physician and Health Director for Anne Arundel County.

3. How long have you known Mrs. Arthur one of the Petitioners in this case?

A. Ever since she was about a year old.

4. How long have you known Lieut. Arthur?

A. The last three years.

5. Have you visited in their home?

A. I have and they have visited us.

6. Do you think it would be to the best interest of this infant, Jerry, to have him adopted by Lieut. Arthur as his legal father?

A. I do.

Gerard Richardson, the infant in the case, having been sworn, says.

1. What is your name?

A. Gerard Arthur, --Gerard Richardson.

2. Is that the name you would like to have Gerard Arthur?

A. No, I would rather have Jerry Arthur.

3. Do you know who Lionel Arthur is?

A. He's my father.

4. Did you ever hear of another father?

A. I have heard of him.

5. Would you like to be the son of a full time father and have Lionel Arthur as your father?

A. Sure I would like to.

6. You have a perfectly happy home with him?

A. Yes.

7. You want to keep it that way always with him as your father?

A. Yes.

8. You understand this proceeding here today it is for the Court, on your behalf, to so arrange it that Lionel Arthur will be your father?

A. Yes.

9. And that's the way you want it?

A. Yes sir.

In Re: Adoption of Infant Gerard Richardson, Jr. and Change of Name to Gerard Arthur.

No. 8115 Equity.
In The Circuit Court For
Anne Arundel County.

Decree, February 26, 1941 -- Filed Feby. 28th., 1941

Upon the consideration of the Petition and Affidavit filed in this cause, and the testimony produced by, and on behalf of the Petitioners, and the Court, being satisfied, after careful investigation, that the best interests and welfare of the infant, Gerard Richardson,

Jr., named in said Petition will be promoted by the decree of adoption and change of name prayed for in said Petition,

It is thereupon this 26th day of February, 1941, Adjudged, Ordered and Decreed by the Circuit Court for Anne Arundel County in Equity, that Gerard Richardson, Jr., the infant named in said Petition, be and he is hereby declared to be the adopted child of Lionel A. Arthur, a Lieutenant in the United States Navy, residing in Anne Arundel County, Maryland, and Ridie L. Arthur, his wife.

And it is further Adjudged, Ordered and Decreed, that the name of Gerard Richardson,Jr., be, and it is hereby, changed from Gerard Richardson, Jr., to Gerard Arthur.

And it is further Adjudged, Ordered and Decreed that the Petitioners pay the Costs in these proceedings.

Ridgely P. Melvin, Judge.

In the Matter of the Estate	:	No. 8120 Equity.
of	:	In the Circuit Court For
Lulu L. Turner.	:	Anne Arundel County.

Mr. Clerk:

Please file and lay before the Court.

Eugene P. Childs

Solicitor for Petitioner.

Petition and Exhibits. -- Filed Dec. 18" 1940.

To the Honorable the Judges of said Court.

Ex

The Petition of James Webster Lyons, next friend and son of Lulu L. Turner, respectfully states.

1st: That your petitioner is the only son of the said Lulu L. Turner, who resided with her on her farm situated near Jewell in Anne Arundel County until the 6th day of December in the year 1940.

2nd: That recently the said Lulu L. Turner has been showing signs of being of unsound mind and on the 6th day of December in the year 1940 she was committed to Spring Grove Hospital for the insane because of her mental trouble.

3rd: That the said Lulu L. Turner has on deposit in the County Trust Company of Owings, Maryland the sum of eight hundred and eighty-two dollars and fourteen cents ($882.14) and is also the owner of a farm, sixty (60) acres of land is situated in Anne Arundel County and fifteen (15) acres of which is situated in Calvert County. Said farm is now subject to two mortgages, one to the Federal Land Bank and another to the Land Bank Commissioner, the amounts of which your petitioner does not at the present time know.

She also has one cow on said farm and an interest in the tobacco crop now in the barn on said farm.

4th: That the said Lulu L. Turner as a result of her mental illness is incapable of managing her affairs and of taking care of her person and it becomes necessary to have a Trustee appointed to manage her estate and to look after her physical wants.

5th: That the interest on the mortgages heretofore referred to will become due in

January and will have to be paid and other expenses and charges including her taxes will have to be paid and unless a trustee or committee is appointed these claims will be in default.

6th: That your petitioner is herewith filing certificates of two physicians showing the mental condition of the said Lulu L. Turner.

To the end therefore, your petitioner prays the Court to assume jurisdiction of the person and estate of Lulu L. Turner and to appoint a trustee or committee to manage and control her estate under the order and supervision of this Court.

James Webster Lyons,
Petitioner.

Eugene P. Childs
Solicitor for Petitioner.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 12th day of December in the year 1940, personally appeared, before me, the subscriber a Notary Public of the State of Maryland in and for the County aforesaid, James Webster Lyons, the Petitioner herein and made oath in due form of law that the matters and facts above set forth are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

(Notarial Seal) Wilhelmina P. Hopkins,
Notary Public.

Ordered on the aforegoing Petition this 18th day of December in the year 1940, by the Circuit Court for Anne Arundel County that Lulu L. Turner be summoned to appear and answer the Petition filed against her on or by the 13th day of January 1941, next, and that a copy of the summons, Petition and Order be left with J. Frank Bowen, Cashier of the County Trust Company of Maryland, Owings, Maryland.

It is further ordered and decreed that this Petition shall be set for hearing before one of the standing examiners of this Court on the 20th day of January 1941, at 2 o'clock P. M. in the Circuit Court for Anne Arundel County, and that the said Lulu L. Turner shall have the right to appear and answer this Petition at any time before or after a decree has been passed herein.

Ridgely P. Melvin, Judge.

State of Maryland, County of Baltimore, to wit:

I Hereby Certify that on this 14th day of December, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Dr. Silas W. Weltmer, who made oath in due form of law that he is and has been for the past ten years an attending neuropsychiatrist at the Spring Grove State Hospital, Catonsville, Maryland; that Lula Turner was admitted as a patient in the Spring Grove State Hospital on the 6th day of December, 1940, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Lula Turner from time to time, and particulatly within the past four days prior to the execution of this affidavit; that from the opportunity afforded him of observing the said Lula Turner, he is convinced that she is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage her property or to execute a valid deed of contract; that the cause of such mental disability is Schizophrenia, paranoid type with arteriosclerosis, that the nature of such mental disability is incoherent

talk, hallucinations of sight and hearing, delusions of persecution, poor memory and insight which prevent her from exercising normal reason and judgment in personal and business affairs; that the extent and probable duration of the incompetency of the said Lula Turner is total incompetency at present and probable duration is for the remainder of her life.

He is further of the opinion that it would be seriously detrimental to the said Lula Turner, both physically and mentally, to require her to appear before a Court as a witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate.

Silas W. Weltmer, M. D.
Affiant

Sworn to before me this 14th day of December, 1940.

(Notarial Seal) B. Compton Graham,
Notary Public.

State of Maryland, County of Baltimore, to wit:

I Hereby Certify that on this 14th day of December, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Dr. John G. Runkel who made oath in due form of law that he is and has been for the past 29 years an attending neuropsychiatrist at the Spring Grove State Hospital, Catonsville, Maryland; that Lula Turner was admitted as a patient in the Spring Grove State Hospital on the 6th day of December, 1940, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Lula Turner from time to time, and particularly within the past four days prior to the execution of this affidavit; that from the opportunity afforded him of observing the said Lula Turner, he is convinced that she is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage her property or to execute a valid deed of contract; that the cause of such mental disability is Schizophrenia, paranoid type with arteriosclerosis.; that the nature of such mental disability is incoherent talk, hallucinations of sight and hearing, delusions of persecution, poor memory and insight, which prevent her from exercising normal reason and judgment in personal and business affairs; that the extent and probable duration of the incompetency of the said Lula Turner is total incompetency at present and probable duration is for the remainder of her life.

He is further of the opinion that it would be seriously detrimental to the said Lula Turner, both physically and mentally, to require her to appear before a Court as a witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate.

John G. Runkel, M. D.
Affiant

Sworn to before me this 14th day of December, 1940.

(Notarial Seal) B. Compton Graham
Notary Public,

Spring Grove State Hospital
Catonsville, Md., Dec. 14, 1940.

Mr. Eugene P. Childs,
Attorney at Law, Annapolis, Md.

to

Dr. John G. Runkel, Dr.
Spring Grove State Hospital,
Catonsville, Md.

To Professional Services rendered, certificate in the case of Mrs. Lulu L. Turner $5.00

Spring Grove State Hospital

Catonsville, Md., Dec.14,1940.

Mr. Eugene P. Childs,
Attorney at Law, Annapolis,Md.

to

Dr. Silas W. Weltmer,
Spring Grove State Hospital,
Catonsville, Md.

To Professional Services rendered, certificate in the case of Mrs. Lulu L. Turner $5.00

Catonsville,Md.,Dec. 14, 1940

Mr. Eugene P. Childs, Annapolis, Maryland.

To B. Compton Graham, Notary Public.

To Notary's fee

In The Matter of Mrs. Lulu L. Turner $ .50

In the Matter of the Estate of

Lulu L. Turner, Non Compos Mentis.

No. 8120 Equity.

In The Circuit Court For

Anne Arundel County.

Testimony on behalf of the Petitioner, Jany. 20, 1941.-- Filed Feby. 5" 1941

Testimony in support of Petition. January 20th, 1941.

Present:

Mr. Eugene P. Childs, Solicitor for Petitioner.

Mr.Marvin I. Anderson, Examiner.

Juliet D. Strahorn, Court Stenographer.

Witnesses:-

James Webster Lyons, ---------- 2 to 3

Doctor's Certificates filed, ----- 4

John F. Armiger, ---------- 4 to 5

Albert W. Taylor, Jr. ---------- 6 to 7

James Webster Lyons, a witness of lawful age, being first duly sworn, deposes and says:- (Childs).

1. Will you please state your name and residence?

A. James Webster Lyons, Jewell, Anne Arundel County, Md.

2. Do you know Mrs. Lulu L. Turner?

A. Yes, she is my mother.

3. Where is Mrs. Turner at the present time?

A. She is at Spring Grove State Hospital, Catonsville, Md.

4. How long has she been there?

A. She was carried there December 6th, 1940.

5. You are the son of Mrs. Turner by a former marriage?

A. Yes.

6. Has Mrs. Turner any other children?

A. No sir.

7. Is her last husband, Mr. Turner, living?

A. No sir, he is dead.

8. Was your mother committed to Spring Grove State Hospital by doctors and physicians?

A. Yes.

9. Who were these doctors?

A. Dr. Emily Hammond Wilson of Drury and Dr. Hugh Ward of Calvert County.

10. How long prior to her commitment were there signs of insanity to the family?

A. About a month or so before that the doctor first saw her, about October, 1940.

11. Did her condition grow steadily worse?

A. Yes.

12. Until she was committed?

A. Yes.

13. Will you state what property your mother has?

A. I hand you a Report from the Bank dated December 4th, 1940 showing a balance of $882.14 in the checking account in the County Trust Company of Owings, Md., I have the deposit book. I show you also a deed from James C. Chaney and wife to Harry H. Turner and wife dated the 29th of September, 1921 recorded among the Land Records of Anne Arundel County in W. N. W. No. 46, folio 40, which conveyed to my mother and her late husband, 75½ acres of land, more or less. That is all the property owned by my mother except $114 that was left in the house which is now in my possession, and a half interest in the tobacco which amounts to between five and six hogsheads that I have also a half interest in.

-----Bank statement filed as Exhibit No. 1, and original deed exhibited to Examiner referred to above.

14. Will you please state whether or not there is any indebtedness against this estate, whether your mother owes any indebtedness against her property?

A. She does. I hand you a statement just received from the Federal Land Bank showing two loans one for $1097.78 which I assume is the Land Bank mortgage, and one for $1225 which I assume is the Land Commissioners Mortgage. The interest on these two mortgages has not been paid as yet because of my mother's condition and because no one was in a position to check against her funds.

15. Have you any suggestion of any one whom you would like to handle this estate as Committee for your mother?

A. I am on the property and feel that I can handle the case myself, if the Court should see fit to appoint me.

16. Have you been informed by the physicians who examined your mother of the probable duration of your mother's illness, whether permanent or temporary?

A. No sir I have not.

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

A. No.

James Webster Lyons.

Petitioner's Solicitor now files with the Examiner the two Doctors' certificates attached to the Bill of Complaint of Dr. S. W. Weltmer and Dr. John R. Runkel.

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

(Childs.)

1. State your name and residenve, please?

A. John F. Armiger, Jewell, Md. 8th District, A.A.Co.,Md.

2. Do you know Mrs. Lulu L. Turner?

A. Yes, she is my sister.

3. Where is Mrs. Lulu L. Turner, your sister, now?

A. She is at Spring Grove State Hospital, Catonsville.

4. When was she sent there?

A. She was taken there December 7th, 1940.

5. Did you see her before she was sent to the Hospital?

A. Yes, I was over there when she was taken out in the car.

6. Had you seen her before?

A. Yes.

7. What was her mantal condition?

A. I could see a big difference in her mental actions for sometime, she did not act sane, I could notice that.

8. Had she ever had this trouble before?

A. Yes, she had been put away once before, I think this was the third time she has an attack but she was not taken away the second time.

9. Do you know whether the physicians believe her condition is permanent?

A. I have not talked with them.

10. Please state to the Court what property, if any you know of, Mrs. Turner owns at this time?

A. She owns her home there at Jewell, I think 75½ acres more or less.

11. From whom did she get that property?

A. She got it from James Chaney, at least Harry Turner did.

12. Do you know whether your sister, Mrs. Turner, had any money in Bank?

A. Not until Webster, her son, was telling me the day she went away when I went to see her.

13. You had no personal knowledge of that?

A. No sir.

14. Had she any crops on the farm?

A. Yes, have tobacco in the barn, Webster and Mr. Taylor, they could tell you better what is there.

15. Do you know whether your sister had any mortgage on her property?

A. Yes she die, I did not know the exact amount until Webster told me when she was taken away it was about $2,000.

16. Mr. Lyons has stated that he could take care of his mother's affairs do you know Mr. Lyons?

A. Yes.

17. Do you think he is capable of taking care of the estate?

A. I think so, I think he will do his part.

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

A. No.

John F. Armiger

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

1. Will you state your name, please?

A. Albert W. Taylor, Jr.

2. Do you know Mrs. Lulu L. Turner?

A. Yes I do, I live on her place.

3. How long have you known Mrs. Turner?

A. I expect I have known her generally for about twenty years.

4. Did you know her just prior to being taken to the Hospital?

A. Yes I did.

5. Did you have reason to observe her condition?

A. I did, yes.

6. Did she appear to you to be of unsound mind?

A. Yes.

7. Do you, of your own knowledge, know of any property Mrs. Turner owned?

A. She owned this farm, I knew that from say so, I never saw the deed to the place, generaly knowledge was it was hers. It is a farm of approximately 75 acres more or less.

8. Do you know of any other property she had?

A. No sir I do not.

9. Has she at the present time any stock of implements or crops on the farm?

A. She has a half interest in the crops worked last year.

10. How much tobacco?

A. I expect to get around 8 hogsheads myself, I worked it last year.

11. Did she have implements or stock?

A. One cow.

12. Have you ever heard any one express whether or not Mrs. Turner's condition is permanent?

A. No I have not.

13. Mr. Lyon believes that he can properly conduct his mother's affairs if the Court should see fit to appoint him as her Committee, what is your opinion as to his ability to conduct his mother's affairs?

A. I think Mr. Lyons could do it all right.

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

A. No.

Albert W. Taylor Jr.

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

Witness my hand and seal this 5th day of Feb. 1941.

Marvin I. Anderson (Seal)

Examiner.

In the Matter of the Estate
of Lulu L. Turner

No. 8120 Equity.
In the Circuit Court For
Anne Arundel County.

Decree. February 26, 1941. Filed Feby. 26" 1941

The above case having been submitted to the Court upon Petition, Testimony and Exhibits and the same having been read and considered, the Court finds that Lulu L. Turner by reason of a mental illness is not capable of managing her person and estate.

It is thereupon this 26th day of February in the year 1941, adjudged, ordered and decreed by the Circuit Court for Anne Arundel County that a Committee be appointed to take charge of the person and estate of the said Lulu L. Turner, and that James Webster Lyons be and he is hereby appointed Committee with full power and authority to take charge of and manage her property and to assume the control of the said Lulu L. Turner under the direction of this Court, but before the said James Webster Lyons shall proceed to act as such Committee he shall give bond to the State of Maryland with security to be approved by this Court or the Clerk thereof in the penalty of One thousand dollars for the faithful discharge of his trust.

Ridgely P. Melvin, Judge.

In the Matter of the Estate of Lulu L. Turner. — No. 8120 Equity. In The Circuit Court For Anne Arundel County.

Bond. -- Filed & Approved this 3rd., day of March, 1941. John H. Hopkins, 3rd., Clerk.

Know All Men by These Presents, that we, James Webster Lyons, Principal and the Royal Indemnity Company, a corporation of the State of New York, surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand Dollars ($1,000.00) current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 3rd day of March in the year of our Lord Nineteen hundred and forty-one.

Whereas the above bounden James Webster Lyons, by virtue of an Order of the Circuit Court for Anne Arundel County dated the 26th day of February in the year 1941, has been appointed Committee of the person and estate of Lulu L. Turner, "In the Matter of the Estate of Lulu L. Turner" lunatic, now pending in said Court.

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

Signed, sealed and delivered in the presence of: Eugene P. Childs. (Corporate Seal)

James Webster Lyons

The Royal Indemnity Company.

By Wilhelmina P. Hopkins, Atty. in fact.

In the Matter of the Estate of Lulu L. Turner. — No. 8120 Equity. In The Circuit Court For Anne Arundel County.

Report of Committee. -- Filed March 4" 1941.

To the Honorable the Judges of said Court,

The Report of James Webster Lyons, respectfully states,

1st: That there is now on deposit at the County Trust Company of Maryland, Owings, Maryland,

the sum of Nine hundred and ninety-seven dollars and six cents ($997.06).

2nd: That the estate owns a one-half interest in between five and six hogsheads of tobacco now in the barn on the farm owned by the said Lulu L. Turner, value unknown.

3rd: That the said Lulu L. Turner also owns a farm conveyed unto her by James Chaney containing about seventy-five acres of land, subject to two mortgages, one to the Federal Land Bank for One thousand and ninety-seven dollars and seventy-eight cent($ 1,097.78) and one to the Land Bank Commissioner for one thousand two hundred and twenty-five dollars ($1,225.00).

4th: That your petitioner has paid the costs, attorney's fees and all other expenses in said case, as follows:

Clerk of Court, costs	$31.55	
Eugene P. Childs Fee allowed by Court	100.00	
Dr. John B. Runkel	5.00	
Dr. Silas W. Weltner	5.00	
Premium on bond	10.00	
B. Compton Graham, Notary	.50	
Wilhelmina Hopkins, Notary	.50	$152.55

Respectfully submitted.

James Webster Lyons, Committee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 3rd day of March in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared James Webster Lyons and made oath in due form of law that the above matters and facts are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

(Notarial Seal) Wilhelmina P. Hopkins,

Notary Public.

In The Matter of the Sale of the	:	No. 8122 Equity.
Mortgaged Real Estate	:	In The Circuit Court For
of	:	Anne Arundel County.
Knollie G. Pumphrey, widower	:	

Original Mortgage, Assignment and Statement -- Filed Dec. 21" 1940

This Mortgage, Made this 2nd day of April in the year nineteen hundred and twenty one, by Knollie G. Pumphrey, widower, of Anne Arundel County and the State of Maryland, party of the first part, and William T. Grieves, of County and State aforesaid, party of the second part,

Whereas there is justly due and owing by the party of the first part to the party of the second part Thirty Seven Hundred and Six Dollars and eighty six cents, which said sum is to be paid, with interest, on the 15th day of September 1921. 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 Knollie G. Pumphrey doth grant and convey unto William T. Grieves, his heirs and assigns, 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 forty acres more or less that was devised to the said Knollie G. Pumphrey by his father, William Pumphrey, by his last Will and Testament, now of record in the office of the Register of Wills of Anne Arundel County in Book No. 43, folio 71 etc.

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

To Have And To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of William T. Grieves, his heirs and assigns forever.

Provided, that if the said Mortgagor, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Thirty Seven Hundred and Six Dollars and eighty six cents, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Mortgagor shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagor, for himself, his heirs, personal representatives and assigns, doth hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, his personal representatives or assigns, or Bruner R. Anderson, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all

costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner, and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Twenty Five dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor, for himself, his personal representatives and assigns, doth further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure the benefit of the said Mortgagee, his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his personal representatives and assigns.

Witness the hand and seal of the said Mortgagor.

Test: Knollie G. Pumphrey(Seal)

Cora A. DuLaney

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this 2nd day of April in the year nineteen hundred and twenty one, before me, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared Knollie G. Pumphrey, the Mortgagor named in the aforegoing Mortgage and acknowledged the aforegoing Mortgage to be his act. At the same time also appeared Bruner R. Anderson, Agent of the within named Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and that he is the Agent of the said Mortgagee.

Witness my hand and Notarial Seal.

(Notarial Seal) Cora A. DuLaney,

Notary Public.

November 25, 1940

For purposes of foreclosure, I do herewith assign the within and aforegoing mortgage to J. Warfield Armiger.

As witness my signature the day and year above written.

Test: Ethel Cole William T. Grieves (Seal)

Received for Record 21 day of Dec. 1940, at 9 o'clock A. M. and the same day recorded

in Liber W. N.W. No. 35, Fol. 359, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Statement of Mortgage Debt.

April 2, 1921	To mortgage	$3706.86
Oct. 2, 1935	To interest 14 yrs., 6 mos.	3224.94
		6931.80
Oct. 2, 1935	Credit	3283.24
		3648.56
Jan. 2, 1937	To interest, 1 yr., 3 mos.	273.64
		3922.20
Jan. 2, 1937	By cash	240.00
		3682.20
Dec. 2, 1937	To interest, 11 mos.	202.52
		3884.72
Dec. 2, 1937	By cash	240.00
		3644.72
Dec. 2, 1938	To interest, 1 yr.	218.68
		3863.40
Dec. 2, 1938	By cash	230.00
		3633.40
Dec. 2, 1938	To interest, 2 yrs.	436.00
		4069.40

J. Warfield Armiger, Assignee.

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, That on this 19th day of December in the year nineteen hundred and forty, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared J. Warfield Armiger, Assignee, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

(Notarial Seal) Edwin K. Gontrum,

Notary Public.

Filed Dec. 21st. 1940.

In The Matter of The Sale of The Mortgaged Real Estate of Knollie G. Pumphrey, widower

No. 8122 Equity.

In The Circuit Court For Anne Arundel County.

Assignee's Bond -- Filed Dec. 21st., 1940.

Know All Men by These Presents:

That we J. Warfield Armiger, of Towson, Maryland, as Principal and New Amsterdam Casualty Company, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand and 00/100 ($5,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 16th day of December in the year nineteen hundred and forty.

Whereas, the above bounden J. Warfield Armiger by virtue of the power contained in a Mortgage from Knollie G. Pumphrey, widower, to William T. Grieves, bearing date the 2nd day of April nineteen hundred and twenty-one, and recorded among the Land Records of Anne Arundel County, in Liber W. N. W. No. 35, Folio 357, and assigned to the said J. Warfield Armiger,

who is about to sell the land and premises described in said Mortgage , default having been made in the payment of the money as specified, and in the condition and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden J. Warfield Armiger 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 — J. Warfield Armiger (Seal)

in the presence of — (Corporate Seal) New Amsterdam Casualty Company

Kathryn S. Holmes — By E. C. Due,

Attest: — Vice-President.

J. Fred Eierman,

Assistant Secretary.

In The Matter Of The Sale Of — No. 8122 Equity.

The Mortgaged Real Estate of — In The Circuit Court For

Knollie G. Pumphrey, widower. — Anne Arundel County.

Report of Sale -- Filed January 21st. 1941.

To The Honorable, The Judges of Said Court:

The Report of J. Warfield Armiger, assignee of the mortgage filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder, respectfully shows:

That the said mortgage, being in default, having given bond with surety, which was duly approved, and having given twenty days' notice of the time, place, manner and terms of sale by advertisement in the "Maryland Gazette," a newspaper printed and published in Anne Arundel County, he did, pursuant to the said notice of sale, attend in person at the Courthouse door in the City of Annapolis, Maryland, on Tuesday, January 21, 1941, at 10:30 a.m., and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said mortgage, to wit:

All that parcel of ground situate and lying in the Fifth Election District of Anne Arundel County, Maryland, and described as follows in a deed dated December 14, 1835, from Zaccheus Pumphrey and wife to William Pumphrey, which deed is recorded among the Land Records of Anne Arundel County in Liber W. S. G. No. 20, folio 433, to wit:

All our right, title, interest and demand in and to that lot of land No. 4 which the said Zaccheus Pumphrey became entitled to by the devise of his father, Cockey Pumphrey, the said Lot No. 4 containing 41 acres, more or less, and being in Anne Arundel County and being part of a tract of land formerly owned by the said Cockey Pumphrey, father to Zaccheus, called "Cromwell's Inheritance," or by whatsoever name the same may be called.

Being also the same tract of land which was devised to the said Knollie G. Pumphrey by William Pumphrey, his father, by his Last Will and Testament, and referred to therein as Nollie Grafton Pumphrey, recorded in the Office of the Register of Wills of Anne Arundel County in Book No. 43, folio 71.

Said property being sold to W. T. Grieves at and for the sum of Two thousand dollars ($2000.00), being at that price then and there the highest bidder therefor. The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

J. Warfield Armiger,Assignee.

State of Maryland Anne Arundel County To Wit:

I Hereby Certify that on this 21st day of January, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared J. Warfield Armiger, assignee, and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal) Grace E. Roth

Notary Public.

Purchaser's Agreement and Certificate of Auctioneer -- Filed January 21st, 1941.

This is to certify that I have purchased at public auction from J. Warfield Armiger, assignee, the property described in the advertisement attached hereto for the sum of $2000.00 Dollars; and I agree to comply with the terms of sale as set forth therein.

As Witness my hand and seal this 21st day of January, 1941.

Witness:

J. Warfield Armiger as to W. T. Grieves (Seal)
Per W. O. Grieves

This is to certify that I have this day sold at public auction for J. Warfield Armiger, assignee, the property described in the advertisement attached hereto to W. T. Grieves at and for the sum of Two thousand Dollars, being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

As Witness my hand and seal this 21st day of January, 1941.

Witness: W. B. Elliott (Seal)

Grace E. Roth Auctioneer.

ORDER NISI

Ordered, this 21st., day of January, 1941, That the sale of the property mentioned in these proceedings, made and reported by J. Warfield Armiger, assignee of the mortgage filed herein, Be Ratified and Confirmed, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $2000.00

John H. Hopkins,3rd., Clk.

Certificate of Publication Annapolis, Md., February 21, 1941

We hereby certify, that the annexed Order Nisi --Equity #8122 Sale --Estate of Knollie G. 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 21st. day of February, 1941. The first insertion being made the 23rd day of January, 1941

The Capital-Gazette Press, Inc.
By Lydia S. Griscom

Ordered By The Court, This 24th day of February, 1941, 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, A. J.

In the Matter of the Sale of the Mortgaged Real Estate of Knollie G. Pumphrey, Widower.

No. 8122 Equity.
In The Circuit Court For
Anne Arundel County.

Auditor's Report and Account -- Filed March 14th., 1941.

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 Knollie G. Pumphrey, Widower in ac. with J. Warfield Armiger, Assignee.

To Assignee for fee	$25.00	$
To Assignee for commissions	93.00	118.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	11.75	
Auditor	9.00	30.75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	27.00	
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 - auditor's acct.	5.00	
Clerk of Court - recording assignment	.75	
W. B. Elliott - auctioneer	15.00	
New Amsterdam Casualty Co. - bond premium	20.00	
One-half Federal revenue stamps	1.10	
One-half State revenue stamps	1.00	
Grace E. Roth - notary fee	.50	80.85
To Assignee for Taxes, viz:		
1940 State and County taxes	48.13	
1941 State and County taxes	2.49	50.62
To William T. Grieves, mortgagee- this balance on account mortgage claim		1,719.78
		$2,000.00

To Amount brought forward $2,000.00

Amount of mortgage claim filed $4,069.40
Cr. Amount allowed as above personam 1,719.78
Balance subject to decree in $2,349.62

Cr. Jan. 21, 1941 Proceeds of Sale $2,000.00

ORDER NISI

Ordered, This 14th day of March, 1941, 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, 1941

We hereby certify, that the annexed Order Nisi -- 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 15th day of April, 1941. The first insertion being made the 20th day of March, 1941.

The Capital-Gazette Press, Inc.
By Ruth Gott

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 17th day of April, 1941, 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	:	No. 8130 Equity.
Adoption of Mary Jane	:	In The Circuit Court For
Baker, infant.	:	Anne Arundel County.

Petition and Order -- Filed January 20th., 1941.

To The Honorable, The Judges of Said Court:

The joint petition of George Jacobsen and Annie E. Jacobsen, his wife, respectfully shows unto your Honor.

(1) That your petitioners are residing at 28 Market Space, in the City of Annapolis, Anne Arundel County, State of Maryland.

(2) That your petitioners were married on the 13th day April, 1936, in the City of Baltimore, State of Maryland, by a religious ceremony and have lived together as husband and wife ever since.

(3) That your petitioner, George Jacobsen is now employed by the Community Meat Market, Annapolis, Maryland.

(4) That Mary Jane Baker, infant daughter of Hazel Baker and Elsie M. Baker, his wife, was born on the 11th day of April, 1940, at Cambridge, Maryland, but has been living with your petitioners since September 15th, 1940, with the consent of her parents.

(5) That your petitioners are greatly attached and devoted to the said Mary Jane Baker, and desire to adopt her legally as their own child, and your petitioners are financially able to take care of said infant child, and are qualified to rear, educate and bestow proper care upon the said infant, and that the best interest and welfare of said child would be promoted by her adoption by your petitioners, George Jacobsen and Anne E. Jacobsen.

Ef (6) That Hazel Baker and Elsie M. Baker, parents of the said infant, consent to the adoption of said infant by your petitioners.

(7) That your petitioners desire to change the name of said infant from Mary Jane Baker to Mary Jane Jacobsen.

(8) That your petitioners, George Jacobsen and Annie E. Jacobsen, his wife, deem such action advantageous to the well-being of the said infant child.

WHEREFORE YOUR PETITIONERS PRAY:

That a Decree of this Honorable Court be passed declaring said infant, Mary Jane Baker, to be the adopted daughter of George Jacobsen and Annie E. Jacobsen, his wife, and changing the name of said infant to Mary Jane Jacobsen.

That your petitioners may have such other and further relief as their case may require.

And as in duty bound, etc.

William W. Townshend,Jr.
Solicitor for Petitioners

George Jacobsen
Annie E. Jacobsen

State of Maryland, Anne Arundel County, To Wit:-

I Hereby Certify that on this 10th day of January,1941, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personall_ appeared George Jacobsen and Annie E. Jacobsen, his wife, Petitioners aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge and belief.

Witness my hand and seal Notarial

(Notarial Seal) William W. Townshend,Jr.
Notary Public.

State of Maryland, Anne Arundel County, To Wit:

This Is To Certify that I, Hazel Baker, father of Mary Jane Baker, have read the aforegoing Petition, and being fully aware of the contents thereof, do hereby consent to the passage of such Orders of Court as may be necessary to accomplish the end therein prayed.

Hazel Baker, father

Subscribed and sworn to before me, this 10th day of January, 1941.

(Notarial Seal) William W. Townshend

Notary Public.

State of Maryland, Anne Arundel County, To Wit:

This Is To Certify that I, Elsie M. Baker, mother of Mary Jane Baker, have read the aforegoing Petition , and being fully aware of the contents thereof, do hereby consent to the passage of such Orders of Court as may be necessary to accomplish the end therein prayed.

Elsie M. Baker, mother

Subscribed and sworn to before me, this 10th day of January, 1941.

(Notarial Seal) William W. Townshend Jr.

Notary Public.

Exhibit #1 -- Filed January 20th., 1941.

Maryland State Department of Health Bureau of Vital Statistics

CERTIFICATE OF BIRTH REGISTRATION

This is to certify that a certificate of birth bearing the name of Mary Jane Baker born on April 11, 1940, at Cambridge County of Dorchester, Maryland, has been filed in the office of the State Registrar of Vital Statistics.

Name of father Hazel Baker

Maiden name of mother Elsie May Parks

Date filed April 17, 1940 (Corporate Seal) R. H. Riley

Registrar of Vital Statistics

DECREE

Upon consideration of the aforegoing Petition, Affidavit and Consents, it is, this 21st day of January, 1941, by the Circuit Court for Anne Arundel County, Adjudged, Ordered And Decreed that Mary Jane Baker, be and she is hereby declared to be the legally adopted child of George Jacobsen and Anne E. Jacobsen, his wife, as prayed in said Petition, and that the name of the said Mary Jane Baker, infant, be and it is hereby changed to Mary Jane Jacobsen, and that the Petitioners pay the costs of the proceedings in this case.

Ridgely P. Melvin, Judge.

In the Matter of the Petition : No. 8144 Equity.
for Change of name of Henry : In the Circuit Court For
Warren Drechsel. : Anne Arundel County.

Mr. Clerk:

Please file.

Henry Warren Drechsel

Order of Court: --Filed Feby. 17th., 1941.

To the Honorable the Judge of said Court:-

The Petition of Henry Warren Drechsel respectfully states to the Court:-

Ex

1. That your Petitioner is a Lt. J. G. U. S. N. R., now residing at 156 Prince George street, Annapolis, Maryland, and on the advice of his Commanding Officer, after having given considerable thought to the matter, is now asking the Court to permit him to change the spelling of his sur-name from "Drechsel" (pronounced Drexel) /to spell Drexel thereby simplifying the spelling of same as well as avoid confusion in the pronunciation of same, under Section 118 of Article 16 of the Code.

And as in duty, etc.

Henry Warren Drechsel,
Petitioner

Upon the aforegoing Petition, it is this 17th day of February, 1941, Ordered and Decreed that the Petitioner, Henry Warren Drechsel, be and he is allowed to change the spelling of his sur-name to Drexel, and that his name shall now read Henry Warren Drexel, in pursuance of Section 118 Article 16 of the Annotated Code of Maryland, Flack's Edition 1939.

Ridgely P. Melvin, Judge.

:

Ex Parte : No. 8151 Equity.
In The Matter of the Adoption : In The Circuit County For
of Baby Sturtz Anne Arundel County.

Petition and Consent. Filed March 7" 1941

To the Honorable, The Judge of Said Court:

The petition of Henry W. Wolf and Louise Wolf, his wife, respectfully represents unto your Honor:

Ex

1. That your petitioners reside on Hammond's Lane, Brooklyn, Anne Arundel County, Maryland.

2. That they have had care and custody of a baby girl since its birth in Baltimore, Md. on February 14, 1941; that said infant is the child of Catherine Sturtz and an unknown father; that the said Catherine Sturtz is a widow and the mother of four other children, and is unable to provide for the support of said baby girl.

3. That the marriage of your petitioners is happy, but childless; that though they desire children, a recent operation undergone by the petitioner, Louise Wolf, has rendered her sterile and incapable of procreation; that your petitioners have already become affectionately attached to said baby girl and desire to adopt her; that they have been advised

and are fully aware that their adoption of said infant will legally impose upon them all the duties and obligations of parenthood and will confer upon said infant all the legal rights of a natural born child.

4. That the petitioner, Henry W. Wolf, is steadily employed and is able adequately to support said infant and to give it a good home and proper rearing.

5. That the adoption of said infant by your petitioners will promote her best interests and welfare and has the complete acquiescence and approval of her mother, whose consent is attached hereto and prayed to be considered a part hereof.

Wherefore, your petitioners pray:

(a) That said infant be decreed the legally adopted child of your petitioners.

(b) That the name of said infant be decreed to be Betty Louise Wolf.

(c) That your petitioners may have such other and further relief as the nature of their case may require.

And as in duty bound, etc.

Henry W. Wolf
Mrs. Louise S. Wolf, Petitioners

Solomon B. Levin,
Solicitor for Petitioners

State of Maryland City of Baltimore To Wit:

I Hereby Certify that on this 1st day of March, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Henry W. Wolf and Louise Wolf, his wife, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true, to the best of their knowledge and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) C. A. Rodowskas
Notary Public.

CERTIFICATE OF CONSENT

I Hereby Certify that I, Catherine Sturtz, the undersigned, and the mother of the baby girl mentioned in the aforegoing and attached petition for her adoption, have read said petition and understand and approve it; that I have consented and do hereby consent to the adoption of my said infant daughter by Henry W. Wolf and Louise Wolf, his wife, and to the change of her name, as prayed; that this consent is my free, voluntary and deliberate act, done in the full knowledge that upon such adoption, the said Henry W. Wolf and Louise Wolf, his wife, will exclusively acquire all the rights and privileges and exclusively assume all the obligations of parenthood with respect to my infant daughter, in the same manner and to all intents and purposes as if she had been their natural child, born to them in lawful wedlock.

Catherine Strutz.

Subscribed, sworn to and acknowledged before me, this 1st day of March, 1941.

(Notarial Seal) C. A. Rodowskas
Notary Public.

DECREE

Upon consideration of the aforegoing Petition and of the Certificate of Consent;

It Is Thereupon, this 7th day of March, 1941, by the Circuit Court for Anne Arundel County In Equity, Adjudged, Ordered, and Decreed that Baby Sturtz, the infant female men-

tioned in said petition and Certificate of Consent be, and she is hereby declared, the legally adopted child of Henry W. Wolf and Louise Wolf, his wife, as prayed in said petition;

It Is Hereby further Ordered, Adjudged, and Decreed that the name of said infant female be and the same is hereby changed from Baby Sturtz to Betty Louise Wolf; and that said petitioners pay the cost of the proceedings to be taxed by the Clerk.

Ridgely P. Melvin,
Chancellor

Clausen P. Kelly, et al	:	No. 8153 Equity.
vs.	:	In The Circuit Court For
Julia Kelly, etc., et al.	:	Anne Arundel County.

Bill of Complaint -- Filed March 7" 1941

To The Honorable, The Judges of Said Court:

Your Orators, complaining, say:

First: That upon the death of Levin P . Kelly on June 9, 1939, and Julia A. Kelly, his wife, on January 14, 1940, both intestate, parents and grandparents of certain of your orators, real estate situated in Eastport, Anne Arundel County, Maryland, and more fully described in the following deeds, certified copies of which are filed herewith and marked Complainants' Exhibits Nos. 1, 2, 3, 4 and 5, descended unto your orators, Clausen P. Kelly, Edward H. Kelly, Bernard A. Kelly, William E. Kelly, Kendrick L. Kelly, Sarah F. Gay, Elizabeth K. Tankersley, Elaine Kelly Clark and Julia Kelly as the next of kin and surviving heirs at law.

Ef (a) Complainants' Exhibit No. 1 - Deed dated November 28, 1902, from the Farmers National Bank of Annapolis to Levin P. Kelly, recorded in Liber G. W. No. 29, folio 197 (Lot No. 1, unimproved)

(b) Complainants' Exhibit No. 2 - Deed dated May 23, 1904, from the Farmers National Bank of Annapolis to Levin P. Kelly, recorded in Liber G. W. No. 37, folio 100 (Lots Nos. 13 and 14, unimproved)

(c) Complainants' Exhibit No. 3 - Deed dated July 3, 1926, from George W. Riley and wife to Levin P. Kelly, recorded in Liber W. M. B. No. 25, folio 384 (lot, marsh and improvements on Severn Avenue, consisting of gasoline filling station and dwelling)

(d) Complainants' Exhibit No. 4-- Deed dated July 28, 1896, from Mary E. Lockett and husband to Levin P. Kelly, recorded in Liber G. W. No. 3, folio 154.

(e) Complainants' Exhibit No. 5 - Deed dated January 10, 1900, from Thaddeus T. Lockett and wife to Mrs. Julia Kelly, recorded in Liber G. W. No. 16, folio 273 (the above two lots of ground improved by a dwelling house)

Second: That all of your orators are adults and sui juris with the exception of Julia Kelly, who is an infant under 21 years of age, who has since become married to George W. McBride.

Third: That after the settlement of the personal estates of said decedents, an amicable

partition was agreed upon by your orators; and as a result thereof, they all, including the said Julia Kelly, single, infant, joined in a deed conveying all of said real estate so descended unto Grace E. Roth by deed dated November 11, 1940, and recorded in Liber J. H. H. No. 228, folio 216, a certified copy of which deed is filed herewith, and marked Complainants' Exhibit No. 6, and that the said Grace E. Roth on the same date conveyed to Edward H. Kelly, Sarah F. Gay and Elizabeth K. Tankersley the lots of ground and improvements described in Complainants' Exhibits Nos. 4 and 5, and to Clausen P. Kelly, Bernard A. Kelly, Kendrick L. Kelly, William E. Kelly, Elaine Kelly Clark and Julia Kelly the lots of ground and improvements described in Complainants' Exhibits Nos. 1, 2 and 3, a certified copy of which deed is filed herewith and marked Complainants' Exhibit No. 7, it being the intention of the parties hereto that the said Julia Kelly, now 19 years of age, upon reaching her majority would execute a confirmatory deed ratifying her conveyance. That subsequently, however, two lots of ground out of the tract described in Complainants' Exhibits Nos. 1 and 2 were sold by the therein-mentioned grantees and deeds were accordingly executed conveying the same to the purchasers, in which the said Julia Kelly, single, joined as grantor to wit: (a) deed dated February 8, 1941, to Windsor Burdette, recorded in Liber J. H. H. No. 221, folio 186, for a consideration of $800.00; (b) deed dated February 18, 1941, to Harvey C. Kelly and wife, recorded in Liber J. H. H. No. 232, folio 117, for a consideration of $100.00.

Third: That purchasers, Tam Joines and Gussie Joines, his wife, have been obtained for the property described in Complainants' Exhibit No. 3, including the gasoline filling station and dwelling house, at a purchase price of $3,000.00, which is fair and reasonable, and that the present adult owners and the infant, Julia Kelly McBride, are required to convey the same by good and marketable title, which necessitates the appointment of a trustee for the said infant under an order of this Honorable Court.

Fourth: That the original partition whereby the said infant, Julia Kelly, acquired an interest in the unimproved lots and filling station was fair and equitable and the considerations received for the conveyance of Lots Nos. 1 and 14 were adequate, as is the purchase price of the gasoline filling station, and all of the same beneficial and advantageous to the said infant as set forth herein.

Fifth: That in order to perfect the title to the lots of ground hereinbefore deeded by said Julia Kelly, single, infant, and properly to convey good title to the purchaser of said gasoline filling station, a trustee must be appointed by this Honorable Court to act for said infant.

TO THE END, THEREFORE:

(1) That the aforementioned partition be ratified by this Honorable Court.

(2) That a trustee may be appointed by this Court for the following purposes:

(a) To execute a deed confirming the conveyance to Grace E. Roth made by Julia Kelly, single, infant, by deed dated November 7, 1940, and recorded in Liber J. H. H. No. 228, folio 216.

(b) To execute a deed confirming the conveyance to Windsor Burdette by Julia Kelly, single, infant, by deed dated February 8, 1941, and recorded in Liber J. H. H. No. 221, folio 186.

(c) To execute a deed confirming the conveyance to Harvey C. Kelly and wife by Julia Kelly, single, infant, by deed dated February 18, 1941, and recorded in Liber J. H. H.

No. 232, folio 117.

(d) To execute a deed conveying the estate and interest of the said Julia Kelly McBride in the property described as a gasoline filling station and dwelling situated on Severn Avenue, Eastport, Maryland, to Tam Joines and wife in accordance with the terms above set forth.

And for such other and further relief as their case may require.

May It Please Your Honors to grant unto your orators the writ of subpoena directed to the said Julia Kelly McBride and George W. McBride, her husband, who reside at No. 710 Severn Avenue, Eastport, 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.

And As In Duty Bound, etc.

Albert J. Goodman
Solicitor for Complainants

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 6th day of March, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Clausen P. Kelly and Josephine M. Kelly, his wife; Edward H. Kelly, single; Bernard A. Kelly and Gertrude M. Kelly, his wife; William E. Kelly and Vera A. Kelly, his wife; Kendrick L. Kelly and Beulah E. Kelly, his wife; Sarah F. Gay, widow; Elizabeth K. Tankersley, divorced; Elaine Kelly Clark and William Clark, her husband; and Helen M. Hughes, mother and next friend to Julia Kelly McBride, and George W. McBride, 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.

As Witness my hand and Notarial Seal.

(Notarial Seal) Grace E. Roth
Notary Public.

Clausen P. Kelly, et al
vs.
Julia Kelly, etc., et al.

No. 8153 Equity.
In The Circuit Court For
Anne Arundel County.

Complainants' Exhibit No. 1 -- Filed March 7" 1941.

This Deed made this twenty eighth day of November, nineteen hundred and two, by the Farmers National Bank of Annapolis, a body corporate, duly incorporated under the laws of the United States, party of the first part, and Levin P. Kelly of Anne Arundel County, State of Maryland, party of the second part,

Whereas the said party of the first part hath bargained and sold unto the said party of the second part the lot of ground hereinafter described at and for the sum of Two Hundred Dollars ($200.) the receipt whereof by the said party of the first part from the said party of the second part, is hereby acknowledged. Now, therefore, this deed witnesseth that in consideration of the premises the said the Farmers National Bank of Annapolis doth hereby grant and convey unto the said Levin P. Kelly, his heirs and assigns, all that lot or part of a lot or parcel of ground lying and situate in the Second Election District of said county, in or near the Village of Eastport, which is thus described: the same being a portion of the tract of land

called and known as "The President" which tract of land was conveyed to the said bank from James Revell, Trustee, by deed dated the fifteenth day of February, eighteen hundred and ninety-nine and recorded among the Land Records of said County in Liber G. W. No. 12, at folio 269, etc., and which lot of ground, hereby conveyed is described and indicated as lot number one (1) on a plat of the sub-division of said tract of land, made by E. Lacy Chinn surveyor, and filed in an Equity cause No. 1880, entitled "In the Matter of the Trust Estate of John B. Wells", remaining in the Circuit Court for said county: Beginning for the same at a point on the northerly side of the Public Road running from said village to Thomas Point, where is located a boundary stone marked "C" on said plat, which stone is one of the boundary stones of the whole original tract, and running from said stone and with the said public Road south fifty eight degrees thirty five minutes west two hundred and fifty six feet, to the line of lot No. two (2) on said plat; thence with the northeasterly line of said lot No. 2 north eighteen and three-quarter degrees west Three hundred and forty feet to the line of lot No. six (6) on said plat; thence with the line of lot No. 6, and parallel with the line of the said Public Road, north fifty eight degrees thirty five minutes east two hundred and fifty six feet to the outline of the whole tract; thence with the said outline south eighteen and three quarter degrees east three hundred and forty feet to the beginning stone; containing two acres of land, more or less. Together with the improvements thereon and all and singular the rights, privileges and appurtenances thereto belonging, or in anywise appertaining. And this Deed further witnesseth that the said bank, the grantor herein hath appointed and doth hereby appoint George A. Culver its attorney in fact for it and in its name to acknowledge this deed as and for its act and deed, to the intent that the same may be recorded according to law.

Witness the hand of J. Wirt Randall, the President of the said bank and the corporate seal thereof, attested by its Cashier, the day and year aforesaid.

Attest: G. A. Culver, Cashier (Seal) J. Wert Randall,
President of the Farmers National
Bank of Annapolis

_____Maryland, Anne Arundel County, to wit:

I hereby certify that on this twenty-sixth day of December, nineteen hundred and two, before the subscriber, a Notary Public of the State aforesaid, in and for the County aforesaid, personally appeared the within named George A. Culver the attorney named in the foregoing deed, and by virtue of the power and in pursuance of the authority thereby conferred upon him, acknowledged the said deed to be the act and deed of the Farmers National Bank of Annapolis, the grantor therein.

Witness my hand and Notarial Seal.

(Notarial Seal) Jas. A. Walton,
Notary Public

Recorded 22 April 1903.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the aforegoing Deed was truly taken and copied from Liber G. W. No. 29 folio 197, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto sey my hand and affix the Seal of the Circuit Court

for Anne Arundel County, this 4th day of March, A.D. 1941.

(Court Seal) John H. Hopkins,3rd., Clerk.

Clausen P. Kelly, et al — No. 8153 Equity.

vs. — In the Circuit Court For

Julia Kelly, etc.,et al — Anne Arundel County.

Complainants' Exhibit No. 2 -- Filed March 7"1941.

This Deed made this Twenty third day of May Nineteen hundred and four, by the Farmers National Bank of Annapolis, a body corporate duly incorporated under the laws of the United States party of the first part, and Levin P_ Kelly, of the second part, both of Anne Arundel County, State of Maryland:

Whereas, the said party of the first part hath bargained and sold unto the said party of the second part the lot of ground hereinafter described at and for the sum of Two Hundred Dollars, the receipt whereof by the said party of the first part from the said party of the second part is hereby acknowledged:

Now, therefore this Deed Witnesseth that in consideration of the premises the said The Farmers National Bank of Annapolis doth hereby grant and convey unto the said Levin P_ Kelly, his heirs and assigns, all that lot or part of a lot or parcel of ground, lying and situate in the Second Election District of said County, in or near the village of Eastport, which is thus described: The same being a portion of the tract of land called and known as "The President", which tract of land was conveyed to the said bank from James Revell Trustee by deed dated the fifteenth day of February Eighteen Hundred and Ninety nine, and recorded among the Land Records of the said County in Liber G_W_ No_ 12 at folios 269 etc: and which lot of ground hereby conveyed is described and indicated as "Lot Number Two" (2) on a plat of the subdivisions of said tract of land, made by E_ Lacy Chinn, Surveyor, and filed in an Equity Cause No_ 1880, entitled "In the matter of the Trust Estate of John B_ Wells", remaining in the Circuit Court for Anne Arundel County aforesaid_

Beginning for the same at a point on the northerly or north westerly side of the Public Road running from said Village to Thomas Point, at the end of the first line of Lot No_ 1 of said Subdivisions, which Lot No_ 1 was conveyed to the said Levin P_ Kelly from the said bank by deed dated the twenty eighth day of November Nineteen Hundred and Two, and recorded among the said Land Records in Liber G_ W_ No_ 29 at folio 197 and which point of beginning for the lot hereby conveyed is distant two hundred and fifty six feet from the Boundary stone marked "L" on the said plat, one of the boundary stones of the entire original tract known as "The President" and running thence with the said public road South Fifty eight degrees Thirty five minutes West Two Hundred and Fifty Six feet to the north Easterly side of a thirty eight foot road laid down on the said plat, thence with the north Easterly side of said last mentioned road North Eighteen and three quarters degrees West Three Hundred and forty feet to the line of Lot No. 6, as laid down on said plat, thence with the line of Lot No_ 6, and parallel with the line of the said Public Road, North Fifty eight degrees Thirty five minutes East, Two Hundred and fifty six feet to the line of Lot No_ 1 aforesaid, thence with the line of Lot No_ 1 South Eighteen and three quarter degrees, East Three Hundred and Forty feet to the point of beginning; Containing Two (2) Acres of Land more or less_

Together with all and singular the improvements thereon and the rights, roads, ways, waters privileges and appurtenances thereunto belonging or in any ways appertaining_

And this Deed further Witnesseth that the said bank hath appointed and doth hereby appoint George A_ Culver its Attorney in fact for it and in its name to acknowledge this Deed as and for its act and deed so that the same may be recorded according to law_

Witness the hand of J_ Wirt Randall, the President of said bank and the Corporate Seal thereof duly attested by its Cashier_

Attest (Corporate Seal) J_ Wirt Randall

G_ A_ Culver, Cashier President of the Farmers National

Witness Bank of Annapolis

Jas_ A_ Walton

_____ Maryland Anne Arundel County to wit_

I hereby Certify that on this Twenty fourth day of May before the subscriber a Notary Public of the State aforesaid in and for the County aforesaid personally appeared the within named George A_ Culver, the attorney named in the foregoing instrument and by virtue of the authority thereby conferred upon him acknowledged the foregoing deed to be the act and deed of the Farmers National Bank of Annapolis the grantor therein_

Witness my hand and notarial seal_

_____ Jas_ A_ Walton

Recorded 24 May 1904 Notary Public

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, That the aforegoing Deed is truly taken and copied from Liber G. W. No. 37, folio 100, one of the Land Record books for Anne Arundel County.

In Testimony Whereof, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 5 day of March, A. D. 1941.

(Court Seal) John H. Hopkins,3rd.,Clerk.

Clausen P. Kelly, et al No. 8153 Equity.

vs. In The Circuit Court For

Julia Kelly, etc.,et al Anne Arundel County.

Complainants' Exhibit No. 3 -- Filed March 7" 1941

This Deed made this 3rd day of July, 1926, by and between George W. Riley and Jennie F. Riley, his wife, parties of the first part, and Levin P. Kelley party of the second part, of Anne Arundel County, Maryland, Witnesseth:

That for and in consideration of the sum of Five dollars ($5.00), and other good and valuable considerations, paid by the said party of the second part, to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, his heirs or assigns.

All that lot of ground situate at the intersection formed by the northwest side of Severn Avenue with the southwest side of Second Street, in the village of Eastport, Second Election District of Anne Arundel County, Maryland, and described as follows:-

Beginning for the same at the intersection formed by the northwest side of said Severn Avenue with the southwest side of said Second Street, and running from thence with the north-

west side of said Severn Avenue, southwesterly 70 feet; thence leaving said Severn Avenue, at right angles thereto, northwesterly, 197.25 feet to the division line of the property now owned by The Annapolis Yacht Building Company; thence with said division line northwesterly, 70 feet to the southwest side of said Second Street; thence with the same southeasterly 197.25 feet to the northwest side of said Severn Avenue and the place of beginning. Being a portion of the lot of ground which was conveyed to the said George W. Riley and wife by the C. W. Martin Company of Annapolis, Maryland, by deed dated the 31st day of May, 1922, and recorded among the Land Records of Anne Arundel County, in Liber W. N. W. No. 56 folio 145; a part of said property being recorded with said deed.

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

To Have and To Hold the above described lot of ground unto and to the proper use and benefit of the said party of the second part, his heirs or assigns, forever, in fee simple.

And the said parties of the first part hereby covenant that they will warrant specially the lot of ground, hereby intended to be conveyed and will execute such other and further assurances of the same as may be necessary.

Witness the hands and seals of the said grantors.

Test: Geo. W. Riley (Seal)

Ruby W. Chaney Mrs. Jennie F. Riley (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 3rd day of July, 1926, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George W. Riley and Jennie F. Riley, his wife, and acknowledged the aforegoing Deed to be their act.

Witness my hand and notarial seal.

(Notarial Seal) Ruby W. Chaney

Recorded 6 July 1926 at 10 A. M. Notary Public.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the aforegoing Deed was truly taken and copied from Liber W. M.B. No. 25, Folio 384 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 4th day of March, A. D. 1941.

(Court Seal) John H. Hopkins,3rd., Clerk.

Clausen P . Kelly, et al No. 8153 Equity.

vs. In The Circuit Court For

Julia Kelly, etc.,et al Anne Arundel County.

Complainants' Exhibit No. 4 -- Filed March 7" 1941.

This Deed made this twenty eighth day of July Eighteen Hundred and Ninety-six, between Mary E. Lockett and Thaddeus T. Lockett, her husband of Anne Arundel County, and State of Maryland, of the one part and Levin P. Kelly and Julia Kelly, his wife, of the County and State aforesaid, of the second part.

Whereas the lot or part of the lot of ground hereinafter described was intended to be conveyed by the said parties of the first part to the said parties of the second part by a deed dated the twenty first day of May Eighteen Hundred and Ninety six and recorded among the Land Records of said Anne Arundel County, in Liber G. W. No. 2 folio 273 &c.,

And Whereas the said deed is deemed defective in that the said lot or part of a lot of ground therein described does not properly and correctly locate and designate the ground intended to be conveyed, and it is the wish and intention of the said parties of the first part to correct the description erronously given to the said ground in the above specified deed and to confirm in and convey to the said parties of the second part the lot or part of a lot of ground first intended to be conveyed to them.

Now therefore, this deed witnesseth, that in consideration of the premises and of the sum of One dollar the said Mary E. Lockett and Thaddeus T. Lockett her husband do hereby grant, convey and confirm unto the said Levin P. Kelly and Julia Kelly his wife, their heirs and assigns, All that lot or part of a lot of ground situated and lying in the village of Eastport in the second district of Anne Arundel County State of Maryland, and described as follows: Beginning for the same at a point on the line of Fourth Street distant from the south corner of said Street and Chesapeake Avenue two hundred and eighty six feet six inches and running from thence in a southwesterly direction the distance of one hundred and sixty five feet to the line of lot No. 75, thence in a southeasterly direction and following the line of lot No. 75 the distance of twenty two feet six inches thence in a northeasterly direction and parallel with the first line a distance of one hundred and sixty five feet to the line of Fourth Street, thence in a northwesterly direction and following the line of said Street the distance of twenty two feet six inches to the beginning point being part of lot No. 74 on the plat of Eastport made by John Duvall, Surveyor on the thirtieth day of September eighteen hundred and sixty eight and being a part of the land conveyed to the said Mary E. Lockett by William Taylor of Jos. by deed dated the twenty third day of April eighteen hundred and eighty seven and recorded among the Land Records of said County in Liber S. H.No. 30 folio 475 as by reference thereto will more fully appear.

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

And the said parties hereto of the first part covenant that they will and do warrant specially the land hereby conveyed, and that they will execute such further assurances of said land as may be requisite.

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

Signed, sealed and delivered in the presence of:
Jno Randall Magruder

Mary E. Lockett (Seal)
Thaddeus T. Lockett (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this twenty eighth day of July eighteen hundred and ninety six before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared the above named Mary E. Lockett and Thaddeus T. Lockett, her husband and each executed and acknowledged the foregoing instrument to be their act and deed.

In witness whereof, I have hereunto signed my name and affixed my notarial seal the day and year above written.

(Notary Seal) Jno. Randall Magruder

Recorded 3 August, 1896. Notary Public.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify that the aforegoing Deed was truly taken and copied from Liber G. W. No. 3 folio 154, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affixed the Seal of the Circuit Court for Anne Arundel County, this 4th day of March A. D. 1941.

(Court Seal) John H. Hopkins,3rd.,Clerk.

Clausen P. Kelly, et al

vs.

Julia Kelly, etc.,et al

No. 8153 Equity.

In The Circuit Court For

Anne Arundel County.

Complainants' Exhibit No. 5 -- Filed March 7" 1941

(U.S. Reve. Stamp 50¢) This Deed made this tenth day of January in the year of our Lord one thousand nine hundred, by Thaddeus T. Lockett, and Mary E. Lockett, his wife, of Anne Arundel County, State of Maryland, Witnesseth:

That for and in consideration of the sum of One Hundred and Ten Dollars current money of the United States the Receipt of which is hereby acknowledged, the said Thadeus T.Lockett and Mary E. Lockett, his wife, do grant bargain, sell and convey unto Mrs. Julia Kelley of said County and State, her representatives heirs and assigns, in fee simple, All that lot or parcel of ground situate, lying and being in the Village of Eastport, Anne Arundel County, State of Maryland, and represented on a plat of Eastport as made by Louis Green, and which is described as follows, that is to say: Beginning for the same at the north east corner of Fourth Street, in the Village of Eastport, Anne Arundel County, State of Maryland, and running in a southwesterly direction along the lot now owned by M. J. J. Lockett a distance of One Hundred and Sixty five feet from thence in a southerly direction a distance of twenty two feet to the lot now owned by Pert Kelly thence along the line of said lot in a northeasterly direction a distance of one hundred and sixty five feet to Fourth Street, thence along the line of said Fourth Street in a northerly direction a distance of twenty two and a half feet to the place of beginning.

The said lot of ground being a portion of the lot of ground which was conveyed by deed from William Taylor to Thaddeus Lockett dated Feb. 27 in the year eighteen hundred 87, and duly recorded in Liber S. H. -- one of the Land Record Books for Anne Arundel County of said year in and for the use and benefit of the said Mrs. Julia Kelly her representatives, heirs and assigns, in fee simple.

Together with the buildings and improvements thereupon erected, made and being and all and every the rights, alleys, ways, waters, privileges, and appurtenances thereto belonging or in anywise appertaining.

To Have and To Hold the said ground and premises above described, together with all the rights, privileges, appurtenances thereto belonging or in anywise appertaining to the use and benefit of the said Mrs. Julia Kelly her representatives, heirs and assigns, in fee simple.

And the said Thadeus T. Lockett and Mary E. Lockett, his wife, covenants that they will warrant specially the property hereby granted and conveyed, and that they will execute such further Guarantee of said lot of ground as may be requisite.

Witness the hands and seals of the said grantors.

Test: Thaddeus T. Lockett (Seal)

Job Griscom Mary E. Lockett (Seal)

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

I hereby certify that on this 10 day of January A. D. 1900 before me the subscriber, a Justice of the Peace of the said State in and for the said County personally appeared Thadeus T. Lockett and Mary E. Lockett, his wife, and acknowledged the foregoing deed to be their act.

Recorded 15 January 1900 Job Griscom TJP

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the aforegoing Deed was truly taken and copied from Liber G. W. No. 16, folio 273 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 4th day of March, A. D. 1941.

(Court Seal) John H. Hopkins,3rd.,Clerk.

Clausen P. Kelly, et al No. 8153 Equity.

vs. In The Circuit Court For

Julia Kelly, etc., et al. Anne Arundel County.

Complainants' Exhibit No. 6 -- Filed March 7" 1941.

No Stamps Requires, No Title Examination Made

This Deed, made this 7th day of November, 1940, by and between Clausen P. Kelly and Josephine M. Kelly, his wife, Edward H. Kelly, single, Bernard A. Kelly and Gertrude M. Kelly, his wife; William E. Kelly and Vera A. Kelly, his wife, Kendrick L. Kelly and Beulah E. Kelly, his wife; Sarah F. Gay, widow; Elizabeth K. Tankersley, divorced Elaine Kelly Clark and William Clark, her husband; and Julia Kelly, single; of the first part; and Grace E. Roth, single, of the second part, all of Anne Arundel County and State of Maryland, Witnesseth:

That for and in consideration of the sum of Ten (10.00) and other good and valuable considerations, them thereunto moving, the receipt whereof is hereby acknowledged, the said parties of the first part have bargained and sold and by these presents do grant and convey unto the said Grace E. Roth, single, her heirs and assigns, in fee simple, all those lots of ground situate, lying and being in the Second Election District of Anne Arundel County aforesaid and described as follows, that is to say:

First: Lots Nos. 1, 13, 14, as shown on a revised Plat of the property of L. P. Kelly made by J. Revell Carr, Surveyor, in 1927, and recorded among the Plat Records of Anne Arundel County in Plat Book W. M. B. No. 1, folio 67.

Lot No. 1 being part of the same property which was conveyed to Levin P. Kelly by the Farmers National Bank of Annapolis by deed dated November 28, 1902, and recorded among the

Land Records of Anne Arundel County in Liber G. W. No. 29, folio 197; and Lots Nos. 13, and 14 being part of the same property which was conveyed to the said Levin P. Kelly by the Farmers National Bank of Annapolis by deed dated May 23, 1904, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 37, folio 100.

Second: All that piece or parcel of ground now designated as No. 520 Third Street, Eastport, Maryland, which was acquired by the following two deeds and described by metes, bounds, courses and distances therein as follows:

(a) Beginning for the same at a point on the line of Fourth Street distant from the south corner of said street and Chesapeake Avenue 286 feet 6 inches and running from thence in a southwesterly direction the distance of 165 feet to the line of Lot No. 75; thence in a southeasterly direction and following the line of Lot No. 75 the distance of 22 feet 6 inches; thence in a northeasterly direction and parallel with the first line a distance of 165 feet to the line of Fourth Street; thence in a northwesterly direction and following the line of said street the distance of 22 feet 6 inches to the beginning point; being part of Lot No. 74 on the Plat of Eastport made by John Duvall, Surveyor, on September 30, 1868.

Being the same property which was conveyed to Levin P. Kelly Julia Kelly his wife, by Mary E. Lockett and husband by deed dated July 28, 1896, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 3, folio 154.

(b) Beginning For The Same at the northeast corner of Fourth Street in the Village of Eastport, Anne Arundel County, State of Maryland, and running in a southwesterly direction along the lot now owned by Mr. T. T. Lockett a distance of 165 feet from thence in a southerly direction a distance of 22 feet to the lot now owned by Pert Kelly; thence along the line of said lot in a northeasterly direction a distance of 165 feet to Fourth Street; thence along the line of said Fourth Street in a northerly direction a distance of 22½ feet to the place of beginning.

Being the same property which was conveyed to Mrs. Julia Kelly by Thaddeus T. Lockett and wife by deed dated January 10, 1900. and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 16, folio 273.

Third: All that lot of ground situate at the intersection formed by the northwest side of Severn Avenue with the southwest side of Second Street (now Fifth Street) in the Village of Eastport, Second Election District of Anne Arundel County aforesaid, and described as follows:

Beginning for the same at the intersection formed by the northwest side of said Severn Avenue with the southwest side of said Second (now Fifth) Street, and running from thence with the northwest side of said Severn Avenue southwesterly 70 feet; thence leaving said Severn Avenue, at right angles thereto, northwesterly 197.25 feet to the division line of the property now owned by The Annapolis Yacht Building Company; thence with said division line northeasterly 70 feet to the southwest side of Second (now Fifth) Street; thence with the same southeasterly 197.25 feet to the northwest side of said Severn Avenue and the place of beginning.

Being the same property which was conveyed to the said Levin P. Kelly by George W. Riley and wife by deed dated July 3, 1926, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 25, folio 384.

All of the above-described property being the same which, upon the deaths of the said Levin P. Kelly on June 9, 1939, and the said Julia A. Kelly, his wife, on January 14, 1940, both intestate, descended to Clausen P. Kelly, Edward H. Kelly, Bernard A. Kelly, William E. Kelly, Kendrick L. Kelly, Sarah F. Gay, Elizabeth K. Tankersley, Elaine Kelly Clark and Julia Kelly as their only heirs at law, the intent being to convey to the said Grace E. Roth, single, the entire interest which the said grantors acquired in the above-described parcels of land upon the deaths of the said Levin P. Kelly and Julia A. Kelly, his wife.

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

To Have And To Hold the said lots of ground and premises above described and mentioned and hereby intended to be conveyed, together with the rights, priveleges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Grace E. Roth, her heirs and assigns, in fee simple.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed, and that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

As Witness the hands and seals of said grantors.

Witness:

Albert J. Goodman	as to	Clausen P. Kelly	(Seal)
Albert J. Goodman	as to	Josephine M. Kelly	(Seal)
Albert J. Goodman	as to	Edward H. Kelly	(Seal)
Albert J. Goodman	as to	Bernard A.Kelly	(Seal)
Albert J. Goodman	as to	Gertrude M.Kelly	(Seal)
Albert J. Goodman	as to	William E. Kelly	(Seal)
Albert J. Goodman	as to	Vera A. Kelly	(Seal)
Albert J. Goodman	as to	Kendrick L.Kelly	(Seal)
Albert J. Goodman	as to	Beulah E. Kelley	(Seal)
Albert J. Goodman	as to	Sarah F. Gay	(Seal)
Albert J. Goodman	as to	Elizabeth K.Tankersley	(Seal)
Albert J. Goodman	as to	Elizabeth K.Tankersley	(Seal)
Albert J. Goodman	as to	Elaine Kelly Clark	(Seal)
Albert J. Goodman	as to	William Clark	(Seal)
Albert J. Goodman	as to	Julia Kelly	(Seal)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify That on this 7th day of November, 1940, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for the county aforesaid, personally appeared Clausen P. Kelly and Josephine M. Kelly, his wife, Edward H. Kelly, single; Bernard A. Kelly and Gertrude M. Kelly, his wife, William E. Kelly and Vera A. Kelly his wife; Kendrick L. Kelly and Beulah E. Kelly, his wife; Sarah F. Gay, widow; Elizabeth K. Tankersley, divorced; Elaine Kelly Clark, and William Clark, her husband; and Julia Kelly, single, the within-named grantors, and acknowledged the foregoing deed to be their deed and act.

As Witness my hand and seal.

Albert J.Goodman

(Justice of the Peace Seal) Justice of the Peace.

Recorded November 22, 1940, at 11:30 A. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber J. H. H. No. 228, folio 216, 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 4th day of March, A. D. 1941.

(Court Seal) John H. Hopkins,3rd.Clerk.

Clausen P. Kelly, et al. No. 8153 Equity.

vs. In The Circuit Court For

Julia Kelly,etc.,et al Anne Arundel County.

Complainants' Exhibit No. 7 -- Filed March 7" 1941.

No Stamps Required, No Title Examination Made.

This Deed, made this 7th day of November, 1940, by and between Grace E. Roth, single, of the first part, and Clausen P. Kelly, Bernard A. Kelly, Kendrick L. Kelly, William E. Kelly, Elaine Kelly Clark and Julia Kelly, of the second part, all of Anne Arundel County and State of Maryland, Witnesseth:

That for and in consideration of the sum of Ten (10.00) Dollars and other good and valuable considerations, in hand paid by the parties of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part has bargained and sold and by these presents does grant and convey unto the said Clausen P. Kelly, Bernard A. Kelly, Kendrick L. Kelly, William E. Kelly, Elaine Kelly Clark and Julia Kelly, their heirs and assigns, in fee simple, as tenants in common, in the shares following, that is to say: the said Clausen P. Kelly, Bernard A. Kelly, Kendrick L. Kelly and William E. Kelly each to have a one-fifth, undivided interest in said property, and the said Elaine Kelly Clark and Julia Kelly each to have a one-tenth, undivided interest in the said property, all those lots of ground situate, lying and being in the Second Election District of Anne Arundel County aforesaid and described as follows, that is to say:

First: Lots Nos. 1, 13 and 14, as shown on a revised plat of the property of L.P.Kelly made by J. Revell Carr, Surveyor, in 1927, and recorded among the Plat Records of Anne Arundel County in Plat Book W. M. B. No. 1, folio 67.

Lot No. 1 being part of the same property which was conveyed to Levin P. Kelly by the Farmers National Bank of Annapolis by deed dated November 28, 1902, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 29, folio 197; and Lots Nos. 13 and 14 baeing part of the same property which was conveyed to the said Levin P. Kelly by the Farmers National Bank of Annapolis by deed dated May 23, 1904, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 37, folio 100.

Second: All that lot of ground situate at the intersection formed by the northwest side of Severn Avenue with the southwest side of Second Street (now Fifth Street) in the Village of Eastport, Second Election District of Anne Arundel County aforesaid, and described as follows:

Beginning for the same at the intersection formed by the northwest side of said Severn Avenue with the southwest side of said Second (Now Fifth)Street, and running from thence with the northwest side of said Severn Avenue southwesterly 70 feet; thence leaving said Severn Avenue, at right angles thereto, northwesterly 197.25 feet to the division line of the property now owned by The Annapolis Yacht Building Company; thence with said division Line northeasterly 70 feet to the southwest side of said Second (now Fifth) Street: thence with the same southeasterly 197.25 feet to the northwest side of said Severn Avenue and the place of beginning.

Being the same property which was conveyed to the same Levin P. Kelly by George W. Riley and wife by deed dated July 3, 1926, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 25, folio 384.

Being part of the same property which was conveyed to the said Grace E. Roth by Clausen P. Kelly, et al., by deed of even date herewith and intended to be recorded immediately prior hereto among the aforesaid Land Records of Anne Arundel County, and which are the firstly and thirdly described tracts in said deed.

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

To Have And To Hold the said lots of ground and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Clausen P. Kelly, Bernard A. Kelly, Kendrick L. Kelly William E. Kelly, Elaine Kelly Clark and Julia Kelly, their heirs and assigns, in fee simple, as tenants in common, in the shares following, that is to say: the said Clausen P. Kelly, Bernard A. Kelly Kendrick L. Kelly and William E. Kelly each to have a one-fifth undivided interest in said property, and the said Elaine Kelly Clark and Julia Kelly each to have a one-tenth, undivided interest in the said property.

As Witness the hand and seal of the said grantor.

Witness:

Albert J. Goodman as to Grace E. Roth (Seal)

State of Maryland, Anne Arundel County, to Wit:

I Hereby Certify, that on this 7th day of November, 1940, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for the county aforesaid, personally appeared Grace E. Roth, the within-named grantor, and acknowledged the foregoing deed to be her deed and act.

As Witness my hand and seal.

(Justice of the Peace Seal) Albert J. Goodman

Recorded Nov. 22, 1940, at 11:30 A. M. Justice of the Peace.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber J.H.H. No. 228, folio 218, 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 4th day of March, A. D. 1941.

(Court Seal) John H.Hopkins,3rd.,Clerk.

Clausen P. Kelly, et al. No. 8153 Equity.

vs. In The Circuit Court For

Julia Kelly, etc.,et al. Anne Arundel County.

Answer of George W. McBride -- Filed March 13" 1941.

To The Honorable, The Judges Of Said Court:

The answer of George W. McBride, one of the respondents in the above-entitled case, to the bill of complaint filed in this Court against him exhibited, by himself hereby enters his personal appearance as respondent in the above case and waives notice by writ of summons or order of publication. He further waives notice of the taking of testimony by the complainants and waives the taking of any testimony by himself or in his behalf, and for answer says:

That he admits the allegations contained in said bill of complaint and consents to the passage of such decree as the Court in its wisdom may deem proper and just.

George W. McBride, Respondent

Clausen P. Kelly, et al. No. 8153 Equity.

VS. In The Circuit Court For

Julia Kelly,etc., et al Anne Arundel County.

Petition To Appoint Guardian Ad Litem and Order of Court Thereon.

Filed March 13th. 1941.

To The Honorable, The Judges Of Said Court:

The petition of Clausen P. Kelly, et al., complainants in this cause, respectfully represents unto Your Honors:

First: That Julia Kelly, now Julia Kelly McBride, infant respondent in this cause, has been duly summoned.

Second: That said infant respondent has no legal guardian.

Wherefore, your petitioners pray that this Honorable Court appoint a guardian ad litem to appear and answer for said infant respondent, and suggest that John J. Hughes, who has no interest whatever in this suit, be appointed guardian ad litem.

And as in duty bound, etc.

Albert J. Goodman,

Solicitor for Complainants

ORDER OF COURT

Upon the aforegoing petition, it is hereby ordered this 14th day of March, 1941, by the Circuit Court for Anne Arundel County in equity that John J. Hughes be and he is hereby appointed guardian ad litem for the infant respondent, Julia Kelly McBride, named in the aforegoing petition, and he is hereby directed to appear and file his answer in her behalf.

Ridgely P. Melvin, A. J.

Answer of Julia Kelly McBride, infant. -- Filed March 14" 1941

To The Honorable, The Judges of Said Court:

The answer of Julia Kelly McBride, the infant respondent named in the bill of complaint

in this Court against her exhibited, by John J. Hughes, duly appointed guardian ad litem, respectfully represents unto Your Honors:

That the respondent, being an infant under the age of 21 years, cannot admit or deny the allegations set forth in said bill of complaint and, therefore, submits her rights to the protection of this Honorable Court.

And as in duty bound, etc.

John J. Hughes,
Guardian Ad Litem.

Petition to take Testimony and Order of Court Thereon. -- Filed March 14" 1941

To The Honorable, The Judges of Said Court:

The complainants in this case respectfully represent unto Your Honors:

That answers have been duly filed by the respondents and that they desire to examine orally in open Court and in the presence of Your Honors certain witnesses who can testify to the facts and matters relevant to the allegations in the bill of complaint filed in this case.

Your petitioners, therefore, pray that an order may be passed according to the statutes for such cases made and provided.

And as in duty bound, etc.

Albert J. Goodman
Solicitor for Complainants

ORDER OF COURT

Upon the aforegoing petition, it is this 14th day of March, 1941, by the Circuit Court for Anne Arundel County in equity that the petitioners have leave to take testimony in open Court as prayed on the 18th day of March 1941, at 11 o'clock a. m.

Ridgely P. Melvin, A. J.

Kelly
vs.
Kelly.

No. 8153 Equity.
In The Circuit Court For
Anne Arundel County.

Testimony on behalf of the Plaintiff, before the Court, March 18th, 1941.

Filed March 18" 1941.

Testimony on behalf of Bill of Complaint.

Before the Court, Judge Melvin, March 18th, 1941.

Present:-

Judge Ridgely P. Melvin,

Mr. Albert Jerome Goodman, Solicitor for Plaintiff.

Juliet D. Strahorn, Court Stenographer.

°°°°°°° I hereby certify that the following testimony was taken by me before Judge Ridgely P. Melvin, on March 18th, 1941, in support of the allegations, and by me transcribed for filing in the record.

Juliet D. Strahorn,
Court Stenographer.

Kendreck L. Kelly, ---------- 2 to 3

Charles A. Hodges, ---------- 4

Kendreck L. Kelly, a witness of lawful age, being first duly sworn, deposes and says:-

(Goodman)

1. State your name, please.

A. Kendreck L. Kelly, Anne Arundel County, Maryland, Eastport.

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

A. Yes.

3. Upon the death of your parents they left certain real estate located in Eastport, Anne Arundel County, Md.?

A. That's right.

4. One of the heirs of your parents is Julia K. McBride and infant who is 20 years of age at this time?

A. Yes.

5. I understand that after the administration was completed in the Orphans Court on both your mother's and father's estate you heirs undertook to divide this property, and that you gave to three of the heirs the old home place on 3rd street, Eastport, Md. and the rest of you took Lots 1-13-14 in Eastport which are improved by a gasoline filling station on Severn avenue, and Julia K. McBride is one of the grantees of the filling station and three unimproved lots, - in your opinion was this division fair and equitable?

A. I think it was to the best of my knowledge.

6. After the division you and the members of the family including Julia K. McBride sold several lots of ground?

A. That's true.

7. You sold one to Windsor Burdette for $800 and one lot to Harvey Kelly for $100, were those prices reasonable, in your opinion?

A. I think they were very reasonable, they were very satisfactory, for the condition of the lots.

8. You consulted those who were familiar with values about the prices agreed upon?

A. Yes.

9. I understand you now have an agreement with Tan Joines, the tenant of the gasoline filling station to sell him this property for $3,000 is that right?

A. Yes.

9. Is that a fair and reasonable price?

A. Considering the condition of the place and the business I think it is a very fair price.

10. Do you think it would be especially beneficial and advantageous to the minor under 21 years of age to have her interest sold?

A. I do think it would be because the condition of the property is run down considerably and necessitates expenditure of quite a bit of money to restore back to normal.

11. All are of age except this one?

A. Yes.

12. And all those of age have agreed to it and are satisfied?

A. Yes.

13. You as one of the family think it would be satisfactory and advantageous to the infant, Mrs. McBride?

A. That's right.

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

A. No.

Charles Albert Hodges, a witness of lawful age, being first duly sworn, deposes and says:- (Court)

1. State your name and residence?

A. Charles Albert Hodges, Annapolis, Md.

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

A. 32 years.

3. Are you familiar with values of real estate in and around Annapolis and Eastport?

A. Yes I am.

4. Do you have a Real Estate Broker's license?

A. Yes I do.

5. This case is instituted for the sale of the share of an infant in real estate, all others being of full age, and speak for themselves, are you familiar with the particular property mentioned in this case?

A. Yes.

6. And familiar with the values mentioned therein for it?

A. Yes.

7. And familiar with the property known as gasoline filling station with dwelling situate on Severn avenue?

A. Yes.

81 In your opinion is that contract for the sale of this property to the advantage and benefit of the parties, especially the infant?

A. Yes it is.

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

A. No.

Clausen P. Kelly, et al. No. 8153 Equity.

VS. In The Circuit Court For

Julia Kelly, etc.,et al. Anne Arundel County.

Decree --- Filed March 18" 1941.

This Cause, standing ready for hearing and being submitted, the proceedings were by the Court read and considered.

It Is Thereupon, this 18th day of March, 1941, by the Circuit Court for Anne Arundel County in equity adjudged, ordered and decreed that the partition of the property by the parties to these proceedings, as evidenced by the deeds referred to in the bill of complaint, be and it is hereby ratified and confirmed.

And it is hereby further adjudged, ordered and decreed that Albert J. Goodman be and he is hereby appointed trustee to execute a deed confirming the conveyance of Julia Kelly, single, infant, to (a) Grace E. Roth by deed dated November 11, 1940, and recorded in Liber J. H. H., No. 228, folio 216; (b) Windsor Burdette by deed dated February 8, 1941, and recorded in Li-

ber J. H. H. No. 221, folio 186; (c) Harvey C. Kelly and wife by deed dated February 18, 1941, and recorded in Liber J. H. H. No. 232, folio 117.

And it is further adjudged, ordered and decreed that the said Albert J. Goodman be and he is hereby appointed trustee to execute a deed conveying the estate and interest of the said Julia Kelly, infant, now Julia Kelly McBride, in the property referred to in Complainants' Exhibit No. 3, and described as a gasoline filling station and dwelling, to Tam Joines and Gussie Joines, his wife, in accordance with the terms set forth in said bill of complaint.

And it is further adjudged, ordered and decreed that the complainants pay the costs of these proceedings.

Ridgely P. Melvin, A. J.

Hattie E. Ribes	:	No. 7888 Equity
vs.	:	In the Circuit Court for
Carmen J. Ribes and Beverly M. Ribes,	:	Anne Arundel County.
Infants	:	

Mr. Clerk:

Please file and issue summons for infant Defendants.

Eugene P. Childs,
Solicitor for Plaintiff.

Bill of Complaint --Filed Sept. 15" 1939.

To the Honorable, the Judges of said Court:

The Bill of Complaint of Hattie E. Ribes respectfully states:

1st: That Joseph E. Ribes, late of the City of Washington, D. C., purchased, under contract dated 6th day of July 1936, from Warren Smadbeck and wife certain lots of land situated in the development known as Woodland Beach, in the First Election District of Anne Arundel County, said lots being known as Lots Numbered 6413 and 6414, laid out on the fourth map of Woodland Beach, recorded in Plat Book F. S. R. No. 3, folio 27, as by reference to contract herewith filed and marked "Exhibit A."

Ex

2nd: That thereafter, by contract dated 24th day of August 1936 the said Joseph Ribes purchased Lots Numbered 6415, 6416 and 6417 of said development. A copy of said contract is herewith filed and marked "Exhibit B."

3rd: That Joseph Ribes departed this life in the year 1938, but prior to his death he had paid the full purchase price for said lots, but had not received a deed therefor.

4th: That, after the death of the said Joseph Ribes, Warren Smadbeck and wife executed a deed for said lots to the Estate of Joseph Ribes, a certified copy of said deed is herewith filed and marked "Exhibit C."

5th: That the said Joseph Ribes died intestate in the City of Washington, D. C. and left surviving him as his only heirs at law, his widow, Hattie E. Ribes and two infant children, to wit: Carmen J. Ribes, who is sixteen years of age on September 14, 1939 and Beverly M. Ribes, who was thirteen years of age on August 8, 1939.

6th:- That the property herein mentioned and described is not susceptible of partition in kind, without material loss and injury to the parties entitled thereto, and it would be to the best interest and advantage of all parties in interest, particularly the infants involved, to sell said property and divide the proceeds among them, according to their several interest.

TO THE END, THEREFORE

(1) That a decree may be passed for the sale of the said real estate.

(2) That the proceeds of the sale may be distributed between the parties entitled thereto according to their respective rights and interests.

(3) And for such other and further relief as their case may require.

May it please your Honors to grant unto your Oratrix the writ of subpoena directed to the said Carmen J. Ribes and Beverly M. Ribes, infants, commanding them to be and appear in this Court on some certain day to be named therein, to answer the premises and abide by and perform such decree or decrees as may be passed therein.

And as in duty bound

Eugene P. Childs

Solicitor for Plaintiff

Hattie E. Ribes — No. 7888 Equity.

vs. — In the Circuit Court for

Carmen J. Ribes, et al — Anne Arundel County.

Exhibit "A" Contract of Purchase -- Filed Sept. 15th.,1939.

This Agreement, made this 24th day of August, A. D., 1936, by and between John J. Gordon, Agent, of Room 339, Munsey Building of Washington, District of Columbia, hereinafter called the vendor, and

Joseph Ribes of 906 10th Street, Northwest of Washington in the District of Columbia, hereinafter called the purchaser:

Witnesseth:- That the said vendor agrees to sell and the purchaser agrees to purchase all that certain plot, or parcel of land, situated at Woodland Beach, in the First Election District of Anne Arundel County, Maryland, being known as Lots Numbers:- 6415-6416-6417---

Together with the rights, title and interest of the vendor, if any, in and to that portion of the road or roads, immediately adjoining said premises as designated and delineated on the map entitled:- "Fourth Map of Woodland Beach, District Number One, Anne Arundel County, Maryland", and filed among the Land Records of Anne Arundel County in Liber F. S. R. No. 3, folio 27.

The right, title and interest in the roads, streets or avenues is subject to the right of the vendor to allow the erection, installation and maintenance within the beds or at the sides of said streets, roads or avenues of water, gas pipes and mains, valves, etc., as well as transmission lines for electricity, telephone poles and necessary equipment connected therewith.

The agreed purchase price of said lots is the sum of Five Hundred ($500.00) Dollars, payable in the following manner:- Fifty ($50.00) Dollars upon the signing of this contract, receipt of which is hereby acknowledged: and Twenty-Five ($25.00) Dollars on the 24th day

of each and every consecutive month thereafter until the total principal sum of Five Hundred ($500.00) Dollars has been paid. All payments to be made at the above address.

When the final installment of the purchase price of the said lots shall have been paid the vendor agrees to deliver a deed of conveyance of said lots to the purchaser in fee simple, free and clear of all incumbrances, and subject to the restrictions, easements and rights of way of record and the restrictions, conditions and covenants herein expressed. There shall not be erected or maintained, without the written consent of the vendor, on said premises any abattoir, smith shop, forge, furnace, steam engine, brass foundry, nail, iron or other foundry, any manufactory of gunpowder, glue, varnish, vitriol or trupentine, or for the tanning, dressing or preparing of skins, hides or leather or for carrying on any noxious, dangerous or offensive trade. There shall not be erected on said premises any detached toilet; all tiolets shall be equipped with chemical or septic tanks; no part of said premises shall be used for any insane, inebriate or other asylum, or cemetery or place of burial. All buildings must be painted and sightly. Plans and specifications for all buildings must be submitted to the vendor for approval. Said premises shall not be sold, leased to or occupied by any other than a member of the Caucasian Race.

If at any time the purchaser shall be one month delinquent in the said payments (time being the essence of this contract), the vendor shall have the right, at his option, to declare this contract void, after ten days notice in writing to the purchaser, before the expiration of ten days from the time such notice is mailed, may re-establish his rights in the premises by the payment of all delinquencies in full. If this contract shall be so declared to be void, then all payments which shall have been made in pursuance hereof shall be considered, and shall be retained by the vendor, as ascertained and liquidated damages (any law, usage, or custom to the contrary notwithstanding) free from all claims and demands whatsoever of the said purchaser and that the vendor shall be entitled to immediate possession of said lots from and after said default with or without process in his sole option and the purchaser agrees to surrender possession immediately upon such default upon demand for such possession by or on behalf of the vendor.

This agreement shall be binding upon the heirs, executors, administrators and assigns of the party hereto, as well as the party himself.

In Witness Whereof, the parties hereto have set their hands and seals the day and year first above written.

In Presence of:- John J. Gordon

Helen Wiley

Henry Richmond

Hattie E. Ribes — No. 7888 Equity.

vs. — In the Circuit Court For

Carmen J. Ribes, et al — Anne Arundel County.

Exhibit " B" Second Contract of Purchase -- Filed Sept. 15th., 1939.

This Agreement, made this 6th day of July, A. D., 1936, by and between John J. Gordon, Agent, of Room 339, Munsey Building of Washington, District of Columbia, hereinafter called

the vendor, and

Joseph Ribes of 906 10th Street, Northwest, of Washington, District of Columbia, hereinafter called the purchaser:

Witnesseth:- That the said vendor agrees to sell and the purchaser agrees to purchase all that certain plot, or parcel of land, situated at Woodland Beach, in the First Election District of Anne Arundel County, Maryland, being known as Lots Numbers:- 6413 and 6414 ----------

Together with the right, title and interest of the vendor, if any, in and to that portion of the road or roads, immediately adjoining said premises as designated and delineated on the map entitled:- "Fourth Map of Woodland Beach, District Number One, Anne Arundel County, Maryland", and filed among the Land Records of Anne Arundel County in Liber F. S. R. No. 3, folio 27.

The right, title and interest in the roads, streets or avenues is subject to the right of the vendor to allow the erection, installation and maintenance witnin the beds or at the sides of said streets, roads or avenues of water, gas pipes and mains, valves, etc., as well as transmission lines for electricity, telephone and telegraph poles and necessary equipment connected therewith.

The agreed purchase price of said lots is the sum of Five Hundred ($500.00) Dollars, payable in the following manner: One Hundred ($100.00) Dollars upon the signing of this contract, receipt of which is hereby acknowledged: and Sixty-Six Dollars and Sixty-Six ($66.66) Cents on the 6th day of each and every consecutive month thereafter until the total principal sum of Five Hundred ($500.00) Dollars has been paid. All payments to be made at the above address.

When the final installment of the purchase price of the said lots shall have been paid the vendor agrees to deliver a deed of conveyance of said lots to the purchaser in fee simple, free and clear of all incumberances, and subject to the restrictions, easements and rights of way of record and the restrictions, conditions and covenants herein expressed. There shall not be erected or maintained, without the written consent of the vendor, on said premises any abbattoir, smith shop, forge, furnace, steam engine, brass foundry, nail, iron or other foundry, any manufactory of gunpowder, glue, varnish, vitriol or turpentine, or for the tanning, dressing or preparing of skins, hides or leather or for carrying on any noxious, dangerous or offensive trade. There shall not be erected on said premises any detached toilet; all toilets shall be equipped with chemical or septic tanks; no part of said premises shall be used for any insane, inebriate or other asylum, or cemetery or place of burial. All buildings must be painted and sightly. Plans and specifications for all buildings must be submitted to the vendor for approval. Said premises shall not be sold, leased to or occupied by any other than a member of the Caucasian Race.

If at any time the purchaser shall be one month delinquent in the said payments (time being the essence of this contract), the vendor shall have the right, at his option, to declare this contract void, after ten days notice in writing to the purchaser, but the said purchaser, before the expiration of ten days from the time such notice is mailed, may re-establish his rights in the premises by the payment of all delinquencies in full. If this contract shall be so declared
/to be void, then all payments which shall have been made in pursuance hereof shall be con-

sidered, and shall be retained by the vendor, as ascertained and liquidated damages (any law, usage or custom to the contrary notwithstanding) free from all claims and demands whatsoever of the said purchaser and that the vendor shall be entitled to immediate possession of said lots from and after said default with or without process in his sole option and the purchaser agrees to surrender possession immediately upon such default upon demand for such possession by or on behalf of the vendor.

This agreement shall be binding upon the heirs, executors, administrators and assigns of the party hereto, as well as the party himself.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

In Presence of:-

Thomas P. Reynolds — Joseph Ribes

S. D. Freeman — John J. Gordon

Hattie E. Ribes — No. 7888 Equity.

vs. — In the Circuit Court For

Carmen J. Ribes, et al — Anne Arundel County.

Certified Copy of Deed --Filed Sept. 15th., 1939.

(U. S. Int. Rev. Stamps $1.00) (Maryland State Stamp $1.00)

This Deed, made this 6th day of February in the year One Thousand Nine Hundred and Thirty-nine by and between Warren Smadbeck and Devereaux E. Smadbeck, his wife, of the Borough of Manhattan, City, County and State of New York, parties of the first part, and Estate of Joseph Ribes of 906 10th Street, North West of Washington District of Columbia party of the second part;

Witnesseth: That in consideration of the sum of Five Dollars, and other valuable considerations paid, 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, in fee simple, All that certain piece or parcel of land situate in the First Election District of Anne Arundel County, in the State of Maryland, and described as follows, that is to say:

Lot No.s;-6413,6414, 6415, 6416 and 6417

Together With the right, title and interest of the parties of the first part, if any, in and to that portion of the road or roads, streets or avenues immediately adjoining the said premises, as designated and delineated on the plat entitled:
"Fourth Map of Woodland Beach, District Number One, Anne Arundel County, Maryland," and filed among the Land Records of Anne Arundel County in Liber F. S. R. No. 3, folio 27

Together with the rights, ways, privileges, appurtenances and advantages to the same belonging or in anywise appertaining;

To Have and To Hold the said parcel of land unto and to the use of the said party of the second part, its successors and assigns, forever, in fee simple. Subject however, to the restrictions, easements and rights of way of record and the restrictions, conditions and covenants herein expressed. Subject also to taxes and assessments imposed, assessed or levied on the above property after July 6, 1936.

The right, title and interest in the roads, streets or avenues is subject to the right of the parties of the first part, which right is hereby reserved, to allow the erection, installation and maintenance within the beds or at the sides of said streets, roads or avenues of water, gas pipes, mains, valves, etc., as well as telepnone and telegraph poles, lines and necessary equipment for the transmission of electricity.

Said party of the second part, for itself, its successors heirs and assigns forever, by acceptance of this deed hereby covenants and agrees to observe the following covenants, which shall run with and bind said premises;--THERE SHALL NOT BE ERECTED OR MAINTAINED on said premises, without the written consent of the parties of the first part, any abattoir, smith shop, forge, furnace, steam engine, brass foundry, nail, iron or other foundry, any manufactory of gunpowder, glue, varnish, vitriol or turpentine, or for the tanning, dressing or preparing of skins, hides or leather, or for carrying on any noxious, dangerous or offensive trade; There shall not be erected on said premises any detached toilet; all toilets shall be equipped with chemical or septic tanks; no part of said premises shall be used for any insane, inebriate or other asylum, or cemetery or place of burial, or for any structure other than a dwelling and suitable private garage for the owner or occupants of said dwelling, and said building shall not be used for any other purpose, nor within fifteen feet from the nearest line of any street or road as shown on the map. Said buildings must be painted and sightly. Plans and specifications for all buildings must be submitted to the parties of the first part for approval. Said premises shall not be sold, leased to or occupied by any other than a member of the Caucasian Race.

And the said parties of the first part covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of the said land as may be requisite.

Witness the hands and seals of the said grantors.

Witness: Warren Smadbeck (Seal)

A. Totèn Devereaux E.Smadbeck (Seal)

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

I Hereby Certify that on this 6th day of February in the year One Thousand Nine Hundred and Thirty-nine, before me, the subscriber, a Notary Public in and for the County of New York aforesaid personally appeared Warren Smadbeck and Devereaux E. Smadbeck, the within named grantors, and acknowledged the aforegoing deed to be their respective act.

In Testimony Whereof, I hereunto set my hand and affix my notarial seal.

(Notarial Seal) Margaret Marquette

Notary Public, Kings,County

Kings Co.Clerk's No. 437, Register No. 9026

Certificates filed in

New York Co.,Clerk's No. 51 and Register's No. 9M42
Westchester Co. Clerk's and Register's, Albany, Erie, Madison, Putnam, Rensselaer and Suffold Counties. Commission expires March 30, 1939.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that the aforegoing Deed was left for Record September 15, 1939, at 2;30 P. M. and will be duly recorded in one one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 15th day of September, A. D. 1939.

(Court Seal) John H. Hopkins, 3rd., Clerk

Hattie E. Ribes — No. 7888 Equity.

vs. — In the Circuit Court For

Carmen J. Ribes, et al. Infants — Anne Arundel County.

Petition to Appoint Guardian Ad Litem -- Filed Sept. 19th., 1939.

To the Honorable, the Judges of said Court:

The Petition of Hattie E. Ribes, next friend of Carmen J. Ribes and Beverly M. Ribes, infant defendants in the above case, respectfully represents.

That Carmen J. Ribes and Beverly M. Ribes, infant defendants in the above case, have been duly returned summoned, but being infants they cannot answer and defend the suit for themselves.

Your Petitioner, therefore, prays the Court to appoint a Guardian ad Litem, to appear and answer for said infants.

Eugene P. Childs,

Solicitor for Plaintiff.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 16th day of September 1939 before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Hattie E. Ribes and made oath in due form of law that the aforegoing facts are true as therein stated.

Witness my hand and seal Notarial.

(Notarial Seal) Dorothy M. Trench

Notary Public

Ordered, this 19th day of September in the year 1939, by the Circuit Court for Anne Arundel County, upon the aforegoing petition and affidavit, that Walter T. Schmidt be and he is hereby appointed Guardian ad Litem to appear and answer for the above named infant defendants

Ridgely P. Melvin, Judge.

Hattie E. Ribes — No. 7888 Equity.

vs. — In the Circuit Court For

Carmen J. Ribes, et al. Infants — Anne Arundel County.

Joint and several Answer of infants by Guardian ad litem -Filed Sept.21st.,1939

The joint and several answer of Carmen J. Ribes and Beverly M. Ribes by Walter T. Schmidt Guardian ad litem duly appointed by this Court, to the Bill of Complaint of Hattie E. Ribes filed against them respectfully states.

These defendants being infants cannot admit any of the matters and things in said Bill alleged, and submit their rights thereunder to the protection of the Court.

And as in duty bound.

Walter T. Schmidt,

Solicitor for Infant Defendants

Hattie E. Ribes — No. 7888 Equity.

vs. — In the Circuit Court For

Carmen J. Ribes, et al. Infants — Anne Arundel County.

Petition for Order to take testimony -- Filed Sept. 21st., 1939

To the Honorable, the Judges of said Court:

The Petition of Hattie E. Ribes respectfully states that this case is now at issue and she desires to take testimony to sustain the allegations of the Bill of Complaint therein.

Your Petitioner, therefore, prays the Court to pass an Order authorizing and ordering that testimony be taken before one of the standing Examiners of this Court.

Respectfully submitted,

Eugene P. Childs

Solicitor for Petitioner.

Ordered on the aforegoing petition this 22nd day of September 1939 by the Circuit Court for Anne Arundel County that leave be granted to the Petitioner to this cause to take testimony as prayed before any one of the standing Examiners of this Court.

Ridgely P. Melvin, Judge.

Testimony and three exhibits taken September 22nd, 1939 --Filed Sept.27th.,1939.

Testimony on behalf of the Plaintiff.--September 22nd, 1939.

Present:-Mr. Eugene P. Childs, Solicitor for Plaintiff.

Mr. Walter T. Schmidt, Guardian ad Litem.

Mr. Marvin I. Anderson, Examiner.

Order for Testimony, Sept. 22nd, 1939.

Witnesses:-

Harry S. Price,---------- 2 to 3

James H. Murray,---------- 4 to 5

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

(Childs) 1. State your name, residence and occupation?

A. Harry S. Price, Davidsonville; Farmer.

2. Do you know Hattie E. Ribes? A. Yes sir.

3. Who is she? A. She is my daughter.

4. Who did she marry? A. She married Joseph Ribes.

5. Is Joseph Ribes living at the present time? A. No sir.

6. How long has he been dead?

A. I think he has been dead since the 22nd of April last, 1938.

7. How large a family did he leave surviving him?

A. His wife and two children.

8. Will you name the two children?

A. Carmen J., she is sixteen years old and Beverly M. she is thirteen years old. Those are the only children they had.

9. Do you know whether or not Mr. Ribes left any property in Anne Arundel County?

A. Yes.

10. What property did he leave?

A. He had property at Woodland Beach in Anne Arundel County.

11. What did that consist of?

A. I think five lots there.

12. What kind of a building on it?

A. He put up a right nice little building there, three rooms.

13. Of what kind of material was it?

A. The material inside was good, outside the weatherboarding was corrugated iron or tin, like weatherboarding, lapped over.

14. Is that property susceptible of division in kind among the wife and the two children without loss to them?

A. I don't think so.

15. What, in your opinion, is the best thing to do with the property particularly for the interest of the infants?

A. Nothing else to do but sell it and divide the money between them.

16. You don't know the size of those lots?

A. I think the East lot is 20X100 and there are five others I think.

17. Are you familiar with land values in Anne Arundel County?

A. No.

18. Do you know what thise property cost Mr. Ribes?

A. I think the whole thing there was along about close to $2,000 buildings and all.

19. You are not positive as to what it cost?

A. No.

Plaintiff's solicitor offers in evidence the three Exhibits filed with the Bill as A, B and C, now filed as Examiner's Exhibits 1,2 and 3, being the two contracts and the deed.

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

A. Nothing.

Harry S. Price

James H. Murray, a witness of lawful age, being first duly sworn, deposes and says:-

(Childs) 1. State your name, residence and occupation?

A. James H. Murray, Cumberstone; Farmer and Real Estate.

2. Do you know Mr. Harry Price? A. Yes.

3. Do you know his daughter, Mrs. Ribes?

A. I have seen her as a child, I don't know her.

4. Do you know Mr. Ribes? A. No I did not know him.

5. Do you know whether or not Mr. Ribes left any property in Anne Arundel County?

A. I did not know him nor the property at the time, I know the lot that was pointed out

to me as Mr. Ribes'.

6. Where is that property situated?

A. In Woodland Beach fronting on Glebe Creek.

7. Have you seen the property lately? A. Yes.

8. Do these lots actually extend to the water? A. Yes.

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

A. About twelve years.

10. Are you familiar with real estate values in Anne Arundel County?

A. Yes, I think so.

11. You have personally inspected this property? A. I have.

12. How much property is it?

A. I stepped it, I have no way of measuring it, I thought it was about 100 feet across, I did not step the length, facing on the water.

13. What kind of improvements on it?

A. I could not see inside, apparently three rooms, frame, with metal weatherboarding, and composition roof.

14. Was the house in good condition? A. Yes, looked to be.

15. What, in your opinion, is the present value of that property?

A. My figure would be $700 at this time.

16. You have heard the testimony of Mr. Price that Mr. Ribes died leaving his widow and two children who inherited this property, do you believe this property is susceptible of partition in kind among these three parties without any loss to any of them?

A. No sir.

17. What do you think is the best thing to do with it, particularly in view of the interest of the infants therein?

A. Have to be sold and the proceeds divided between them.

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

A. It is quite a nice lot, little low on one side but it is a good lot nicely situated, it runs down to a little salt marsh and especially at the front it dips down, at times high tide would come over the end but not interfere with the building at all. The marhs being solid, salt marsh would not have to be bulkheaded, it's tough and instead of washing will catch, it has a good solid shore. It would seem as though it would bring more money, possibly it will if you find a purchaser who wants a nice suitable lot, it's capable of bringing more, but our shore property as well as inland has been low at times,- I just thought that was a fair price you might get for it, you may get a good deal more. My idea was it had to be sold at public sale and under those conditions that was a fair price, somebody if it suits them and they want it they might give $1,000.

James H. Murray

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

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

Marvin I. Anderson (Seal)
Examiner.

Hattie E. Ribes — No. 7888 Equity.

vs. — In the Circuit Court

Carmen J. Ribes and Beverly M. — For

Ribes, Infants. — Anne Arundel County.

Decree for Sale of Real Estate. -- Filed May 31st., 1940

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

It is thereupon, this 31st day of May in the year 1940, by the Circuit Court for Anne Arundel County, adjudged, ordered and decreed that the property mentioned in the proceedings be sold. That Eugene P. Childs be and he is hereby appointed Trustee to make said sale, and the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, in the penalty of One thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make said sale, having given at least three weeks notice by advertisement, inserted in such weekly newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which terms shall be cash, 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 the proceedings relative to said sale, with an annexed affidavit of the truth thereof and of the fairness of said sale, and upon obtaining the Court's ratification of the sale, and upon the payment of the whole purchase price and not before, the said Trustee shall by a good and sufficient deed, to be executed acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and eatate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and to those claiming by, from or under them, or either of them; and the said Trustee shall bring into 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 his trust.

It is further ordered and decreed that the Trustee give notice not to exceed ninety days (90) to creditors as provided by Chapter 288 of the Acts of 1939, requiring them to present their bills, if any, against the Estate of Joseph Ribes to the Circuit Court for Anne Arundel County.

Ridgely P. Melvin, Judge.

Hattie E. Ribes — No. 7888 Equity.

vs. — In The Circuit Court For

Carmen J. Ribes and Beverly M. Ribes — Anne Arundel County.

Bond -- Filed & Approved this 16th day of July, 1940. --John H. Hopkins,3rd., Clerk.

Know All Men By These Presents:

That We, Eugene P. Childs as principal, and Royal Indemnity Company a corporation of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in

the full and just sum of One Thousand and 00/100 Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 15 day of July in the year of our Lord one thousand nine hundred and forty.

Whereas, the above bounden Eugene P. Childs by virtue of a decree of the Honorable Judge of the Circuit Court for Anne Arundel County, Maryland, has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of Hattie E. Ribes vs. Carmen J. Ribes and Beverly M. Ribes, Infants now pending in said Court:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN EUGENE P. CHILDS do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in
the presence of (Corporate Seal)
Wilhelmina P. Hopkins
Attest as to Surety:
L. Marsey.

Eugene P. Childs (Seal)
Principal
Royal Indemnity Company
Frank M. Fossett,
Attorney-in-fact.

Hattie E. Ribes
vs.
Carmen J. Ribes and
Beverly M. Ribes, Infants.

No. 7888 Equity.
In the Circuit Court For
Anne Arundel County.

Report of Sale, Auctioneer's Certificate, Purchaser's Agreement and Order Nisi thereon. --Filed July 16" 1940. Final Order Aug. 27, 1940.

Mr. Clerk:

Please file and issue Order Nisi to be published in Maryland Gazette.

Eugene P. Childs, Trustee.

The Report of Sale of Eugene P. Childs, Trustee in the above entitled case, respectfully shows:

That by virtue of a Decree of the Circuit Court for Anne Arundel County, dated the 31st day of May in the year 1940, wherein Hattie E. Ribes was Plaintiff, and Carmen J. Ribes and others were Defendants, the said Eugene P. Childs was appointed Trustee to make sale for partition of the property mentioned in said proceedings.

That the said Trustee in compliance with said Decree filed his bond in the penalty of One Thousand Dollars ($1,000.00), which bond was duly approved by the Clerk of the Circuit Court for Anne Arundel County, and did advertise said property in the Maryland Gazette for the required length of time, and did on the 16th day of July in the year 1940 attend said sale at the Court House Door in the City of Annapolis, and then and there sold said property to William J. Ciccarone and Hilda L. Ciccarone, his wife at and for the sum of Three hundred and sixty ($360.00) Dollars, they being at that figure the highest bidder therefor, said property being the following: All of Lots numbered 6413,6414,6415,6416 and 6417 as shown on the plat entitled "Fourth Map of Woodland Beach, District Number One, A. A. Co., Md., "and filed among the

Land Records of Anne Arundel County in Liber F. S. R. No. 3 folio 27, and having a total frontage of 113.47 feet on the water.

This property is improved by a three room bungalow with running water and electricity.

The above bid being the highest offer for said property at said sale, which your Trustee believes is a fair price and is the best to be had at the present time of depressed real estate values.

Respectfully submitted.

Eugene P. Childs, Trustee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 16th day of July in the year 1940, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Eugene P. Childs, Trustee 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) Wilhelmina P.Hopkins,

Notary Public.

Advertisement of Sale , Auctioneer's Certificate and Purchaser's Agreement.

Trustee's Sale of Waterfront Real Estate situate at Woodland Beach, and being improved by a Bungalow.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated the 31st day of May in the year 1940, and passed in a cause therein pending wherein Hattie E. Ribes was plaintiff, and Carmen J. Ribes and others were defendants, the same being No. 7888 Equity, the undersigned, as trustee, will offer for sale at public auction at the Court House Door in the City of Annapolis, Maryland, on Tuesday, July 16th, 1940, at 11 A. M., o'clock. All of Lots numbered 6413,6414,6415,6416 and 6417 as shown on the plat entitled "Fourth Map of Woodland Beach, District Number One, A. A. Co., Md., and filed among the Land Records of Anne Arundel County in Liber F. S. R. No. 3 folio 27, and having a total frontage of 113.47 feet on the water.

Said property is improved by a three-room bungalow with running water and electricity. Terms of Sale: A deposit of one hundred and fifty dollars ($150.00) will be required of the purchaser on the day of sale, the balance to be paid in cash upon the ratification of the sale. Taxes and other charges to be adjusted to day of sale.

For further particulars, apply

Eugene P. Childs, Trustee
14 Church Circle, Annapolis, Md.

Notice is hereby given to the Creditors of the said Joseph Ribes to present their claims, if any, to the Circuit Court for Anne Arundel County on or by ninety (90) days from the date hereof.

Annapolis, Maryland
July 16, 1940.

This is to certify that I have, this 16th day of July 1940, sold the property described in said advertisement as being improved by a three room bungalow, situated at Woodland Beach, Second Election District of Anne Arundel County, to William J. Ciccarone and Hilda L.

Ciccarone, his wife, at and for the sum of Three hundred and sixty Dollars ($360.00) they being at the above mentioned price the highest bidder for said property.

Witness: Wilhelmina P. Hopkins. George W. Scible, Auctioneer.

Annapolis, Maryland May 16, 1940

I hereby certify that we, William J. Caccarone and Hilda L. Ciccarone, his wife have this 16th day of July in the year 1940, purchased from Eugene P. Childs, Trustee, the property situated in Woodland Beach, Second Election District, Anne Arundel County, and being described in said advertisement and being improved by a three room bungalow, for the sum of Three hundred and Sixty ($360.00) Dollars, said bid being the highest offer made at said sale, and we do hereby agree to comply with the terms of sale.

Witness: William J. Ciccarone

Wilhelmina P. Hopkins Hilda L. Ciccarone, Purchasers.

ORDER NISI

Ordered, this 16th day of July, 1939, That the sale of the property made and reported by Eugene P. Childs, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th. day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of four successive weeks before the 16th. day of August next.

The report states that the total amount of sale to be Three hundred and sixty Dollars ($360.00).

John H. Hopkins, 3rd.,Clerk.

Certificate of Publication Annapolis, Md., Aug. 8., 1940.

We hereby certify, that the annexed Order Nisi Sale- Eq. 7888, -Ribes was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of August, 1940. The first insertion being made the 18th day of July, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend

FINAL ORDER

Ordered By The Court, This 27th. day of August, 1939 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Hattie E. Ribes No. 7888 Equity.

vs. In the Circuit Court For

Carmen J. Ribes and Anne Arundel County.

Beverly M. Ribes, Infants.

Auditor's Report and Account.--Filed Oct. 9th., 1940

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings ~~in 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. Hattie E. Ribes vs. Carmen J. Ribes, et al in ac. with Eugene P. Childs, Trustee.

To Trustee for Commissions	$	$24.60
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's Appearance fee	10.00	
Clerk of Court	21.75	
R. C. Turner, Sheriff - costs	2.85	
Auditor	9.00	43.60
To Trustee for Expenses, viz:		
Capital-Gazette Press - advertising sale order nisi on	23.00	
Capital-Gazette Press - report of sale order nisi on	5.00	
Capital-Gazette Press - auditor's acct.	5.00	
Royal Indemnity Co. - bond premium	10.00	
George W. Scible - Auctioneer	10.00	
Walter T. Schmidt - guardian ad litem	4.00	
Marvin I. Anderson - examiner	4.00	
Juliet D. Strahorn - stenographer	3.50	
One-half Federal revenue stamps	.28	
One-half State revenue stamps	.20	
Wilhelmina P. Hopkins - notary fee	.50	
Clerk of Court - certified copy of deed	1.00	66.48
To Trustee for Taxes, viz:		
1940 State and County taxes ($17.21-adj)		9.34
Net proceeds of sale distributed to heirs at law of Joseph Ribes, as follows:		
To Hattie E. Ribes, widow - one-third	71.99	
To Carmen J. Ribes, daughter - one-third	71.99	
To Beverly M. Ribes, daughter - one-third	72.00	215.98
		$360.00

Cr.

July 16, 1940 Proceeds of Sale — $360.00

ORDER NISI

Ordered, This 9th., day of October, 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 9th., day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th., day of November next. John H.Hopkins,3rd.,Clerk.

Certificate of Publication Annapolis, Md., Oct. 28, 1940

We hereby certify, that the annexed Order Nisi - 7888 Equity-- Ribes - 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 29th. day of November, 1940. The first insertion being made the 10th. day of October, 1940.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 7th day of Feby. 1941, 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. 6417 Equity.
Mortgaged Real Estate of Andrew J.	:	In The Circuit Court For
Stinchcomb & wife.	:	Anne Arundel County.

Mr. Clerk:

Please docket the above case, and file this statement of Mortgage indebtedness and the Original Mortgage herein

Jno. S. Strahorn, Solicitor

Mortgage --Property Corner Fifth St. & Severn Avenue, Eastport, Md.-Filed 27 Dec.,1932

This Mortgage, Made this 20th day of May, in the year nineteen hundred and twenty-four by and between Andrew J. Stinchcomb and Mary F. Stinchcomb, his wife, parties of the first part, and John W. Heinbuch and Emma Heinbuch, his wife, parties of the second part, of Anne Arundel County, Maryland, Witnesseth:-

Whereas, the said parties of the first part are justly indebted unto the said parties of the second part in the sum of Three thousand dollars ($3,000.00), being the balance due on the purchase price of the property, hereinafter mentioned; and to secure the prompt payment thereof, the said parties of the first part have given unto the said parties of the second part their promissory note, of even date herewith, for said amount, payable in five years from the date hereof, with interest thereon, at the rate of six per cent. per annum, payable every six months; and

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

And it is hereby understood and agreed that the said parties of the first part shall, each year, during the existence of this mortgage, and before default shall have occurred hereunder, prepay the said mortgage debt at any interest-due period in amounts of Two hundred dollars ($200.00) or more; the interest to cease on the amount so pre-paid from the

date of such payment.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:- That for and in consideration of the premises, and the sum of One dollar ($1.00), paid by the said parties 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 parties of the second part, their heirs or assigns,

All that lot of ground situate on the east corner of Severn Avenue and Fifth Street, in the village of Eastport, Second Election District of Anne Arundel County, Maryland, with a frontage on said Avenue of 39 feet, 6 inches and a uniform depth of 164 feet on said Fifth Street, being a part of lot No. 139 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 conveyed to the said Andrew J. Stinchcomb and wife by the said John W. Heinbuch and wife, by deed of even date herewith, which said deed is intended to be recorded prior to or with this mortgage among the Land Records of Anne Arundel County; and being the lot of ground conveyed to the said John W. Heinbuch by Frederick Heinbuch, Jr. and wife, et al, by deed dated the 14th day of March, 1904, and recorded among the aforesaid Land Records in Liber G. W. No. 36, folio 21.

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 parties of the second part, their heirs and assigns, forever.

Provided, that if the said parties of the first part, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Three thousand Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said parties of the first part, their heirs or assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said parties of the first part, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to 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 parties of the second part, their personal representatives or assigns, or Winson G. Gott, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as

by the said Mortgagees, their heirs, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Thirty dollars and a commission to the party making sale of said property/equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, heirs, personal representatives and assigns under this Mortgage, whether the same shall have matured or not and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their heirs, personal representatives or assigns, or Winson G. Gott, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said parties of the first part, for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees, their heirs, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Three thousand Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagees, their heirs, personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their heirs, personal representatives and assigns.

Witness the hands and seals of the said Mortgagors.

Test: Andrew J. Stinchcomb (Seal)

Ruby W. Chaney Mary F. Stinchcomb (Seal)

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this 20th. day of May, in the year nineteen hundred and twenty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Andrew J. Stinchcomb and Mary F. Stinchcomb, his wife, the Mortgagors named in the aforegoing Mortgage and acknowledged the aforegoing Mortgage to

be their act. At the same time also appeared Winson G. Gott, the Attorney or Agent named in the aforegoing Mortgage, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; also that he is the Attorney or Agent of the within named Mortgagees and is duly authorized to make this affidavit.

Witness my hand and notarial seal,

(Notarial Seal) Ruby W. Chaney

Notary Public.

Annapolis, Maryland, July 24th.,1929.

For value received we hereby assign the within mortgage and the debt secured thereby to Magdaline Perlitz.

Witness our hands and seals this 24th. day of July, 1929.

Witness: John W. Heinbuch (Seal)

Eleanore Louise Kyle Emma Heinbuch (Seal)

Received for Record 24 day of July 1929 at 3-30 o'clock P. M. and same day recorded in Liber W. N. W.,No.92, Fol.103 Land Records of Anne Arundel County.

Frank S. Revell, Clerk.

For value received, I hereby assign to William Perlitz, a one half interest in the within mortgage. Witness my hand and seal this 9th. day of August, 1932.

Witness: Jno. S. Strahorn Magdaline Perlitz (Seal)

Received for Record 12 day of Aug. 1932, at 9-30 o'clock A. M., and same day recorded in Liber W. N. W. No. 92, Fol. 103 Land Records of Anne Arundel County.

Frank S. Revell, Clerk.

For value received we hereby assign the within mortgage to John S. Strahorn, for purposes of forclosure

Witness our hands and seals this 22nd day of Dec. 1932.

Test: William Perlitz (Seal)

M. Estelle Stehle. William Perlitz (Seal)

Executor of Magdaline Perlitz

Received for Record 23 day of December, 1932 at 10 o'clock A. M. and same day recorded in Liber W. N. W. No. 92, Fol. 103 Land Records of Anne Arundel County.

Frank S. Revell, Clerk.

STATEMENT OF MORTGAGE DEBT

Andrew J. Stinchcomb and Mary F. Stinchcomb In Account with The Estate of Magdalene Perlitz and William Perlitz, Mortgagees.

(By John S. Strahorn, Assignee for purposes of Foreclosure.)

Mortgage dated May 20, 1924, and recorded W. N. W. 92, folio 99, etc.

Mortgage Debt,		$2300.00
Inereest from July 25, 1932,		
Insurance premiums unpaid for 1931 and 1932		9.35
State and County taxes, as follows:		
1930 Taxes ----------	$54.00	
1931 Taxes ----------	30.40	
1932 Taxes ----------	53.21	137.61

State of Maryland, Anne Arundel County, Sct.

I hereby certify that on this 27th day of December, 1932, before me, the subscriber, Notary Public of said State in and for said County, personally appeared John S. Strahorn, Assignee, and made oath in due form of law that the above statement of mortgage indebtedness is true, as therein stated, to the best of his knowledge, information and belief.

(Notarial Seal) Victoria M. Perlitz

Notary Public.

Bond --Filed & Approved this 20th day of January, 1933.--Frank S. Revell, Clerk.

Know all Men by these Presents:

That We John S. Strahorn of Annapolis, Maryland and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty Five Hundred and 00/100 Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 20th day of January in the year of our Lord nineteen hundred and Thirty Three

Whereas, the above bounden John S. Strahorn, Assignee by virtue of a power contained in a mortgage from Andrew J. Stinchcomb and wife to John W. Heinbuch and wife-- Equity 6417 dated May 20, 1924 and recorded in Liber W. N. W. 92, folio 99 etc., one of the Land Record Books of A. A. 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 John S. Strahorn, Assignee is about to execute the power vested in him in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered Jno. S. Strahorn (Seal)

in the presence of (Corporate Seal) Maryland Casualty Company

Virginia W. Meredith

Per Chas. F. Lee, of
Charles F. Lee & Company, President.

In the Matter of the Sale of The Mortgaged Real Estate of Andrew J. Stinchcomb & wife (No. 468 Severn Ave.)

No. 6417 Equity

In the Circuit Court For

Anne Arundel County.

Report of Sale -- Filed Jany. 27, 1933

To the Honorable, the Judges of said Court:

The Report of John S. Strahorn, Assignee named in the mortgage in the above entitled case, respectfully shows:

1. That after giving bond, with security, for the faithful discharge of his trust, and after having complied with all the other requirements of the law, and after giving notice of the time, place, manner and terms of sale, by advertisement in the Maryland Gazette and the

Evening Capital, weekly newspapers published in Anne Arundel County, Maryland, and by hand-bills extensively circulated, for more than twenty days before the day of sale, he, the said John S. Strahorn, Assignee, did, pursuant to said advertisement, attend at the Court House door, in the City of Annapolis, on Tuesday, the 24th day of January, 1933, at 11:00 o'clock A. M., and offer the property mentioned in said mortgage, at public auction, and then and there sold the said property to William Perlitz, at and for the sum of $2,000.00, he being then and there the highest bidder therefor; the said property so sold being:

All that tract or parcel of land, with the improvements thereon, lying on the East Corner of Severn Avenue and Fifth Street, in the village of Eastport, Second Election District of Anne Arundel County, Maryland, known as No. 468 Severn Avenue, with a frontage on said avenue of 39 feet, 6 inches, and a uniform depth of 164 feet on said Fifth Street, being a part of Lot No. 139 as shown on Duvall's Plat of Eastport, filed in Plat Book No. 1, Section 1, folio 11, of Anne Arundel County Land Records, and improved by a two and one-half story frame dwelling house, with garage on property.

And the said John S. Strahorn, Assignee, further reports that the said purchaser has agreed to comply with the terms of sale as advertised in said newspapers; a copy of which said advertisement of sale with purchaser's agreement and auctioneer's certificate thereon, are hereto attached as a part hereof.

Respectfully submitted.

Jno. S. Strahorn, Assignee.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this 27th day of January, 1933, before me the subscriber, a Notary Public of said State in and for said County, personally appeared John S. Strahorn, Assignee named in the above report of sale, and made oath in due form of law, that the matters and facts stated in said report of sale are true, as therein stated, to the best of his knowledge, information and belief; and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) Victoria M. Perlitz.

Notary Public.

Advertisement of Sale Geo. W. Scible, Auctioneer.

Assignee's Sale of valuable corner Real Estate in the Village of Eastport, in the Second Election District of Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage from Andrew J. Stinchcomb and Mary F. Stinchcomb, his wife, to John W. Heinbuch and wife, dated the 20th day of May, 1924, and recorded among the Land Records of said County in Liber W. N. W. No. 92, folio 99, etc., which said mortgage was, on the 24th day of July, 1929, assigned to Magdalene Perlitz, and, on the 9th day of August, 1932, a one-half interest therein assigned to William Perlitz, the said mortgage being now in default, the undersigned, John S. Strahorn, Assignee of said mortgage for purposes of foreclosure, will sell at Public Sale at the Court House Door in the City of Annapolis, Maryland, on Tuesday, Jan. 24, 1933 at 11:00 o'clock A. M., all that tract or parcel of land, with the improvements thereon, lying on the East Corner of Severn Avenue and Fifth Street, in the village of Eastport, Second Election District of Anne Arundel County, Maryland, with a frontage on said avenue of 39

feet, 6 inches and a uniform depth of 164 feet on said Fifth Street, being a part of Lot No. 139 as shown on Duvall's Plat of Eastport, filed in Plat Book No. 1, Section 1, folio 11, of Anne Arundel County, and improved by a two and one-half story frame dwelling house, with garage on property, all in good condition; the property being now rented to a reliable tenant. There is sufficient space for another house on Severn Avenue and also at rear of lot, to face on Fifth Street.

TERMS OF SALE: --Cash on ratification of sale. A deposit of $300.00 on account of purchase price will be required on day of sale. Deferred payment to bear interest from day of sale, and to be secured to the satisfaction of the undersigned assignee. Taxes, insurance and all other charges to be adjusted to the day of sale.

For further particulars see the undersigned.

John S. Strahorn, Assignee,
160 South Street, Annapolis, Md.

Annapolis, Maryland, January 24, 1933.

I have this day bought from John S. Strahorn, Assignee, the property mentioned in the advertisement on the reverse side of this sheet, at and for the sum of Two Thousand Dollars ($2,000.00), and I Agree to comply with the terms of sale mentioned in said advertisement.

Witness:-- William Perlitz,
Jno. S. Strahorn Purchaser.

I have this day sold the within property to William Perlitz, at and for the sum of Two Thousand Dollars ($2,000.00), as set out in said advertisement, he being then and there the highest bidder therefor.

Witness:- Geo. W. Scible,
Jno. S. Strahorn Auctioneer.

ORDER NISI.

Ordered, this 27th day of January, 1933, That the sale of the property mentioned in these proceedings made and reported by John S. Strahorn, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of February next.

The Report states that the amount of sales to be $2,000.00

Frank S. Revell, Clerk.

Certificate of Publication Annapolis, Md., May 18, 1933.

We hereby certify, that the annexed Order Nisi- Andrew J. Stinchcomb Equity #6417 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 28th day of February, 1933. The first insertion being made the 28th. day of January, 1933.

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

Ordered By The Court, This 5th. day of June, 1933 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 Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Nicholas H. Green, A. J.

In the Matter of the Sale of the Mortgaged Real Estate of Andrew J. Stinchcomb & wife (No. 468 Severn Ave.)

No. 6417 Equity.
In the Circuit Court For
Anne Arundel County.

Petition to substitute Purchaser --Filed May 8th., 1933.

To the Honorable, the Judges of said Court:-

The petition of Helene P. Krull respectfully shows:-

That since the sale of the property mentioned in these proceedings, made on the 24th day of January, 1933, by John S. Strahorn, Assignee, to William Perlitz, your petitioner has purchased said property from said William Perlitz, and she respectfully prays the Court to pass an order in the premises authorizing and directing that your Petitioner be substituted as purchaser of said property in the place and stead of the said William Perlitz.

And she will ever pray, etc.

Jno. S. Strahorn,
Solicitor for Petitioner.

Helene P. Krull,
Petitioner.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this 5th day of May, 1933, before me the subscriber, a Notary Public of said State in and for the County aforesaid, personally appeared Helene P. Krull, the above named petitioner, and made oath in due form of law that the matters and facts set out in said petition are true, to the best of her knowledge, information and belief.

Witness my hand and notarial seal.

(Notarial Seal) Victoria M. Perlitz,
Notary Public.

The undersigned, William Perlitz, purchaser named in the report of sale filed in this cause by John S. Strahorn, Assignee, on the 27th day of January, 1933, hereby consents to the substitution of Helene P. Krull, the above named petitioner, as purchaser of said property.

William Perlitz

I hereby assent to the above substitution,

Jno. S. Strahorn, Assignee. May 6,1933.

Ordered, this 6" day of May, 1933, by the Circuit Court for Anne Arundel County, In Equity, on the aforegoing petition of Helene P. Krull, and assent of William Perlitz, that the said Helene P. Krull be and she is hereby substituted as purchaser of the property, sold in this proceeding, in the place and stead of said William Perlitz.

Nicholas H. Green,
A. J.

In the Matter of the Sale of the Mortgaged Real Estate of Andrew J. Stinchcomb and wife

No. 6417 Equity.
In the Circuit Court For
Anne Arundel County.

Auditor's Report and Account -- Filed March 12th., 1935.

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Eugene P. Childs, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Andrew J. Stinchcomb and wife in ac. with John S. Strahorn, Assignee.

To Assignee for his commissions	$93.00	$
To Assignee for fee named in mortgage	30.00	123.00
To Assignee for Court Costs, viz:		
" Solicitor's appearance fee	10.00	
" Clerk of Court	11.80	
" Auditor	9.00	30.80
To Assignee for Expenses, viz:		
" Capital Gazette Press, advertising	25.00	
" Capital Gazette Press, hand bills	5.50	
" Order Nisi on Report of Sale	5.00	
" Order Nisi on Auditor's Account	5.00	
" Premium on bond	10.00	
" renewal premium on bond	10.00	
" Recording assignment,J. S. Strahorn	.75	
" Auctioneer	10.00	71.25
To Mortgagee for Advances, viz:		
" 1930 County and State Taxes	57.40	
" 1931 County and State Taxes	31.76	89.16
To Assignee for Taxes, viz:		
" 1932 County and State	54.41	
" 1933 County and State,adj. 24 days	3.20	57.61
To John S. Strahorn,Assignee, on account of mortgage debt and interest as per statement filed	1,628.18	1,628.18
		$2,000.00

Amount of mortgage debt and interest	$2,369.00
Allowed on account of said claim	1,628.18
This balance subject to Decree in Personam	$ 740.82

To Amount brought forward $2,000.00

Cr. January 24, 1933 Proceeds of Sale $2,000.00

ORDER NISI.

Ordered, This 12th day of March, 1935, 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 13th 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 13th day of April next.

Frank A. Munroe,

Clerk.

Certificate of Publication Annapolis, Md., May 21, 1935

We hereby certify, that the annexed Order Nisi Aud. Acct. Eq. 6417 Andrew Stinchcomb 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 13th day of April,1935. The first insertion being made the 13th day of March, 1935.

The Capital-Gazette Press, Inc.

By O. Basil.

In the Circuit Court for Anne Arundel County.

Ordered By The Court, this 19" day of July, 1937, That the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Linwood L. Clark,

Judge.

In The Matter of the Sale of the Mortgaged Real Estate of Leroy Crandall and Myrtle V. Crandall, his wife.	:	No. 8103 Equity. In the Circuit Court For Anne Arundel County.

Mr. Clerk:

Please docket the above entitled suit, file the within mortgage, record the assignment thereon and enter my appearance.

William J. McWilliams, Assignee.

Mortgage -- Filed Nov. 7th., 1940. (Maryland State Stamps $1.00)

This Mortgage, Made this 18th day of October, A. D. 1939, by and between Leroy Crandall and Myrtle V. Crandall, his wife of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and The Annapolis Banking And Trust Company, a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

Whereas the said Mortgagors are justly and bona fide indebted to the said Mortgagee in the full and just sum of One Thousand Dollars ($1,000.00) as evidence whereof the said Mortgagors have this day passed to the said Mortgagee their promissory note in the amount of One Thousand Dollars ($1,000.00), payable six months after date with interest at Six percent (6%) per annum.

Whereas, it was a condition precedent to the granting of said loan that this mortgage should be executed for the purpose of securing the payment of the said note together with any and all renewals thereof or substitutes therefor, at the times limited for the same.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH that in consideration of the premises and the sum of Five Dollars ($5.00) the said Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, in fee simple, all that lot or parcel of ground in the Seventh Election District of Anne Arundel County more particularly described as follows:

Beginning for the same at a post standing on the South side of a creek and North 88 degrees East 12 feet from the middle of and between two white oak trees growing from the same stump and running from said post South 7 degrees West 869 feet to a post, thence running to exclude a strip of land 30 feet wide on the North side of the outline of the lands of William J. Norris North 76 degrees 55 minutes West 696.5 feet to a post 12 feet Westerly from a cedar tree, thence North 12 degrees 5 minutes East 936 feet to a post on the South edge of said creek, thence running with and binding on the meanderings of said creek to the place of beginning. Containing 13 3/4 acres more or less.

Being the same property which was conveyed to the said Mortgagors by Jeannette P.Sterling, single, by deed dated November 29, 1933 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. #122, folio #214.

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

To Have And To Hold the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple.

Provided, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured

hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided, or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate hereinbefore specifically mentioned and shall be secured by this mortgage.

2. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee, in the amount of at least One Thousand Dollars, said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

4. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

5. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

6. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

7. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or William J. McWilliams, 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, its or their heirs, successors or assigns; and which sale shall be made in the following manner, 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 or the party making the sale, 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 counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; 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 any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

And the said Mortgagor hereby covenants and agrees 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 him 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 the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or 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, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and bodies corporate shall be considered neuter gender.

Witness the signature (s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

June L. Smith — Leroy Crandall

June L. Smith — Myrtle V. Crandall

State of Maryland, County of Anne Arundel to wit:

I Hereby Certify, That on this 18th day of October, 1939, before me, the subscriber,

a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Leroy Crandall and Myrtle V. Crandall, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.
At the same time also personally appeared William J. McWilliams, the Attorney 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 also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My Commission Expires: (Notarial Seal) June L. Smith
May 5, 1941 Notary Public.

For value received, The Annapolis Banking and Trust Company hereby assigns the within Mortgage and the debt secured thereby to William J.McWilliams, for the purpose of foreclosure.

In Witness Whereof The Annapolis Banking and Trust Company has caused these presents to be executed in its name, by its President and its corporate seal, duly attested by its Secretary to be hereto affixed this 4 day of November, 1940.

Attest: (Corporate Seal) The Annapolis Banking And Trust Co.
J. P. Sterling,
Secretary. By Andrew A. Kramer, President.

Received for Record 7 day of Nov. 1940, at 11 o'clock A. M., and the same day recorded in Liber J. H. H., No. 208, Fol. 343, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

In The Matter Of The Sale Of The Mortgaged Real Estate of Leroy Crandall and wife. — No. 8103 Equity. In The Circuit Court For Anne Arundel County.

Statement of Mortgage Claim. -- Filed Dec. 2" 1940.

Statement of the mortgage claim of The Annapolis Banking and Trust Company, under the mortgage to it from Leroy Crandall and Wife, dated October 18, 1939 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. #208, folio 340.

Principal amount of Mortgage	$1000.00
Paid on Account	30.00
Principal Balance	970.00
Interest to December 2, 1940	37.33
	$1007.33

The Annapolis Banking and Trust Co.
By: John B. Holliday, Jr., Treasurer.

State of Maryland: County of Anne Arundel: SS:

I Hereby Certify that on this 2nd day of December, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

John B. Holliday, Jr., Treasurer of The Annapolis Banking and Trust Company, and made oath in due form of law that the foregoing is a true statement of the amount remaining due it on its mortgage claim described herein and that it 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) Edith C. Wolfangle,
Notary Public.

In The Matter of the Sale of the Mortgaged Real Estate of Leroy Crandall and Myrtle V. Crandall, his wife

No. 8103 Equity.
In The Circuit Court For
Anne Arundel County.

Assignee's Bond -- Filed & Approved 2nd.Dec.,1940. 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 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 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, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of December, in the year of our Lord Nineteen hundred and forty

Whereas, the above bounden William J.McWilliams by virtue of the power contained in a mortgage from Leroy Crandall and Myrtle V. Crandall, his wife to Annapolis Banking and Trust Company bearing date the 18th day of October, 1939 and recorded among the mortgage records of Anne Arundel County in Liber J. H. H. No. 208 Folio 340 and 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 do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden William J. McWilliams 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 witness, the day and year first herein above written.

Signed, sealed and delivered
in the presence of
Samuel S. Stokes

William J. McWilliams (Seal)

(Corporate Seal)

The Fidelity and Casualty Company
of New York.

Attest:
Beverly Vansant

By Annie Laurie Wiegard,
Attorney.

In The Matter of the Sale of the Mortgaged Real Estate of Leroy Crandall and Myrtle V.Crandall,his wife.

No. 8103 Equity.
In The Circuit Court For
Anne Arundel County.

Report of Sale -- Filed Dec. 3rd., 1940.

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 Leroy Crandall and Wife, dated October 18, 1939, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. #208, folio 340, 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 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 Tuesday, December 3, 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 William J. McWilliams, Assignee as aforesaid, then and there sold the property to The Annapolis Banking and Trust Company for the sum of Four Hundred Dollars ($400.00), it being at that figure the highest bidder therefor, the said property being the following:

All that lot or parcel of ground in the Seventh Election District of Anne Arundel County, more particularly described as follows:

Beginning for the same at a post standing on the south side of a creek and north 88 degrees east 12 feet from the middle of and between two white oak trees growing from the same stump and running from said post south 7 degrees, west 869 feet to a post, thence running to exclude a strip of land 30 feet wide on the north side of the outline of the lands of William J. Norris north 76 degrees 55 minutes west 696.5 feet to a post 12 feet westerly from a cedar tree, thence north 12 degrees 5 minutes east 936 feet to a post on the south edge of said creek, thence running with and binding on the meanderings of said creek to the place of beginning. Containing 13 3/4 acres, more or less.

Being the same property which was conveyed to the said Leroy Crandall and Myrtle V. Crandall, his wife, by Jeanette P. Sterling, single, by deed dated November 29, 1933, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. #122, Folio 214.

2. And the said Assignee further reports that he has received from the purchaser the deposit of $200.00 required by the terms of 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 at the time 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 the final ratification of sale. Taxes, insurance and expenses 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 3rd day of December, 1940, 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) Samuel S. Stokes,
Notary Public.

Advertisement of Sale -- George W. Scible, Auctioneer.

McWilliams,Duckett & Haley,Solicitors, Church Circle, Annapolis, Md.

Assignee's Sale of valuable Real Estate situated in the Seventh Election District, Anne Arundel County.

By virtue of the power and authority contained in a mortgage from Leroy Crandall and Myrtle V. Crandall, his wife, dated October 18, 1939, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 208, folio 340, 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, December 3rd, 1940 at 11:30 A. M. the following property:

All that lot or parcel of ground in the Seventh Election District of Anne Arundel County, more particularly described as follows:

Beginning for the same at a post standing on the south side of a creek and north 88 degrees east 12 feet from the middle of and between two white oak trees growing from the same stump and running from said post south 7 degrees, west 869 feet to a post, thence running to exclude a strip of land 30 feet wide on the north side of the outline of the lands of William J. Norris north 76 degrees 55 minutes west 696.5 feet to a post 12 feet westerly from a cedar tree, thence north 12 degrees 5 minutes east 936 feet to a post on the south edge of said creek, thence running with and binding on the meanderings of said creek to the place of beginning. Containing 13 3/4 acres, more or less.

Being the same property which was conveyed to the said Leroy Crandall and Myrtle V. Crandall, his wife, by Jeanette P. Sterling, single, by deed dated November 29, 1933, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 122, folio 214.

TERMS OF SALE: A deposit of $200.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. Taxes, insurance and expenses to be adjusted to the date of sale.

For further particulars, apply to

William J. McWilliams,Assignee.
Church Circle, Annapolis, Md.

Auctioneer's Certificate

I hereby certify that I have this 3rd day of December, 1940, sold the within described property to The Annapolis Banking & Trust Co. at and for the sum of $400 it being at that figure the highest bidder therefore; and I hereby further certify that said sale was fairly made.

Geo. W. Scible, Auctioneer.

I hereby certify that I have this 3rd day of December, 1940, purchased the within described property for the Annapolis Banking & Trust Co. from William J. McWilliams, Assignee at and for the sum of Four Hundred Dollars ($400.00) and it hereby agrees to comply with the terms of said sale as set forth on the reverse side hereof.

The Annapolis Banking & Trust Co.
By: John B. Holliday,Jr. (Seal)
Treasurer.

ORDER NISI.

Ordered, this 3rd., day of December, 1940, 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 3rd., day of January 1941 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 January 1941 next.

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

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., January 6, 1941.

We hereby certify, that the annexed Order Nisi - Sale - Leroy Crandall - Equity 8103 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 January, 1941. The first insertion being made the 5th day of December, 1940.

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

Ordered By The Court, This 8th day of January, 1941 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.

In the Matter of the Sale of the Mortgaged Real Estate of Leroy Crandall and Wife.

No. 8103 Equity.
In The Circuit Court For
Anne Arundel County.

Auditor's Report and Account -- Filed January 15th. 1941

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 Leroy Crandall and Wife in ac. with William J. McWilliams, Assignee.

To Assignee for fee	$50.00	$
To Assignee for commissions	27.00	77.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court	13.70	
Auditor	9.00	32.70
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	26.25	
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	
Clerk of Court - recording assignment	.75	
George W. Scible - auctioneer	10.00	
B. J. Wiegard,Agent - bond premium	10.00	
Edith C. Wolfangle - notary fee	.50	
Samuel S. Stokes - notary fee	.50	
One-half Federal revenue stamps	.28	
One-half State revenue stamps	.20	63.98
To Assignee for Taxes, viz:		
1940 State and County taxes ($40.13-adj)		37.05
To Annapolis Banking &Trust Co.- this balance on account mortgage claim		189.27
		$400.00
Amount of mortgage claim filed	$1,007.33	
Cr. Amount allowed as above	189.27	
This balance subject to decree in personam	$ 818.06	
Cr. Dec. 3, 1940 Proceeds of Sale		$400.00

ORDER NISI.

Ordered, This 15th., day of January, 1941, 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 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 15th., day of February next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., February 20, 1941

We hereby certify, that the annexed Order Nisi - Equity #8103 Account of Auditor --Leroy Crandall was published in Maryland Gazette a newspaper published in the City of Annapolis,

Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of February, 1941. The first insertion being made the 16th. day of January, 1941.

The Capital-Gazette Press, Inc.

By Lydia Griscom.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 20th day of Feb. 1941, 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 Petition of Theodore M. Heck and Margaret V. Heck, his wife, FOR THE ADOPTION OF ELIZABETH GERTRUDE SMITH.	:	No. 8104 Equity. In The Circuit Court For Anne Arundel County.

Petition for Adoption. -- Filed Nov. 7th., 1940.

To The Honorable, The Judges of Said Court:

The Petition of Theodore M. Heck and Margaret V. Heck, his wife, of Anne Arundel County and State of Maryland, respectfully represents unto Your Honors:

First: That your petitioners are husband and wife and are residents of the City of Annapolis, Maryland, residing at No. 313 North Linden Avenue in said city, and that the petitioner, Theodore M. Heck, is employed by the Hopkins Furniture Company of this city as salesman, where he earns approximately $175.00 per month.

Second: That two children were born unto them as a result of their marriage, namely, Alietha, age 10, and Albert, age 8, who are now living with your petitioners and who are receiving the very best of parental care.

Third: That Frederick Smith and Esther Smith, his wife, residents of Anne Arundel County, who join in this petition, are the parents of Elizabeth Gertrude Smith, who was born unto them October 25, 1939, and who is now one year old. That said parents have been separated for more than 13 months, and they have not been in a position to care for their daughter, Elizabeth Gertrude, in addition to the five or six other children in their family, and that said Elizabeth Gertrude Smith has been living with your petitioners ever since she was four months of age.

That your petitioners have become very much attached to said child and have always treated her as one of their very own. That the said Frederick Smith and Esther Smith, father and mother of said infant, respectively, have consented to this adoption, as will appear from their signed assent and affidavit attached hereto.

Fourth: That your petitioners desire and are anxious and willing to adopt the said Elizabeth Gertrude Smith as their own daughter so as to confer upon her all rights vouchsafed under the law in such cases. Your petitioners desire to retain said infant under

their roof and to care for and provide for her as their own daughter, to educate and train her in a manner conducive to her best interests.

Fifth: Your petitioners further pray this Honorable Court that the name of Elizabeth Gertrude Smith be changed to that of Margaret Patricia Heck.

TO THE END, THEREFORE:

(1) That this Honorable Court may pass a decree declaring the said Elizabeth Gertrude Smith the adopted child of the said Theodore M. Heck and Margaret V. Heck, his wife.

(2) That the name of Elizabeth Gertrude Smith be changed from Elizabeth Gertrude Smith to Margaret Patricia Heck.

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

MAY IT PLEASE YOUR HONORS to take such action and pass such order as may effectuate the wish and intention of your petitioners and promote the best interest and welfare of said minor.

AND AS IN DUTY BOUND, ETC.

Theodore M. Heck
Margaret V. Heck, Petitioners.

Albert J. Goodman,
Solicitor for Petitioners.

State of Maryland Anne Arundel County To Wit:

I Hereby Certify that on this 4th day of November 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Theodore M.Heck and Margaret V. Heck, his wife, and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein set forth.

As Witness my hand and Notarial Seal.

(Notarial Seal) Elizabeth H. Vansant
Notary Public.

I, Frederick Smith, father of Elizabeth Gertrude Smith, do hereby assent to the application of Theodore M. Heck and Margaret V. Heck to have the said Elizabeth Gertrude Smith declared the adopted child of Theodore M. Heck and Margaret V. Heck and to have her name changed to Margaret Patricia Heck,

Frederick Norman Smith

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 4th day of November 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Frederick Smith and made oath in due form of law that the matters and facts set forth above are true to the best of his knowledge and belief and that he freely assents to the adoption of his infant child by Theodore M. Heck and Margaret V. Heck and to the change of her name to that of Margaret Patricia Heck.

As Witness my hand and Notarial Seal.

(Notarial Seal) Elizabeth H. Vansant
Notary Public.

I, Esther Smith, mother of Elizabeth Gertrude Smith, do hereby assent to the application of Theodore M. Heck and Margaret V. Heck to have the said Elizabeth Gertrude Smith declared

the adopted child of Theodore M. Heck and Margaret V. Heck and to have her name changed to Margaret Patricia Heck.

Esther Smith

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 4th day of November 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Esther Smith and made oath in due form of law that the matters and facts set forth above are true to the best of her knowledge and belief and that she freely assents to the adoption of her infant child by Theodore M. Heck and Margaret V. Heck and to the change of her name to that of Margaret Patricia Heck.

As Witness my hand and Notarial Seal.

(Notarial Seal) Elizabeth H. Vansant,
Notary Public.

Annapolis, Maryland, November 4, 1940

I Hereby Certify that I have known Theodore M. Heck and Margaret V. Heck for approximately five years and that I know them to be honest, sober, industrious and reliable people. I believe them to be proper persons to have the care and custody of the infant child named herein, and I believe they will make kind, devoted and loving parents.

O. Frank Hopkins

Decree of Adoption --Filed Nov. 13, 1940.

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

The Court, being satisfied upon careful investigation that the best interest and welfare of the said infant, Elizabeth Gertrude Smith, will have to be promoted.

It Is thereupon this 13th day of November, 1940, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the infant, Elizabeth Gertrude Smith, mentioned in these proceedings be and she is hereby decreed to be the legally adopted child of Theodore M. Heck and Margaret V. Heck, his wife, with all the rights vouchsafed under the laws of the State of Maryland.

And it is further adjudged, ordered and decreed that the name of the said infant, Elizabeth Gertrude Smith, be and it is hereby changed from Elizabeth Gertrude Smith to Margaret Patricia Heck.

It Is further ordered that the said petitioners pay the costs of these proceedings, to be taxed by the Clerk.

Ridgely P. Melvin, A. J.

In The Matter Of The Sale Of The Mortgaged Real Estate of George W. Smith and Sylvia Smith, his wife.

No. 8105 Equity. In The Circuit Court For Anne Arundel County.

Mr. Clerk:

Please file the original mortgage, assignment and statement of mortgage debt.

Albert J. Goodman, Assignee.

Original Mortgage, Assignment and Statement -- Filed Nov. 12, 1940

This Mortgage, Made this 4th day of May, in the year nineteen hundred and thirty-nine, by and between George W. Smith and Sylvia Smith, his wife Mortgagors of Anne Arundel County in the State of Maryland, of the first part, and N. Bryan Steward Mortgagee, of the second part.

Whereas, the said George W. Smith and Sylvia Smith, his wife, are justly indebted to N. Bryan Steward in the full sum of Five Hundred Dollars ($500), payable three years after date with interest semi-annually at the rate of six per centum per annum to better secure the payment of said indebtedness, principal and interest, when and as the same may become due, these presents are executed.

Now This Mortgage Witnesseth, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, the said George W. Smith and Sylvia Smith, his wife, do grant and convey unto the said Mortgagee N. Bryan Steward, his heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in Anne Arundel County, aforesaid, and described as follows:

Beginning for the same at a point in the County Road leading to Annapolis Junction, which Road forms the northern boundary line of the whole tract, at a point distant thirty-five hundred and twenty-six feet from the northeast boundary of the whole tract, and running thence South ten degrees West ten hundred and fifty feet to the Patuxent River; thence following the meanderings of said River to the outline of the property heretofore conveyed to Charles J. Malinofsky; thence following the outlines of said lot North ten degrees East nine hundred and twenty feet to said County Road; thence following the lines of said Road in a Westerly direction three hundred and two feet to the place of beginning. Containing six acres of land, more or less, and designated as lot No. Seven on the Plat of the Whole Tract recorded among the Land Records of Anne Arundel County in Liber F.S.R. No.1,Folio 37.

Being the same property conveyed to the said George W. Smith by deed dated November 20, 1929 from the Emory Street Permanent Building And Loan Company Of Baltimore City, a corporation, recorded in Liber F. S. R. No. 62, Folio 461 etc., of the Land Records of Anne Arundel County.

Being also the said property conveyed to the said George W. Smith by deed dated June 28, 1938 from Joseph H. Pepper, County Treasurer, et al, recorded in the said Land Records in Liber F. A. M. No. 185, Folio 324, etc.

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 N. Bryan Steward, Mortgagee his heirs and assigns, forever.

Provided, that if the said Mortgagors, George W. Smith and Sylvia Smith, his wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the

aforesaid sum of 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 me made in the premises, the said Mortgagors, George W. Smith and Sylvia Smith, 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 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 of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, N. Bryan Steward, his personal representatives or assigns, or Ogle Marbury their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves, 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 Ogle Marbury their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses,

costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said Mortgagors, George W. Smith and Sylvia Smith, 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 Five Hundred Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee his personal representatives and assigns.

Witness the hands and seals of the said Mortgagors.

Test: George W. Smith (Seal)

Sarah F. Sharswood Sylvia Smith (Seal)

State of Maryland, Prince George's County, To Wit:

I Hereby Certify, that on this 4th day of May in the year nineteen hundred and thirty-nine before me, Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George W. Smith and Sylvia Smith, his wife, of Anne Arundel County, the Mortgagors named in the aforegoing Mortgage and hereby acknowledged the aforegoing Mortgage to be their act. At the same time also appeared N. Bryan Steward, Mortgagee, of Prince George's County, 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) Sarah F. Sharswood

Notary Public.

I Hereby Assign the within Mortgage to Albert J. Goodman

As Witness my hand and seal this 5th day of November, 1940.

Test: N. Bryan Steward (Seal)

Ogle Marbury

Received for Record 12 day of Nov. 1940, at 10 o'clock A. M., and the same day recorded in Liber J. H. H., No. 202, Fol. 38, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

STATEMENT OF MORTGAGE DEBT.

The statement of the mortgage claim of N. Bryan Steward under the mortgage to him from George W. Smith and Sylvia Smith, his wife, dated May 4, 1939, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 202, folio 36.

Principal debt of mortgage	$500.00
Interest from 5/4/39 to 11/11/40	45.58
Total	$545.58

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 11th day of November, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared

N. Bryan Steward and made oath in due form of law that the above statement of the mortgage debt is true to the best of his knowledge and belief.

As witness my hand and Notarial seal.

(Notarial Seal) Grace E. Roth

Notary Public.

In the Matter of the Sale of Mortgaged Real Estate of George W. Smith and Sylvia Smith,his wife.

No. 8105 Equity.

In the Circuit Court For Anne Arundel County.

Bond -- Filed & Approved this 12" of Nov. 1940, John H. Hopkins, 3rd.,Clerk.

Know all Men by these Presents:

That We Albert J. Goodman, Assignee, Hart Building, Annapolis, Md., as principal, and the Glens Falls Indemnity Company, a corporation of the State of New York, Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand ($1,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our,and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 9th day of November in the year nineteen hundred and forty

Whereas, the above bounden Albert J. Goodman, Assignee by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County, Md., has been appointed trustee to sell real estate mentioned in the proceedings in the case of "In the matter of the sale of Mortgaged Real Estate of George W. Smith and Sylvia Smith, his wife."
now pending in said Court

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

Signed, sealed, and delivered in the presence of

(Corporate Seal)

Albert J. Goodman (Seal)

Glens Falls Indemnity Company

By M. A. Brown (Seal)

Attorney.

Grace E. Roth
As to A.J.Goodman
A. J. Mooney
As to Surety

In The Matter Of The Sale Of The Mortgaged Real Estate of George W. Smith and Sylvia Smith, his wife,

No. 8105 Equity.

In The Circuit Court For Anne Arundel County.

Report of Sale and Order Nisi -- Filed 10" Dec., 1940

To The Honorable, The Judges of Said Court:

The Report of Albert J. Goodman, assignee of the mortgage filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder, respectfully shows:

That the said mortgage, being in default having given bond with surety, which was duly approved, and having given twenty days' notice of the time, place, manner and terms of sale

by advertisement in the "Maryland Gazette," a newspaper printed and published in Anne Arundel County, he did, pursuant to the said notice of sale, attend in person at the Courthouse door in the City of Annapolis, Maryland, on Tuesday, December 10, 1940, at 10 a.m., and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said mortgage, to wit:

All that parcel of ground situate and lying in the Fourth Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a point in the County Road leading to Annapolis Junction, which road forms the northern boundary line of the whole tract, at a point distant 3526 feet from the northeast boundary of the whole tract, and running thence south 10 degrees west 1050 feet to the Patuxent River; thence following the meanderings of said river to the outline of the property heretofore conveyed to Charles J. Malinofsky; thence following the outlines of said lot north 10 degrees east 920 feet to said County Road; thence following the lines of said road in a westerly direction 302 feet to the place of beginning, containing six acres of land, more or less, and designated as Lot No. 7 on the plat of the whole tract recorded among the Plat Records of Anne Arundel County in Liber F. S. R. No. 1, folio 37.

Being the same property conveyed to the said George W. Smith by the Emory Street Permanent Building and Loan Company of Baltimore City, a corporation, by deed dated November 20, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 62, folio 461, and being also the same property conveyed to the said George W. Smith by Joseph H. Pepper, County Treasurer, et al., by deed dated June 28, 1938, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 185, folio 324.

Said property being sold to N. Bryan Steward at and for the sum of Six Hundred Seventy-Five ($675.00) Dollars, he being at that price then and there the highest bidder therefor. The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

Albert J. Goodman, Assignee.

State of Maryland Anne Arundel County To Wit:

I Hereby Certify that on this 10th day of December, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Albert J. Goodman, assignee, and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

As Witness my hand and Notarial seal.

(Notarial Seal) Grace E. Roth,

Notary Public.

Advertisement of Sale. -- Albert J. Goodman, Solicitor, Annapolis, Maryland.

Assignee's Sale of valuable Real Estate located in the Fourth Election District of Anne Arundel County.

Under and by virtue of the power of sale contained in a mortgage from George W. Smith and Sylvia Smith, his wife, dated May 4, 1939, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 202, folio 36, and assigned to the undersigned for the purpose of foreclosure, default having occurred thereunder, said Assignee will offer for sale

at public auction, at the Court House door, in the City of Annapolis, on Tuesday, December 10, 1940, at ten o'clock A. M., all that parcel of ground situate and lying in the Fourth Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a point in the county road leading to Annapolis Junction, which road forms the northern boundary line of the whole tract, at a point distant 3,526 feet from the northeast boundary of the whole tract, and running thence south 10 degrees west 1,050 feet to the Patuxent River; thence following the meanderings of said river to the outline of the property heretofore conveyed to Charles J. Malinofsky; thence following the outlines of said lot north 10 degrees east 920 feet to said county road; thence following the lines of said road in a westerly direction 302 feet to the place of beginning; containing six acres of land, more or less, and designated as Lot No.7 on the plat of the whole tract recorded among the Plat Records of Anne Arundel County in Liber F. S. R. No. 1, folio 37.

Being the same property conveyed to the said George W.Smith by the Emory Street Permanent Building and Loan Company of Baltimore City, a corporation, by deed dated November 20, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 62, folio 461, and being also the same property conveyed to the said George W. Smith, by Joseph H. Pepper, County Treasurer, et al, by deed dated June 28, 1938, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 185, folio 324.

This property is improved by a one-story, frame bungalow.

TERMS OF SALE: A deposit of two hundred ($200.00) dollars will be required of the purchaser upon the day of sale, balance to be paid in cash upon ratification of sale, with interest from day of sale to date of settlement. Taxes and other expenses to be adjusted to day of sale.

W. B. Elliott, Albert J. Goodman,

Auctioneer. Assignee.

This is to certify that I have purchased at public auction from Albert J. Goodman, assignee, the property described in the advertisement filed in these proceedings for the sum of Six Hundred Seventy- Five ($675.00) Dollars; and I agree to comply with the terms of sale as set forth therein.

As Witness my hand and seal this 10th day of December, 1940.

Witness: E. E. Marks N. Bryan Steward (Seal)

This is to certify that I have this day sold at public auction for Albert J. Goodman, assignee, the property described in the advertisement attached hereto to N. Bryan Steward at and for the sum of Six Hundred Seventy-Five ($675.00) Dollars, he being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

As Witness my hand and seal this 10th day of December, 1940.

Witness: W. B. Elliott, (Seal)

Grace E. Roth Auctioneer.

ORDER NISI.

Ordered this 10" day of December, 1940, that the sale of the property mentioned in these proceedings, made and reported by Albert J. Goodman, assignee of the mortgage filed herein, be ratified and confirmed, unless cause to the contrary be shown on or before the

13" day of January, 1941, provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three (3) successive weeks before the 13" day of January, 1941.

The Report states the amount of sale to be $675.00

John H. Hopkins, 3rd., Clerk

Certificate of Publication Annapolis, Md., January 14, 1941

We hereby certify, that the annexed Order Nisi - Sale - Geo. W. Smith #8105 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 13th day of January, 1941. The first insertion being made the 12th day of December, 1940

The Capital-Gazette Press, Inc.

By H. L. Strange.

Ordered by the Circuit Court this 14 day of January 1941, that the sale made and reported by Albert J. Goodman, assignee as aforesaid, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the assignee is allowed the commissions as provided in said mortgage and such other proper expenses as he shall produce vouchers for to the auditor.

Ridgely P. Melvin, A. J.

Certificate of Publication of Advertisement of Sale. Annapolis, Md., Jan. 14, 1941

We hereby certify, that the annexed Assignee's Sale - George W. Smith was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three weeks before the 10th day of December, 1940. The first insertion being made the 14th day of November, 1940.

The Capital-Gazette Press, Inc.

By H. L. Strange.

In The Matter of The Sale Of The Mortgaged Real Estate of George W. Smith and Sylvia Smith, his wife.

No. 8105 Equity.

In The Circuit Court For Anne Arundel County.

Petition to Substitute Purchaser and Order of Court Thereon --Filed Dec. 23rd.,1940

To The Honorable, The Judges of Said Court:

The Petition of N. Bryan Steward respectfully represents unto Your Honors:

First: That on December 10, 1940, he purchased certain property sold at public sale by Albert J. Goodman, assignee, in execution of the power of sale contained in the mortgage filed in the above-entitled cause, which said sale was duly reported to this Court on the same day, to wit, December 10, 1940.

Second: That the said N. Bryan Steward has sold said property to Elsie E. Marks, and he desires that she be substituted as the purchaser of the same.

Wherefore your petitioner prays that Elsie E. Marks may be substituted as said purchaser of the property herein described and that the assignee be authorized to execute a deed to her as said purchaser.

And as in duty bound, etc.

N. Bryan Steward,

Petitioner.

I Hereby Certify that I have purchased the above-described property from N. Bryan Steward, and I request that I be substituted as said purchaser.

Elsie E. Marks.

The Undersigned, Albert J. Goodman, assignee, hereby consents to the substitution of Elsie E. Marks as the purchaser of the above-described property.

Albert J. Goodman, Assignee.

ORDER OF COURT.

Upon the aforegoing petition, it is this 23 day of December, 1940, by the Circuit Court for Anne Arundel County, sitting in Equity, ordered that Elsie E. Marks be substituted as the purchaser of the property sold to N. Bryan Steward By Albert J. Goodman,assignee, under the power of sale contained in the mortgage filed in this cause.

And the said Albert J. Goodman, assignee, is hereby authorized to execute a deed to the said Elsie E. Marks as such purchaser.

Ridgely P. Melvin, A. J.

In the Matter of the Sale of the Mortgaged Real Estate of George W. Smith, and Sylvia Smith, his wife.

No. 8105 Equity.
In The Circuit Court For Anne Arundel County.

Auditor's Report and Account -- Filed February 8th., 1941.

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 George W. Smith and Sylvia Smith, his wife, in ac. with Albert J. Goodman, Assignee.

To Assignee for fee	$50.00	$
To Assignee for commissions	42.92	92.92
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	14.85	
Auditor	9.00	33.85
To Assignee for Expenses, viz:		
Capital-Gazette Press, Inc.-advertising order nisi on	29.25	
Capital-Gazette Press - report of sale order nisi on	5.00	
Capital-Gazette Press - auditor's acct.	5.00	
Clerk of Court - recording assignment	.75	
W. B. Elliott - auctioneer	10.00	
Glenns Falls Indemnity Co.- bond premium	10.00	
Grace E. Roth - notary fees	1.00	
One-half Federal revenue stamps	.55	
One-half State revenue stamps	.30	61.85

To Amounts brought forward	$	$188.62
To Assignee for Taxes, viz:		
1940 State and County taxes (21.39-adj)		20.17
To N. Bryan Stewart, mortgagee - this		
balance on account mortgage claim		469.56
		$678.35

Amount of mortgage claim filed	$545.58	
Cr. Amount allowed as above	469.56	
Balance subject to decree in personam	76.02	

Cr. Dec. 10, 1940	Proceeds of Sale	$675.00
	Interest on deferred payment	3.35
		$678.35

ORDER NISI.

Ordered, This 8th. day of February, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 12th. day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th., day of March next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md.,March 13, 1941

We hereby certify, that the annexed Notice - Order Nisi - Aud. Acct. - George W. Smith - No. 8105 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 12 th day of March, 1941. The first insertion being made the 13th day of February, 1941.

The Capital-Gazette Press,Inc.

By Ruth Gott

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 17th day of March, 1941, 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 Petition of : No. 8106 Equity.
Henry C. Schwaner, Jr., for the : In The Circuit Court For
Adoption of Jacques Antoine Mignini, : Anne Arundel County.
infant.

Petition For Adoption -- Filed

To The Honorable, The Judges of Said Court:

The Petition of Henry C. Schwaner, Jr., of Anne Arundel County and State of Maryland, respectfully represents unto Your Honors:

First: That your petitioner is a resident of the City of Annapolis, Maryland, residing at No. 201 Hanover Street in said city, and that he is an officer in the United States Navy, holding the rank of Lieutenant, Junior Grade, receiving therefor a salary of approximately $3,000.00 per year.

Second: That your petitioner was married to Anita E. Schwaner on February 24, 1940, at Philadelphia, Pennsylvania, with whom he is at present residing in said City of Annapolis.

Third: That your petitioner and the said Anita E. Schwaner have no children born unto them as a result of said marriage, but the said Anita E. Schwaner has one child, namely, Jacques Antoine Mignini, born unto her out of wedlock on July 8, 1931, at Toulon, France, which said child is now residing with your petitioner and his wife, the said Anita E. Schwaner.

Fourth: That your petitioner desires and is anxious and willing to adopt the said Jacques Antoine Mignini as his child so as to confer upon him all rights vouchsafed under the law in such cases. Your petitioner desires to retain said infant child under his roof and to care for and provide for him as his own son, to educate and train him in a manner conducive to his best interests.

Fifth: Your petitioner further prays this Honorable Court that the name of Jacques Antoine Mignini be changed to that of Jack Anthony Schwaner.

TO THE END, THEREFORE:

(1) That this Honorable Court may pass a decree declaring the said Jacques Antoine Mignini the adopted child of the said Henry G. Schwaner, Jr.

(2) That the name of Jacques Antoine Mignini be changed from Jacques Antoine Mignini to Jack Anthony Schwaner.

(3) That your petitioner may have such other and further relief as his care may require.

MAY IT PLEASE Your Honors to take such action and pass such order as may effectuate the wish and intention of your petitioner and promote the best interest and welfare of said minor.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
Solicitor for Petitioner.

Henry C. Schwaner, Jr.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 8th day of November, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Henry C. Schwaner, Jr., and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein set forth.

As Witness my hand and Notarial seal.

(Notarial Seal) Grace E. Roth

Notary Public.

I, Anita E. Schwaner, mother of Jacques Antoine Mignini, do hereby assent to the application of Henry C. Schwaner, Jr., to have the said Jacques Antoine Mignini declared the adopted child of Henry C. Schwaner, Jr., and to have his name changed to Jack Anthony Schwaner.

Anita E. Schwaner.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 11th day of November, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Anita E. Schwaner and made oath in due form of law that the matters and facts set forth above are true to the best of her knowledge and belief and that she freely assents to the adoption of her infant child by Henry C. Schwaner, Jr., and to the change of his name to that of Jack Anthony Schwaner.

As Witness my hand and Notarial seal.

(Notarial Seal) Grace E. Roth

Notary Public

Annapolis, Maryland, Nov. 8, 1940

I Hereby Certify that I have known Lieutenant (j.g.) Henry C. Schwaner, Jr., for approximately eight months; and I have examined his record of service in the United States Navy for a period of five years, and that I can conscientiously certify him to be an honest, sober, industrious and reliable man.

I believe him to be a proper person to have the care and custody of the infant child named herein, and I believe he will make a kind, devoted and loving father.

Chas. D. Goodring
Lieutenant-Commander, U.S. Navy,

Commanding, U.S.S. NOA.

Decree Nov. 12, 1940 -- Filed Nov. 12" 1940

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

The Court, being satisfied upon careful investigation that the best interest and welfare of the said infant, Jacques Antoine Mignini, will have to be promoted.

It Is thereupon this 12 day of November, 1940, by the Circuit Court for Anne Arundel County in equity adjudged, ordered and decreed that the infant, Jacques Antoine Mignini, mentioned in these proceedings be and he is hereby decreed to be the legally adopted child of Henry C. Schwaner, Jr., with all the rights vouchsafed under the laws of the State of Maryland.

And it is further adjudged, ordered and decreed that the name of the said infant, Jacques Antoine Mignini, be and it is hereby changed from Jacques Antoine Mignini to Jack Anthony Schwaner.

It Is further ordered that the said petitioner pay the costs of these proceedings, to be taxed by the Clerk.

Ridgely P. Melvin, A.J.

May D. Watts

VS.

John Eden Bell, Infant, William A. Pumphrey and Mazie O. Pumphrey, his wife,

No. 8107 Equity.

In The Circuit Court For Anne Arundel County.

Mr. Clerk:

Please docket this suit, file exhibits and issue for the defendants.

Marvin I. Anderson,

Solicitor for Complainant.

Bill of Complaint and Exhibits "A" - "B" - "C" --Filed Nov. 12. 1940.

To The Honorable, The Judges of Said Court:

The Bill of Complaint of May D. Watts complaining, shows unto your Honors:

1. That she is the owner of a one-half interest in a lot of ground having a frontage of 85.46 feet on the County Road near Odenton Station and a depth of approximately 192.17 feet, said lot having been conveyed to your oratrix and her husband, John A. Watts, with other property by George E.Rullman, Trustee, by Deed dated August 24, 1936 and recorded among the Land Records in Anne Arundel County in Liber F. A. M. 154, Folio 296. The original of said Deed is filed herewith, marked "Complainant's Exhibit A" and prayed to be taken as a part of hereof, That the other one-half interest in said lot is owned by John Eden Bell, infant; the defendant herein. The said infant having acquired title thereto by virtue of the Last Will and Testament of Eden B. Watts, said will being recorded among the Will Records of Anne Arundel County in Liber G. T. C. No. 1, Folio 85, a certified copy of which is filed herewith marked "Complainant's Exhibit B" and is prayed to be taken as a part hereof.

2. That the real estate aforesaid is improved by a concrete block building used many years ago as a bank building.

3. That the said real estate cannot be divided in kind between the parties in interest without loss or injury, and a sale thereof is necessary to the best interests and advantage of the parties to this case.

4. That your oratrix and John A. Bell, acting as a father and next friend of John Eden Bell, who is now 10 years of age have entered into an agreement whereby they agreed to convey to the Defendants, William A. Pumphrey and Mazie O. Pumphrey, his wife, the said lot of ground heretofore referred to and which is fully described by metes and bounds, courses and distances, in the Contract of Sale which is filed herewith, marked "Complainant's Exhibit C" and is prayed to be taken as a part hereof, at and for the sum of Seven hundred fifty Dollars, which your Oratrix is advised and therefore avers, is a fair and reasonable price and that it would be for the best interest and advantage both of the said infant defendant and of your Oratrix, that said contract be ratified and confirmed.

To the End Therefore,

(1) That a decree may be passed for the sale of the real estate contracted to be sold.

(2) That the contract of sale be ratified and confirmed by this Court and a Trustee be appointed for the purpose of conveying the same and transferring the interest of the parties in interest to the Vendee's

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

May it please your Honors to grant unto the Oratrix, the Writ of Subpoena, directed to John Eden Bell, infant, residing at Lanham, Prince George's County, Maryland, and William A. Pumphrey and Mazie O. Pumphrey, his wife, residing at Odenton, Anne Arundel County, Maryland, commanding and directing each of them, on some certain day to be named therein to appear in this Court to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Marvin I. Anderson — May D. Watts.

Solicitor for Complainant

May D. Watts
VS.
John Eden Bell, Infant
William A. Pumphrey and
Mazie O. Pumphrey, His Wife

No. 8107 Equity.

In The Circuit Court For

Anne Arundel County.

Complainant's Exhibit "A" -- Filed Nov. 19, 1940

This Deed, made this 24th day of August, in the year Nineteen Hundred and Thirty-six (1936), by and between George E. Rullman, Trustee, party of the first part, and John A. Watts and May D. Watts, his wife, parties of the second part, all of Anne Arundel County, State of Maryland, Witnesseth:-

That for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable considerations, paid by the parties of the second part, the receipt whereof is hereby acknowledged, the said party of the first part has bargained and sold and by these presents doth grant and convey unto the said John A. Watts and May D. Watts, his wife, in fee simple, as tenants by the entirety,

All those four tracts of land situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland; and being the identical property which was conveyed to the said George E. Rullman, Trustee, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

To Have And To Hold the above described property to and unto the proper use and benefit of the said John A. Watts and May D. Watts, his wife, their heirs and assigns, forever, in fee simple, as tenants by the entirety; being the same property which by deed of even date herewith was conveyed by the said John A. Watts and May D. Watts, his wife, to George E. Rullman, "IN SPECIAL TRUST AND CONFIDENCE, that the said George E. Rullman, Trustee as aforesaid, would immediately reconvey the same unto and to the said John A. Watts and May D. Watts, his wife, as tenants by the entirety.

Witness the hand and seal of the said Trustee.

Granville Lee Meredith — George E. Rullman (Seal)

Trustee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 24th day of August, in the year 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County personally appeared George E. Rullman, Trustee, and acknowledged the foregoing instrument of writing to

be his act and Deed.

Witness my hand and Notarial Seal.

(Notarial Seal) Granville Lee Meredith

Notary Public.

Complainant's Exhibit "B" Certified Copy Last Will and Testament of Eden B. Watts, Deceased -- Filed Nov. 12, 1940

I, Eden B. Watts, of Anne Arundel County and the State of Maryland, being of sound mind, memory and understanding, do make, puplish and declare this my last will and Testament, in the manner following:

First, I give, divise and bequeath to Jennie Fisher all of my personal property of every kind, including cash in bank or in the house, and absolutely, also my dwelling where I now reside and lot surrounding the same fronting one hundred and sixty feet on the public road, with a depth of one hundred and fifty feet; also my one-half interest in the lot known as the old store lot, to be held by her during her natural life.

Second: I give and divise the old store lot, subject to the life estate of Jennie Fisher, to John Eden Bell, Grandson of my nephew Guy Bell.

Third: I give and divise all the remainder of my real estate to my nephew, Jacob Guy Bell.

I hereby appoint my nephew, Jacob Guy Bell, and Bruner R. Anderson to be the executors of this my last will and testament.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal this 27th day of May 1930.

Eden B. Watts (Seal)

Signed, sealed, published and declared by the above named Testator as and for his last will and testament, in the presence of us, who at his request, in his presence and in the presence of each other, have subscribed our names as witnesses.

Bruner R. Anderson

James H. Croggan

Anne Arundel County, Ss:

On the 4th day of August, 1931, came Bruner R. Anderson and made Oath in due form of law, that he does not know of any Will or Codicil of Eden B. Watts late of said County, deceased, other than the above instrument of writing, and that he received the same from the testator at time of execution.

Testator diparted this life on or about the 23rd day of July, 1931.

Sworn to in open Court- Test: Geo. T. Cromwell

Register of Wills for Anne

Arundel County.

Anne Arundel County, Ss:

On the 4th day of August, 1931 came B. R. Anderson and James H. Croggan subscribing witnesses to the aforegoing last Will and Testament of Eden B. Watts 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; that they subscribed their name

as witnesses to this Will in his presence, at his request, and in the presence of each other.

Sworn in Open Court- Test: Geo. T. Cromwell

Register of Wills for Anne Arundel County.

In the Orphan's Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Eden B. Watts, late of said County, deceased, and also the evidence adduced as to its Validity, orders and decree this 4th day of August, 1931, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Eden B. Watts, deceased.

Maynard Carr

Judges ----- 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 Eden B. Watts late of said County deceased together with proof and probate thereof taken from the original, which is 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 12th day of November in the year of our Lord, nineteen hundred and forty.

(Court Seal) R. Glenn Prout

Register of Wills for Anne Arundel County.

May D. Watts

VS. No. 8107 Equity.

John Eden Bell, Infant William A. In The Circuit Court For

Pumphrey and Mazie O. Pumphrey Anne Arundel County.

Complainant's Exhibit "C" --Filed Nov. 12, 1940.

CONTRACT OF SALE

This Agreement, made this 7th day of November, Nineteen hundred and forty, between May D. Watts and John A. Bell, as father and next friend of John Eden Bell of the first part, and William A. Pumphrey and Mazie O. Pumphrey, his wife, of the second part.

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said part of the second part, and the latter does hereby purchase from the former the following described property situated and lying in the Fourth Election District of Anne Arundel County and described as follows:

Beginning: for the same at a crosscut in a concrete headwall, said crosscut being formed by the intersection of the center line of the Old County Road leading from Odenton to Gambrills with the west side of the right-of-way of the Philadelphia, Baltimore and Washington Railroad, said point of beginning being also distant South 21 degrees 29 minutes East 30.31 feet from the Southwest corner of the concrete block building erected on the lot now being described and running with the center line of the said Old County Road North 65 degrees 21 minutes West 85.46 feet to a spike thereset; thence leaving said County Road and running to and along the East side of a stone wall, North 28 degrees .00 minutes East 192.17 feet to an

iron pipe set on the North side of the right-of-way of the old abandoned Washington, Balto. and Annapolis Railroad, thence running with said side of last mentioned right of way South 67 degrees 12 minutes East 99.10 feet to an iron pipe set on the hereinbefore mentioned side of the right-of-way of the Philadelphia, Baltimore and Washington Railroad; thence running with said last mentioned side of right-of-way South 31 degrees 52 minutes West 196.63 feet to the point of beginning.

At and for the price of Seven hundred fifty Dollars of which Fifty ($50) Dollars having been paid prior to the signing hereof and the balance to be paid as follows:

Cash upon ratification of the sale of the Circuit Court for Anne Arundel County.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes to be adjusted to day of transfer.

Mattie U. Beach — May D. Watts (Seal)

Test:

J. Guy Bell — John A. Bell, father and next friend of John Eden Bell (Seal)

Michael Shai — William A. Pumphrey (Seal)

Charles Eckman — Mazie O. Pumphrey (Seal)

May D. Watts — No. 8107 Equity.

VS. — In The Circuit Court

John Eden Bell, infant William A. Pumphrey and Mazie O. Pumphrey, his wife. — For Anne Arundel County.

Answer of William A. Pumphrey and Mazie O. Pumphrey, his wife--Filed Nov. 12, 1940

To The Honorable, The Judges of Said Court:

The Answer of William A. Pumphrey and Mazie O. Pumphrey, his wife, to the Bill of Complaint of May D. Watts against them in this cause exhibited, respectfully shows:

That they admit all of the allegations and averments of the said Bill of Complaint and consent to the granting of the prayers of said Bill.

And as in duty bound, etc.

William A. Pumphrey

Mazie O. Pumphrey

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 9th day of November, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William A. Pumphrey and Mazie O. Pumphrey, his wife, and each made oath in due form of law that the matters and things in the aforegoing Answer are true as therein set forth.

As Witness my hand and seal Notarial.

(Notarial Seal) Helen L. Watts

Notary Public.

Petition For Appointment of Guardian Ad Litem and Order of Court Thereon.

Filed Dec. 30th., 1940.

To The Honorable, The Judges of Said Court:

The Petition of May D. Watts, Plaintiff in the above cause, respectfully shows:

That the said infant has been duly summoned, but being an infant cannot answer and defend this suit for himself.

Your Petitioner, therefore, prays your Honors to appoint a Guardian ad Litem to appear and answer for said infant defendant.

Marvin I. Anderson

Solicitor for Petitioner.

Ordered this 30th day of December, 1940, by the Circuit Court for Anne Arundel County, in Equity, upon the aforegoing Petition, that Lucille H. Musterman, be and she is hereby appointed Guardian ad Litem to appear and answer for John Eden Bell, infant defendant in the above cause.

Ridgely P. Melvin, A.J.

Answer of Infant Defendant by Guardian Ad Litem -- Filed January 2" 1941

The Answer of John Eden Bell, infant, by Lucille H. Musterman, Guardian ad Litem, duly appointed by Order of this Court, to the Bill of Complaint of May D. Watts, against him in this cause exhibited, respectfully shows:

This Defendant being an infant, cannot admit any of the matters and things in said Bill alleged, and submits his rights thereunder to the protection of the Court.

Lucille H. Musterman

Guardian ad Litem.

May D. Watts, — No. 8107 Equity.

vs. — In The Circuit Court For

John Eden Bell. — Anne Arundel County.

Testimony and three exhibits on behalf of Plaintiff and Defendant, Jany. 7th., 1941

Filed January 9" 1941.

Present:

Mr. Marvin I. Anderson, Solicitor for Plaintiff.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

Witnesses:

May D. Watts, ---------- 2 to 3

Holland P. Watts, ---------- 4 to 5

Charles C. O'Neal, ---------- 6

William A. Pumphrey, ---------- 7

May D. Watts, the Plaintiff, being first duly sworn, deposes and says:-

(Anderson) 1 .State your name and residence?

A. May D. Watts, Odenton, Anne Arundel County, Md.

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

3, Do you own a one-half interest in a lot of ground located on the County Road in the 4th Election District of Anne Arundel County, near Odenton Station? A. I do.

4. Who conveyed that property to you?

A. It was conveyed to May D. Watts and John A. Watts, as tenants by the entirety, by George E.

Rullman, Trustee, by deed dated August 24th, 1936 recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 154 Folio 296.

5. Is this the deed to which you have reference, being filed with the Bill of Complaint as Exhibit A?

A. Yes it is.

-------- Offered in evidence and filed as Examiner's Exh. 1.

6. Is John A. Watts living or dead?

A. He is deceased.

7. When did he die?

A. May 20th., 1940

8. Who owns the other one-half undivided interest in this lot?

A. John Eden Bell.

9. From whom did he acquire title?

A. From Eden B. Watts under his last will and testament, filed with the Bill herein as Exhibit B; subject to the life estate of Jennie Fisher.

------- Last will and testament of Eden B. Watts offered in evidence as Examiner's Exhibit No. 2

10. Did you know Jennie Fisher? A. I did.

11. Is she living or dead?

A. She is dead, she died about ten years ago, in June, 1931 I think it was.

12. How old is John Eden Bell?

A. Ten or eleven years old.

13. What improvements are located on this lot?

A. A one story concrete block building 18 X 20 approximately, formerly used as a store, and at one time a bank building.

14. In your opinion can this lot and building be divided in kind between you and John E. Bell without loss or damage to you or either of you?

A. I don't see how it could because of the size of the lot and the building on it, it would be impossible.

15. Have you entered into a Contract for the sale of this property?

A. Yes I have.

16. Who have you agreed to sell the property to?

A. Mr. William A. Pumphrey and wife.

17. What is to be the purchase price of the property?

A. $750.00.

18. In your opinion is that price fair and reasonable market value of the property?

A. I think so.

19. In your opinion, would it be for the best interest of the infant John E. Bell to sell the property at that price?

A. I should think so.

20. Is this paper I show you the Contract you have signed to sell it?

A. Yes.

Contract offered as Examiner's Exh. No. 3, and filed.

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

A. No.

May D. Watts

Holland P. Watts, a witness of lawful age, being first duly sworn, deposes and says:-

(Anderson)

1. State your name and residence?

A. Holland P. Watts, I live at Odenton.

2. How long have you lived at Odenton?

A. All my life, 54 years.

3. Have you had any experience with values of real estate at Odenton, or in and around Odenton?

A. Yes, have bought and sold real estate there.

4. I believe you were an Assessor at one time?

A. Yes, I was Assessor for property in the 4th District (Odenton) and was County Commissioner, from that District, and also Postmaster, and now employed in the Land Office of the State of Maryland, and have lived within a quarter of a mile of this property involved in this case all my life.

5. Are you familiar with the property involved herein? A. Yes.

6. Will you state what it consists of?

A. It consists of a lot of ground fronting on the County Road near Odenton station, having a frontage of 85.46 feet on the County Road and a depth of approximately 192.17 feet, improved by a one story one room concrete block building formerly used as a store.

7. Who is the property owned by at this time?

A. Mrs. May D. Watts and John Eden Bell an infant.

8. In your opinion, is the property susceptible of a division in kind between the owners without material loss and injury to them or either of them?

A. I would not think so.

9. What do you believe would be the best thing to do for the interest of the parties owning it?

A. I believe to sell it in its entirety and divide the money.

10. What, in your opinion, is a fair market value of the property involved?

A. I would say $700 or $750.

11. Would you say that a sale or Contract of Sale at the price of $750 would be to the best interest of the parties, particularly the infant who owns the one-half undivided interest?

A. Yes.

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

Holland P. Watts.

Charles C. O'Neal, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name and residence?

A. Charles C. O'Neal, Severn, Md.

2. Do you know the property mentioned here in this case? A. Yes.

3. How long have you known it? A. 40 years.

4. In your opinion, what is the fair market value of the property?

A. $700 or $750.

5. Knowing the property as you do, its size and improvements, in your opinion, could the

property be divided in kind between the two parties who own it, Mrs. May D. Watts, and John Eden Bell (infant) without loss or injury to them, or either of them?

A. I don't think it could.

6. In your opinion, what is the best thing to do with the property?

A. To sell it in its entirety and divide the money.

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

A. No sir.

Charles C. O'Neal

William A. Pumphrey, a witness of lawful age, being first duly sworn deposes and says:-

(Anderson) I. State your name please?

A. William A. Pumphrey, Odenton, Md.

2. You and your wife have entered into a Contract to purchase the property involved in this proceeding for $750, is that correct?

A. Yes.

3. Are you ready, willing and able to consummate the transaction?

A. Yes, whenever the Court approves of the sale.

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

A. No sir.

William A. Pumphrey.

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

Witness my hand and seal this 9th day of January, 1941.

Jno. S. Strahorn, (Seal)
Examiner.

Submission For Decree -- Filed Jany. 9th., 1941.

To The Honorable, The Judges of Said Court:

The undersigned, representing all the parties to this cause, hereby consent to the immediate consideration of this case by the Court upon Bill, Answers, Testimony and Exhibits filed, and to the immediate passage of such decree as to the Court may seem appropriate in said case.

Marvin I. Anderson
Solicitor for Complainant
Lucille H. Musterman
Guardian ad litem for
John Eden Bell, infant
William A. Pumphrey
Mazie O. Pumphrey

May D. Watts
vs.
John Eden Bell, infant, et al.

No. 8107 Equity.
In The Circuit Court For
Anne Arundel County.

Bond --Filed and Approved January 21st., 1941.

Know All Men By These Presents, That we, Marvin I. Anderson, Trustee, as Principal, and William A. Pumphrey and Mazie O. Pumphrey, his wife, as Sureties, are held and firmly bound unto the State of Maryland in the full and just sum of One thousand ($1000.00) dollars, to be paid to the State of Maryland aforesaid; to the payment whereof, well and truly to be made, we hereby bind ourselves, our and each of our heirs, personal representatives and assigns, jointly and severally, firmly by these presents.

Sealed with out seals and dated this 21st day of January, in the year Nineteen hundred forty-one.

Whereas, the above bounden, Marvin I. Anderson, by virtue of a Decree of the Circuit Court for Anne Arundel County, has been appointed Trustee in the case of May D. Watts vs. John Eden Bell, infant, et al, No. 8107 Equity, now pending in said Court, to convey the real estate mentioned in said proceedings to William A. Pumphrey and Mazie O. Pumphrey, his wife.

Now, Therefore, The Condition Of The Above Obligation is such that if the above bounden, Marvin I. Anderson, Trustee, does and shall well and faithfully perform the trust reposed in him by said Decree, or that may be reposed in him by any future Decree or Order in the premises, then this obligation to be void, otherwise to remain in full force and virtue in law.

Witness:

Elizabeth B. Basil

Witness:

Michael Shai

Marvin I. Anderson (Seal)
Trustee

William A. Pumphrey (Seal)

Mazie O. Pumphrey (Seal)

Jan. 21, 1941 Approved:

Ridgely P. Melvin, Judge.

May D. Watts

vs.

John Eden Bell, infant, ET AL

No. 8107 Equity.

In The Circuit Court For

Anne Arundel County

Decree -- Filed Jany. 17" 1941.

This cause standing ready for hearing and having been submitted on Bill, Answer and Testimony and all the proceedings having been read and considered, and there being filed in this case an agreement on behalf of all parties in interest for the immediate passage of a decree and it appearing to the Court that the Petition or Bill filed herein is that of May D. Watts against John Eden Bell, infant, et al, and that the infant defendant has been duly summoned and has appeared in these proceedings and has answered by his Guardian Ad Litem duly appointed by the Court; and it further appearing to the Court by the testimony from discreet and responsible witnesses taken before the Examiner of this Court, who state in their depositions the value and quantity of the property and the facts and circumstances, that it would be for the benefit and advantage of said infant defendant that a decree for the sale of the land and property described in these proceedings and set forth in the Bill of Complaint should be passed; and it further appearing to the Court for the benefit and advantage of the infant defendant herein that the property aforesaid be sold for the price and on the terms and conditions set out in the Agreement of Sale and Purchase between May D. Watts,et al,

and William A. Pumphrey and Mazie O. Pumphrey, his wife, filed with the Bill in this case and marked "Complainant's Exhibit C", and that the said property would not be susceptible of division in kind now or hereafter among those in title.

Now, Therefore, It Is Adjudged, Ordered And Decreed this 17th day of January, 1941, by the Circuit Court for Anne Arundel County, in Equity, that the property and land mentioned and described in these proceedings, and described in said Agreement of Sale and Purchase, and in the Bill of Complaint set forth, be sold accordingly; and it is hereby further Adjudged, Ordered And Decreed that the aforesaid Agreement of Sale and Purchase dated November 7th, 1940, made by and between May D. Watts, et al, and William A.Pumphrey and Mazie O. Pumphrey, his wife, be and the same is hereby ratified, confirmed and approved; and that Marvin I. Anderson be and he is hereby appointed Trustee for the purpose of conveying the property aforesaid to the said purchasers, William A. Pumphrey and Mazie O. Pumphrey, his wife, and the said Marvin I. Anderson, upon payment of the whole purchase money mentioned in said Agreement, but not before, as Trustee aforesaid, shall, by a good and sufficient deed, to be executed and acknowledged by him, as said Trustee, convey to the said William A. Pumphrey and Mazie O. Pumphrey, his wife, as tenants by the entireties, their heirs and assigns, the aforesaid property and land, free,clear and discharged from all claims of the parties hereto, both plaintiff and defendants, and those claiming by, through, from or under them or any of them, in accordance with the terms and conditions of said Agreement of Sale and Purchase; and after receiving the same the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court after deducting therefrom the Court cost of these proceedings and such commissions as may be allowed the said Trustee by this Court in consideration of the performance of his duties as such Trustee; and the said Marvin I. Anderson, Trustee aforesaid, is hereby required to file in this Court a Bond with surety in the penalty of One Thousand ($1000.00) Dollars, to be approved by the Court or the Clerk thereof.

Ridgely P. Melvin, A.J.

May D. Watts

vs.

John Eden Bell, infant, et al

No. 8107 Equity.

In The Circuit Court For

Anne Arundel County.

Report of Trustee -- Filed January 23" 1941.

To the Honorable, the Judges of said Court:

The Report of Marvin I. Anderson, Trustee, duly appointed by the Decree of this Court dated January 17, 1941, in these proceedings, to convey the property mentioned in these proceedings to William A. Pumphrey and Mazie O. Pumphrey, his wife, the purchasers, respectfully shows:

I. That in compliance with the Decree of this Court in these proceedings, dated January 17, 1941, appointing him Trustee to convey the property as above mentioned, the said Marvin I. Anderson, Trustee, duly filed his Bond in the penalty of One thousand ($1000.00) dollars, conditioned for the faithful performance of the duties imposed upon him as such Trustee, in these proceedings.

2. That on the 22nd day of January, 1941, the said Marvin I. Anderson, Trustee, duly executed and acknowledged and delivered to William A. Pumphrey and Mazie O. Pumphrey, his

wife, a deed conveying to them, the purchasers, the property mentioned in these proceedings, and described in the Agreement of Sale and Purchase filed in these proceedings, and to their heirs and assigns, free and clear and discharged from all claims of the parties hereto, both plaintiff and defendants, and those claiming by, through, from or under them or any of them in accordance with the terms of said Agreement of Sale and Purchase, as directed by this Court's Decree, the said Marvin I. Anderson, Trustee, first having received the whole purchase money, to wit, Seven hundred fifty ($750.00) dollars.

3. That the said Marvin I. Anderson, Trustee, in compliance with the Decree of this Court aforesaid, now brings into this Court the money arising from said sale, to wit, the sum of Seven hundred fifty ($750.00) dollars to be distributed among the parties entitled thereto, as set forth in these proceedings, after deducting therefrom the costs of these proceedings, expenses and such commissions as may be allowed the said Trustee by this Court in consideration of the performance of his duties as such Trustee.

Wherefore, the said Marvin I. Anderson, Trustee, prays the Court to refer the papers in these proceedings to the Auditor of this Court to state an account herein so that the said Trustee may pay out and distribute the said purchase money in his hands under the direction of this Court.

And as in duty bound, etc.

Marvin I. Anderson,
Solicitor and Trustee.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 23rd day of January, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, Trustee, and made oath in due form of law that the matters and things stated in the aforegoing report are true as therein stated.

As witness my hand and seal Notarial.

(Notarial Seal) Lucille H. Musterman
Notary Public.

May D. Watts
vs.
John Eden Bell, Infant, et al.

No. 8107 Equity.
In The Circuit Court For
Anne Arundel County.

Auditor's Report and Account -- Filed February 7th 1941.

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. May D. Watts vs. John Eden Bell, Infant, et al in ac. with Marvin I. Anderson, Trustee

To Trustee for Commissions	$46.50	$
To Trustee for Fee (Order of 2/4/41)	25.00	71.50
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	17.25	

To Amounts brought forward	$27.25	$ 71.50
R. C. Turner, Sheriff - costs	.75	
Auditor	9.00	37.00
To Trustee for Expenses, viz:		
Capital-Gazette Press - Order nisi on auditor's acct.	5.00	
L. H. Musterman - Guardian ad Litem	4.00	
John S. Strahorn - examiner	8.00	
Juliet D. Strahorn - stenographer	4.00	
L. H. Musterman - notary fee	.50	
Register of Wills - certified copy Will	1.00	
One-half Federal revenue stamps	.55	
One-half State revenue stamps	.35	23.40
To Trustee for Taxes, viz:		
1940 State and County taxes ($20.53-adj)		1.26
Balance of $616.84 in hands of Trustee distributed as follows:		
To May D. Watts - one-half	308.42	
To John Eden Bell - one-half	308.42	616.84
		$750.00
Cr. Nov. 7, 1940 Proceeds of Sale		$750.00

ORDER NISI

Ordered, This 7th., day of February, 1941, 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 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 10th., day of March next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., March 11, 1941

We hereby certify, that the annexed Order Nisi - Aud. Acct. - May D. Watts vs. John Eden Bell et al No. 8107 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 10th day of March, 1941. The first insertion being made the 13th day of February, 1941.

The Capital-Gazette Press, Inc.

By Ruth Gott.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 12 day of March, 1941, 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.

May D. Watts

vs.

John Eden Bell, Infant, et al.

No. 8107 Equity.

In The Circuit Court For

Anne Arundel County.

Petition Authorizing withdrawal of Original Paper and Substitution of Copy.

Filed March 13th., 1941.

To The Honorable, The Judges of Said Court:

The Petition of May D. Watts, respectfully shows:

1. That it was necessary for her to file in the above entitled case, an original deed from George E. Rullman, Trustee, to your Petitioner, et al, said deed dated August 24, 1936, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 154, folio 296.

That your Petitioner desires to withdraw said original deed and substitute in place thereof, a copy of said deed.

Wherefore, your Petitioner prays the Court to pass an Order authorizing the substitution as aforesaid.

Marvin I. Anderson,

Solicitor for Petitioner.

Ordered by the Circuit Court for Anne Arundel County this 14th day of March, 1941, that Marvin I. Anderson, be and he is hereby authorized to withdraw the aforementioned deed, upon substitution of a copy.

Ridgely P. Melvin, A. J.

In The Matter of the Petition	:	NO. 8157 Equity.
of	:	In The Circuit Court For
Sigmunt Szymanski, et al	:	Anne Arundel County.

Petition and Decree -- Filed March 20" 1941.

PETITION

To The Honorable, The Judge of Said Court:

The Petition of Sigmunt Szymanski (also known as William Szymanski) and Marie Szymanski, his wife, Leonard J. Szymanski, S. Francis Szymanski and Carroll R. Szymanski, infants, by Sigmunt Szymanski, their father and next best friend, respectfully shows as follows:

(1). That your Petitioners are all citizens of the United States, residing on the Telegraph Road, Severn, Anne Arundel County, Maryland.

(2). That this Petition is filed on behalf of Sigmunt Szymanski (also known as William Szymanski) and Marie Szymanski, his wife, and also on behalf of their infant children, Leonard J. Szymanski aged 15, S. Francis Szymanski aged 12 and Carroll R. Szymanski aged 10.

(3) That your Petitioners desire that their names be changed as follows:

a. From Sigmunt Szymanski (also known as William Szymanski to S. William Simmons.

b. From Marie Szymanski to Marie Simmons.

c. From Leonard J. Szymanski to Leonard J. Simmons.

d. From S. Francis Szymanski to S. Francis Simmons.

e. From Carroll R. Szymanski to Carroll R. Simmons.

Ef (4). That the reason for the change requested is that the names which your Petitioners wish are more euphonious than the names which they now bear, and that your Petitioners are known under the name of Simmons in the community in which they have resided for many years.

Your Petitioners therefore pray that their names may be changed as above set forth.

And as in duty bound, etc.

Sigmunt Szymanski,also known as
William Szymanski
Marie Szymanski
Leonard J. Szymanski
By: Sigmunt Szymanski
His father and next best friend
S. Francis Szymanski
By: Sigmunt Szymanski
His father and next best friend
Carroll R. Szymanski
By: Sigmunt Szymanski
Her father and next best friend

J. Oliver Clark,
Solicitor for Petitioner.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 10 day of March, 1941, before me, the subscriber, a

Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Sigmunt Szymanski (also known as William Szymanski) and Marie Szymanski, his wife, and they did make oath in due form of law that the matters and facts set forth in the aforegoing Petition are true.

Witness my hand and Notarial Seal,

(Notarial Seal) Willis Ray,
Notary Public,

DECREE.

The Petition and Affidavit in the above entitled matter having been fully read and considered by the Circuit Court, and there appearing no cause why said Petition should not be granted, it is this 21 day of March, 1941, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed that the names of Sigmunt Szymanski (also known as William Szymanski), Marie Szymanski, his wife, Leonard J. Szymanski, S.Francis Szymanski and Carroll R. Szymanski, infants, be and are hereby changed to S. William Simmons, Marie Simmons, Leonard J. Simmons, S. Francis Simmons and Carroll R. Simmons, as prayed in said Petition, and that the Petitioners pay the cost of these proceedings to be taxed by the Clerk.

Ridgely P. Melvin, Judge.

Kass Realty Company, Inc. : No. 8158 Equity.
VS. : In The Circuit Court For
Elizabeth M. Williams : Anne Arundel County.

Certified Copies from Circuit Court for Montgomery County --Filed March 22" 1941

In The Circuit Court For Montgomery County, Maryland.

Bill of Complaint -- Filed April 17, 1940

Kass Realty Company, Inc.
(A Delaware corporation)
Plaintiff

Equity No. 9420

vs.

No. 8158 Equity

vs.

Elizabeth M. Williams
Defendant

No. 8158 Equity
In The Circuit Court For
Anne Arundel County.

Bill of Complaint

To The Honorable Judges of Said Court:

Your Orator complaining says:

1. That the plaintiff is a corporation duly organized under the laws of the State of Delaware.

2. That the defendant is a resident of the District of Columbia.

3. That the defendant is the mother and sole surviving heir at law of George B. Williams, who died intestate on or about the 3rd day of February, in the year One thousand nine hundred forty. That the said George B. Williams was unmarried at the time of his death.

4. That the plaintiff purchased several parcels of ground in Montgomery County, Maryland, during the lifetime of George B. Williams and had the title to said property conveyed to the

said George B. Williams. That the full consideration for said property was paid for by your Orator and that the said George B. Williams had no financial interest in said property but was merely the record holder of same for the benefit of your Orator.

5. That the property referred to in the preceding paragraph is set forth in detail in the deed from Mary E. Patten et al to George B. Williams, dated 31st day of January 1935, and recorded in Liber 584, Folio 274, one of the Land Records of Montgomery County, Maryland. The said deed being filed herewith and marked "Plaintiff's Exhibit No. 1."

6. That part of the property described in the aforesaid deed was subdivided into lots and blocks by your Orator and subsequently sold by your Orator during the lifetime of George B. Williams and conveyed to the respective purchasers by the said George B.Williams at the request of your Orator, said property being described as follows:-

Outlot "A" Lots numbered One (1) to Six (6) and Lots numbered Nine (9) to Eighteen (18) in Section One, Meadowbrook Village as per Plat recorded in Plat Book 7, folio 568, one of the Land Records of Montgomery County, Maryland, and part of Lot numbered Eight (8) described as follows:-

Beginning for the same at a point on the dividing line between said subdivision of Meadowbrook Village and Imirie's subdivision of Bethesda, said point being South 9° 50' 02" East (South 10° 45' 20" East as shown on recorded plat of Meadowbrook Village), 19 feet from an iron pipe heretofore driven on the Southerly line of Montgomery Avenue on said dividing line, thence with the aforesaid dividing line South 9° 50' 02" East a distance of 99.75 feet to an iron pipe heretofore driven at the intersection of the aforesaid dividing line with the Northerly line of the property of the Southern Branch of the Baltimore & Ohio Railroad, thence with the said Northerly line of the property of the Southern Branch of the Baltimore & Ohio Railroad with a curve to the left whose radius is 1231.03 feet for an arc distance of 25.61 feet chord bearing and length North 76° 10' 42" East 25.61 feet thence 24° 30' 04" West a distance of 92.33 feet to the point of beginning, containing 1166.1 square feet reported by R. W. Berry, Surveyor;

Lots numbered four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Thirty (30), Thirty-one (31), and Thirty-three (33) in Section Two, Meadowbrook Village as per plat recorded in Plat Book 9, Folio 691, one of the Land Records of of Montgomery County, Maryland.

Lots numbered Six (6), Seven (7), Eight (8), and Nine (9) in Block numbered Seven (7) in Section Three, Meadowbrook Village as per plat recorded in Plat Book 18, Folio 1142, one of the Land Records of Montgomery County, Maryland.

7. That the plaintiff also purchased at a foreclosure sale Lot 4 in Block 4 in Jordan and Smith's Addition to Silver Spring as per plat recorded in Plat Book 4, Folio 301, one of the Land Records of Montgomery County, Maryland, and paid the full consideration for said property. That the above described property at the request of your Orator was conveyed to George B. Williams for the benefit of your Orator by deed dated December 19, 1938, and recorded in Liber 723, folio 10, one of the Land Records of said County, the grantors in said deed being N. C. Humphrey and C. W. Donaldson, Trustees, the original deed being filed herewith and marked "Plaintiff's Exhibit No. 2."

8. That your Orator also purchased Lots 32 to 39, both inclusive in Block 19 in the subdivision known as B. F. Gilbert's Addition to Takoma Park as per plat recorded in Plat Book A, Folio 2, one of the Land Records of Montgomery County, Maryland and paid the full purchase price for same. That at the request of your Orator the title of said property was conveyed to George B. Williams to be held for the benefit of your Orator, the said deed being from George R. Lincolns et al and dated the 7th day of August, 1937, and recorded in Liber 682, folio 219, one of the Land Records of Montgomery County, Maryland, the said deed being filed herewith and marked "Plaintiff's Exhibit No. 3"

9. That your Orator also purchased Lot 12 in a resubdivision in Block 1 in Block 4 in the subdivision known as Section 2 Bradley Hills, as per plat of resubdivision recorded in Plat Book 7, Folio 582, one of the Land Records of Montgomery County, Maryland.
That the aforesaid property at the request of your Orator by deed from John M. Ellis and wife Virginia S. Ellis, dated March 26, 1938, and recorded in Liber 696, folio 213, one of the Land Records of Montgomery County, Maryland, the said deed being filed herewith and marked "Plaintiff's Exhibit No. 4".

10. That your Orator also purchased Lot 10 in Section Two, Meadowbrook Village as per plat recorded in Plat Book 9, Folio 691 one of the Land Records of Montgomery County, Maryland. That the aforesaid property at the request of your Orator by deed from W. F. Brice, dated September 30, 1939, and recorded in Liber 755, Folio 239, one of the Land Records of Montgomery County, Maryland, said deed being filed herewith, marked "Plaintiff's Exhibit No. 5".

11. That your Orator also purchased certain lots and parcels of ground in a subdivision called Bay Ridge in the Second Election District of Anne Arundel County, Maryland, during the lifetime of George B. Williams. That the full consideration was paid by your Orator for said property and the said George B. Williams had no interest in said property but was merely the record holder, of same for the benefit of your Orator.

12. That the property referred to in the preceding paragraph is set forth in detail in the deed from Harry E. Karr, Attorney to George B. Williams, dated October 28, 1936, and recorded in Liber 157, Folio 155, one of the Land Records of Anne Arundel County, Maryland, said deed being filed herewith and marked "Plaintiff's Exhibit No. 6."

13. That part of the property described in the aforesaid deed was sold by your Orator during the lifetime of George B. Williams and conveyed away by the said George B.Williams at the request of your Orator, said property being described as follows:

Lot 4, Section Eight, Lot 25, Section Eleven, Lots 5,6,7,8,9,10,11,12,13,14, and 28 in Section Twelve, Lot 13 in Section Fourteen, Lot 9 in Section Eighteen, lot 9 in Section Nineteen, Lots 32, 35, and 37 in Section Twenty, and Lots 9, 10, 11, 13, and 41 in Section Twenty-four.

14. That the said George B. Williams died intestate seized and possessed of the property described herein, and that the defendant Elizabeth M. Williams inherited the aforesaid property by operation of law as sole surviving heir at law.

15. That this bill of complaint is brought for the purpose of proving a resulting trust in favor of the plaintiff for the property set forth herein.

To The End Therefore:

1. That a resulting trust in favor of the plaintiff herein be declared for all of the property described in said deeds, that was inherited by the defendant herein.

2. That a trustee be appointed to convey all right, title, and interest in and to the herein described property to the plaintiff,

3. And for such other and further relief as the nature of the case may require.

May it please your Honors to grant unto your Orator a Writ of Subpoena directed to the said Elizabeth M. Williams commanding her to appear in this Court at some certain day to be named therein and to answer the premises under oath and abide by and perform such decree or decrees as may be passed therein.

And as in duty bound, etc.

Robert S. Bains

Solicitor for the Complainant.

ANSWER OF ELIZABETH M. WILLIAMS--FILED APRIL 17, 1940.

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND.

Kass Realty Company
(A Delaware Corporation)

Plaintiff

Equity No. 9420

vs.

Elizabeth M. Williams

Defendant

ANSWER

The answer of Elizabeth M. Williams represents:

1. That she admits the allegations in Paragraphs 2, 3, 4, 14,

2. That she neither admits nor denies the allegations in Paragraph 1, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 15 but demands strict proof thereof.

3. Your respondent is fully aware of the fact that her son, during his lifetime, held title to many properties owned by the Kass Realty Company, but she is not familar with all of the details of these transactions other than the knowledge that her son had no financial interest in these properties as they were actually purchased with money advanced by the Kass Realty Company and the said properties in reality belonged to the Kass Realty Company.

Wherefore, your Respondent is ready and willing to submit to any decree that this honorable Court may deem proper in the premises.

Elizabeth M. Williams

District of Columbia, ss:

I hereby certify that on this 15 day of April, 1940, before the subscriber, a Notary Public in and for the District of Columbia, aforesaid, personally appeared Elizabeth M. Williams and made oath in due form of law that the matters and things stated in the aforegoing and annexed Answer are true to the best of her knowledge, information and belief.

In testimony whereof, I have hereunto affixed my name and notarial seal.

(Notarial Seal) Mildred S.Murphy

Notary Public.,D.C.

DECREE. Filed May 16, 1940

In The Circuit Court For Montgomery County, Maryland.

Kass Realty Company, Inc.
A Delaware Corporation

Equity No. 9420

Plaintiff

Vs.

Elizabeth M. Williams

Defendant

On consideration of the Bill of Complaint of Kass Realty Company, Inc. and exhibits filed therewith, the Answer of Elizabeth M. Williams, and the testimony and exhibits filed herewith;

It is by the Circuit Court for Montgomery County, Maryland, sitting as a Court of Equity, this 16th day of May, 1940, Adjudged, Ordered and Decreed. That all the real property mentioned in these proceedings of which George B. Williams died seized and title to which passed by operation of law to Elizabeth M. Williams as sole surviving heir at law of said George B. Williams, be and it is hereby, impressed with a resulting trust in favor of Kass Realty Company, Inc., a Delaware Corporation; and it is further

Adjudged, Ordered and Decreed, That Elizabeth M. Williams convey all her right, title and interest, both at law and in equity, in and to all the real property mentioned in these proceedings of which George B. Williams died seized and title to which passed by operation of law to said Elizabeth M. Williams; and it is further

Adjudged, Ordered and Decreed, That in default of such conveyance by said Elizabeth M. Williams, on or before the 22nd of May, 1940, that Martin J. Quigley be, and he is hereby, appointed trustee to convey unto Kass Realty Company, Inc., all the right, title, and interest in law and in equity of said Elizabeth M. Williams in and to the hereinbefore mentioned real property.

Stedman Prescott
Judge of Circuit Court for
Montgomery County, Maryland.

State of Maryland, Montgomery County, to wit:

I hereby certify that the foregoing are full, true and correct copies of the Bill of Complaint, Answer of Elizabeth M. Williams and the Decree filed in No. 9420 Equity, taken and copied from the Record of Proceedings in the Circuit Court for Montgomery County, Maryland, Sitting as a Court of Equity, in the aforegoing cause.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Montgomery County, Maryland this 20th day of March, A. D. 1941.

(Circuit Court Seal) Clayton K. Watkins
Clerk of the Circuit Court for
Montgomery County, Maryland.

Minnie Gerber, et al : No. 8189 Equity.

vs. : In The Circuit Court

Steuben Permanent Loan and Building : For

Association No. 1 of Baltimore City. : Anne Arundel County.

Transcript of Record Circuit Court No. 2 of Baltimore City. Filed May 16" 1941.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Petition of LeRoy E. Gerding, Receiver in this cause of the Defendant Corporation, respectfully shows unto your Honor:

1- That among the assets of the Defendant Corporation, the Steuben Permanent Loan and Building Association No. 1 of Baltimore City, is the leasehold property known as 202 Fourth Avenue, Brooklyn Park in Anne Arundel County, Maryland.

2- That this property was recently appraised by J. Henry Strohmeyer, a real estate expert, at the value of Two Thousand Dollars ($2000.00) subject to the annual ground rent of Ninety Dollars ($90.00). This property is in need of some repairs, which would cost approximately $200.00.

3- That your Petitioner has procured an offer for the said property at private sale from Anthony Siekierski and Sophia Siekierski, his wife, in the sum of Twenty-five hundred dollars ($2500.00) subject to the said ground rent, with settlement within 30 days and upon ratification of the sale by this Honorable Court.

4- That your Petitioner believes that the aforesaid offer should be accepted, that he is certain said property could not be disposed of more advantageously at public sale, considering the costs of advertising, auctioneer and the bad condition of the said property, and your Petitioner requests that he be authorized to sell the said property at private sale unto the said Anthony Siekierski and Sophia Siekierski, his wife, at and for the sum of Twenty-five hundred dollars ($2500.00) subject to the ninety dollar ground rent, upon the terms and conditions above stated.

5- Attached hereto as a part hereof is a certification by two real estate experts as to the value of the said property.

Wherefore Your Petitioner prays that an appropriate Order may be passed herein authorizing said sale.

LeRoy E. Gerding, Receiver.

State of Maryland, Baltimore City, To Wit:

I Hereby Certify that on this 20th day of March, 1941, before me the subscriber a Notary Public of the State of Maryland in and for the City aforesaid, personally appeared LeRoy E. Gerding, Receiver, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge and belief.

As Witness my hand and notarial seal.

Seal. Virginia E. Gerding,

Notary Public.

We the undersigned Real Estate Dealers and Brokers of Baltimore City do hereby certify that we have examined the property No. 202 Fourth Avenue, Brooklyn Park in Anne Arundel County Maryland, and that considering its present condition, certify that in our opinion the sum of Twenty five hundred dollars ($2500.00) is a fair and reasonable value for

the same.

J. Henry Strohmeyer

John M. Miller

ORDER.

Upon the aforegoing Petition and Certification it is Ordered this 21st day of March, 1941, by the Circuit Court No. 2 of Baltimore City, that LeRoy E. Gerding, Receiver in these proceedings be and he is hereby authorized to sell unto Anthony Siekierski and Sophia Siekierski, his wife, at private sale the leasehold property No. 202 Fourth Avenue, Brooklyn Park, Anne Arundel County, Maryland, at and for the sum of Twenty-five hundred dollars ($2500.00) subject to the annual ground rent of Ninety Dollars ($90.00) with taxes and other liens and charges to be adjusted to the day of settlement, which is to be made within 30 days after date of contract and upon ratification of this sale, and that said receiver shall report said sale to this Court in due course.

Eli Frank

Minnie Gerber Ernest F. Meile

vs.

The Steuben Permanent Loan and Building Association No. 1 of Baltimore City, a Body Corporate of Maryland.

In The Circuit Court No. 2 of Baltimore City.

To The Honorable The Judge of Said Court:

The report of Private sale by LeRoy E. Gerding, Receiver shows unto your Honor:

1- That pursuance of the authority in an Order of this Court dated March 21st 1941, Your Receiver reports that he sold at private sale unto Anthony Siekierski and Sophia Siekierski his wife, the leasehold property known as No.202 Fourth Avenue, Brooklyn, Anne Arundel County, Maryland, subject to the annual ground rent of Ninety Dollars (90.00) at and for the sum of Twenty-five Hundred dollars ($2500.00) with a deposit of $50.00 taxes and other liens and charges to be adjusted as of the date of settlement which is to be made within thirty days and after final ratification of this sale by this Honorable Court. The settlement to be in cash.

2- That the aforesaid sale was procured by H. C. Burke, Jr.,a Real Estate Broker, who is entitled to the payment of the usual brokerage commissions as fixed by the Real Estate Board of Baltimore City, on the said purchase price.

3. Your Petitioner further reports that the said sale was bona fide and fairly made and in his opinion the highest price obtainable for the said property has been procured and that said sale should be ratified by this Court in due course.

LeRoy E. Gerding, Receiver.

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 21st day of March, 1941, before me the subscriber a Notary Public of the State of Maryland in and for the City aforesaid, personally appeared LeRoy E. Gerding, Receiver and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the sale hereby reported was bona fide and fairly made.

As Witness my hand and notarial seal.

Seal.

Virginia E. Gerding.

Notary Public.

This Agreement Made this 18th day of March nineteen hundred and Forty one between LeRoy E. Gerding, Receiver for the Steuben Permanent Loan and Building Association No. 1 of Baltimore City, party of the first part and Anthony Siekierski and Sophia Siekierski, his wife, parties of the second part.

Witnesseth, that the said party of the first part does hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former the following described property situate and lying_Anne Arundel County, State of Maryland, and known as No.202 Fourth Avenue, Brooklyn Park, subject to the annual ground rent of $90.00.

At and for the price of Twenty five Hundred ($2500.00) dollars of which Fifty ($50.00) dollars have been paid prior to the signing hereof and the balance is to be paid as follows. Balance in cash within thirty days from the date hereof. This sale is made subject to the ratification by the Circuit Court No. 2 of Baltimore City, in the case of Minnie Gerber et al --vs-- Steuben Permanent Loan and Building Association No. 1 of Baltimore City, docket 48 A Folio 91,

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 Ground rent and other public dues and charges to be paid or allowed for by the Vendor to day of settlement

Time is the essence of this contract.

Title reference: See deed from LeRoy E. Gerding, attorney, to the Steuben Permanent Loan and Building Asso. No. 1 of Baltimore City dated June 15, 1932, Liber F.S.R. #102,Folio 368.

Witness our hands and seals.

Test:

H. C. Burke, Jr.

LeRoy E. Gerding (Seal)
Receiver

Anthony his X mark Siekierski (Seal)

Sophia Siekierski (Seal)

ORDER NISI.

Minnie Gerber Ernest F. Meile

vs.

The Steuben Permanent Loan and Building Association No. 1 of Baltimore City a body corporate of Maryland

In The
Circuit Court No. 2
of
Baltimore City.
March Term, 1941.

Ordered, That the private sale of the property mentioned in these proceedings, made to Anthony Siekierski and Sophia Siekierski, his wife, and reported by LeRoy E. Gerding, Receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of April, 1941; provided a copy of this order be inserted in some daily newspaper, printed in Baltimore City, once in each of three successive weeks before the 14th day of April, 1941.

The report states the amount of private sale to be $2500.00

Eli Frank.

Baltimore, April 5th., 1941

We hereby certify that the annexed advertisement of Order Nisi Circuit Court No. 2 of Baltimore City, Case of Minnie Gerber, etc., vs. The Steuben Per. L. & B. Assn. No. 1 was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 14th day of April, 1941.
First insertion March 22nd.,1941.

The Daily Record

Per Bernard A. Murphy, Jr.,

Ordered by the Circuit Court No. 2 of Baltimore City, this 22nd day of April, 1941. 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.

Eli Frank.

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 Petition & Order, signed the 21st day of March 1941, & Report of Sale, filed 21st March 1941, Order of Nisi, signed the 21st day of April 1941, Certificate of Publication filed 22nd April 1941, and Final Order of Ratification signed the 22nd day of April 1941.
now on file in this office in the cause therein entitled Minnie Gerber, Ernest F. Meile-- vs-- The Steuben Permanent Loan and Building Association No. 1 of Baltimore City, a body corporate of Maryland.

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court No. 2, this 14th day of May A. D. 1941.

(Court Seal) Charles A. McNabb, Clerk.

In the Matter of the Sale of the	:	No. 8128 Equity.
Mortgaged Real Estate of Leo Marks	:	In The Circuit Court For
and Virginia Marks, his wife	:	Anne Arundel County.
	:	

Mr. Clerk:

Please docket this suit and file this mortgage.

George B. Woelfel, Assignee.

Original mortgage and Assignment. -- Filed Jany. 15" 1941.

This Mortgage, Made this 19th day of November, in the year nineteen hundred and thirty four (1934) by and between Leo Marks and Virginia Marks, his wife, Mortgagors of Anne Arundel County, in the State of Maryland, of the first part, and Christian Rocklitz and Eleanor K. Rocklitz, his wife, of said county and State Mortgagees,of the second part.

Whereas, the parties of the first part are justly and bona fide indebted to the parties of the second part, in the full and just sum of Thirteen Hundred and Seventy Five Dollars ($1,375.00), being balance of purchase price for the property hereinafter conveyed, and,

Whereas, in order to secure the payment of the said sum of money, in the manner hereinbelow set out, it has been agreed between the parties hereto that these presents shall be executed.

SAID BALANCE TO BE PAID AS FOLLOWS: Fifteen Dollars monthly hereafter, beginning for the first of said fifteen dollar payments on the 1st day of January, 1935, and on the same day of each month thereafter, to be applied on account of both principal and interest; it being understood that the interest charge is to be computed on the present principal of $1,375.00, and when, out of said monthly payments the sum of fifty dollars is accumulated over said monthly amount and interest, then the said sum of fifty dollars shall be deducted from this principal, and a new principal of $1,325.00 is to be established, and so on, until the whole debt is paid. The privilege being hereby reserved to the said mortgagors, at any time, to reduce said principal in further amounts per month than herein stipulated, if they desire to do so; the interest to be reduced accordingly.

Now This Mortgage Witnesseth, that in consideration of the premises and the sum of One Dollar, the said Mortgagor Leo Marks and Virginia Marks, have bargained and sold and by these presents do grant and convey unto the said Mortgagees, Christian Rocklitz and wife, their heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Third Election District of Anne Arundel County, aforesaid, and described as follows:

Being the identical property conveyed to the parties of the first part by the parties of the second part, by deed bearing even date herewith, and intended to be recorded, prior to these presents, among the land records of Anne Arundel County, aforesaid.

TO WHICH said deed, and also all deeds and papers therein mentioned and referred to, reference is hereby made for a more complete and accurate description of the property hereby intended to be conveyed.

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 Mortgagees, Christian Rocklitz and Eleanor K. Rocklitz, his wife, their heirs and assigns, forever, in fee simple.

Provided, that if the said Mortgagors, Leo Marks and Virginia Marks, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Thirteen hundred and seventy five Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the Mortgagors, they or their heirs or assigns shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said 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 Mortgagees, they or their heirs personal representatives or assigns, or Jno. S. Strahorn, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagees their 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 dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns under this Mortgage, whether the same shall have 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 Mortgagees

their personal representatives or assigns, or Jno. S. Strahorn, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said Mortgagors, for themselves their heirs personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve hundred ($1200.00) 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 Mortgagees their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees their personal representatives and assigns.

Witness the hands and seals of the said Mortgagors.

Test: Leo Marks (Seal)

Mary M. Munroe Virginia Marks (Seal)

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this 19th day of November 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 Leo Marks and Virginia Marks, his wife, the Mortgagors named in the aforegoing Mortgage, and each acknowledged the aforegoing Mortgage to be ___ act. At the same time also appeared Christian Rocklitz one of 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) Mary M. Munroe

Notary Public.

January 6th., 1941.

For Value Received, we hereby assign the within mortgage and the debt secured thereby unto George B. Woelfel.

Witness our hands and seals placed hereon this 6th day of January, in the year 1941.

Witness: Christian Rocklitz (Seal)

Mary M. Hoff Eleanor K. Rocklitz (Seal)

Received for Record 15 day of Jan., 1941, at 12 o'clock M. and the same day recorded in Liber W. M. B. No. 134, Fol. 59, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Bond -- Filed & Approved this 3rd.day of Feb., 1941. John H.Hopkins,3rd.,Clerk.

Know All Men By These Presents, That we, George B. Woelfel of Annapolis, Maryland, and the New York 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 ($1,000) 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 January, in the year of our Lord nineteen hundred and forty-one.

Whereas, the above bounden George B. Woelfel, as assignee, by virtue of a power contained in a mortgage from Leo Marks and Virginia Marks, his wife, to Christian Rochlitz and Eleanor K. Rochlitz, his wife, dated 19th day of November, 1934, and recorded in Liber W. M. B. No. 134, folio 57, one of the Land Record Books of Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein and whereas such default has occurred and the said George B. Woelfel 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 B. Woelfel (Seal)

in the presence of (Corporate Seal) New York Casualty Company

Mary M. Munroe. By W. H. M. Smith Agency

In the Matter of the Sale of the Mortgaged Real Estate of Leo Marks and wife. — No. 8128 Equity. In The Circuit Court For Anne Arundel County.

Statement of Mortgage Claim -- Filed Jany. 15" 1941.

Statement of the mortgage claim of George B. Woelfel, Assignee, under the mortgage to him from Leo Marks and wife dated 19th day of November, 1934, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 134, folio 57.

Amount due on principal as of Jan. 6th, 1941	$850.00
Insurance premium paid by Assignee	13.85
	$863.85
Interest to February 11th, 1941, day of sale	5.04
Total	$868.89

State of Maryland, Anne Arundel County, to wit:

I hereby certify that upon this 14th day of January, in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared George B. Woelfel, Assignee, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due of his mortgage claim described therein, and that he has not received any security or satisfaction therefor, other than the promissory note referred to and the deed of mortgage in said statement mentioned.

Witness my hand and seal Notarial.

(Notarial Seal) Mary M. Hoff

Notary Public.

In the Matter of the Sale of the Mortgaged Real Estate of Leo Marks and Virginia Marks, his wife.

No. 8128 Equity.
In The Circuit Court For
Anne Arundel County.

Report of Sale -- Filed February 11th., 1941.

To the Honorable, the Judge of said Court:

The report of George B. Woelfel, Assignee of a certain mortgage from Leo Marks and Virginia Marks, his wife, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said mortgage prescribed, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the So. Md. Times, a weekly newspaper, published in Anne Arundel County, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House Door, in the City of Annapolis, Maryland, on the 11th day of February, in the year 1941, at 10 o'clock A. M., and then and there proceeded to sell said property in manner following, that is to say:

Your Assignee offered at public sale to the highest bidder the property mentioned in said mortgage, situate in the Third Election District of Anne Arundel County and more particularly described as follows:

Being all that tract of land lying on the northeast side of the County Road leading from Arnold's Station to Broadneck, at the intersection of said county road and the side road leading to Broadneck, as laid down on Plat thereof, made by Edward Hall, Jr., Surveyor, June, 1929, and recorded with deed from Henry L. Haneke, et al, to Christian Rochlitz and wife dated the 15th day of June, 1929, and recorded among the Land Records of said County in Liber F. S. R. No.49, folio 115, the said Plat being so recorded at page 116 of said Land Record. The said tract of land containing one acre of land, as shown on said plat.

Being the same property which was conveyed unto Leo Marks and Virginia Marks, his wife, by Christian Rochlitz and wife by deed dated the 19th day of November, 1934, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 134, folio 56.

And your said Assignee sold the above described property to George B. Woelfel at and for the sum of Eight Hundred Twenty-Five Dollars, he being at that sum the highest bidder therefor, the terms of said sale being a deposit of $300 cash at the time of sale, balance upon final ratification of sale.

Respectfully submitted,

George B. Woelfel,Assignee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that upon this 11th day of February, in the year 1941, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George B. Woelfel, Assignee 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 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) Mary M. Hoff

Notary Public.

Advertisement of Sale

Public Sale of Valuable Property located in the Third Election District of Anne Arundel County on the County Road running from St. Margarets to Arnolds containing 1 Acre of Land, more or less, and improved by a frame Bungalow containing four rooms and summer kitchen and electricty

Under and by virtue of the power of sale contained in the mortgage from Leo Marks and Virginia Marks, his wife, dated the 19th day of November, 1934, and recorded among the Land Records of Anne Arundel County Liber W. M. B. No. 134, folio 57, the undersigned as Assignee thereof, by short assignment dated January 6th, 1941, and recorded at the foot of the aforesaid mortgage, will offer for sale at public auction at the Court House door in the City of Annapolis on Tuesday, February 11, 1941 at 10 o'clock A. M.

All that lot or parcel of ground lying, being and situate in the Third Election District of Anne Arundel County on the public road running from Haneke's Store to St. Margarets State Road containing one acre of land, more or less, and being the same property which was conveyed to Leo Marks and Virginia Marks, his wife, by Christian Rochlitz and wife by deed dated the 19th day of November, 1934, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 134, folio 56,

Improvements: This lot of ground is improved by a bungalow containing four rooms and a summer kitchen and equipped with electricty.

Terms of Sale: A deposit of $300 will be required of the purchaser upon the day of sale, balance to be paid in cash upon the ratification of the sale or all cash at the option of the purchaser. The deferred payments to bear interest at the rate of 6 percent.

For further particulars, apply

George B. Woelfel, Assignee

13 School Street,Annapolis, Md.

February 11th, 1941.

This is to certify that upon this 11th day of February, 1941, I offered for public auction to the highest bidder the property herein described and sold the same to George B. Woelfel at and for the sum of Eight Hundred Twenty-Five Dollars.

Witness my hand and seal.

W. B. Elliott (Seal)

Auctioneer.

This is to certify that upon this 11th day of February, 1941, I purchased the within described property at and for the sum of Eight Hundred Twenty-Five Dollars and do hereby agree to comply with the terms of said sale.

Witness my hand and seal.

George B. Woelfel (Seal)

Purchaser.

ORDER NISI.

Ordered, this 11th., day of February, 1941, That the sale of the property mentioned in these proceedings made and reported by George B. Woelfel, Assignee Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 14th., 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 14th., day of March next.

The report states that the amount of sales to be $825.00

John H.Hopkins,3rd.,Clerk.

Office of The Southern Maryland Times Annapolis, Maryland

Certificate of Publication

This is to Certify That the annexed advertisement of Order Nisi on Sale 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 14th day of March that is to say, the same was inserted in the issues of February 14,21,28, 1941.

The Southern Maryland Times

Thomas L. Christian

Business Manager.

By: Jeannette Cadell.

Ordered By The Court, This 17th day of March, 1941 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.

In the Matter of the Sale of the Mortgaged Real Estate of Leo Marks and Wife — No. 8128 Equity. In The Circuit Court For Anne Arundel County.

Auditor's Report and Account --Filed April 2nd., 1941

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 Leo Marks and Wife in ac. with George B. Woelfel, Assignee.

To Assignee for fee	$50.00	$
To Assignee for commissions	49.14	99.14
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:		
Southern Maryland Times - advertising sale	36.00	
Southern Maryland Times - order nisi on report of sale	5.00	
Southern Maryland Times - order nisi on auditor's acct.	5.00	
Clerk of Court - recording assignment	.75	

To Amounts brought forward	$46.75	$130.94
To W. H. M. Smith Agency - bond premium	10.00	
W. B. Elliott - auctioneer	10.00	
One-half Federal revenue stamp	.55	
One-half State revenue stamp	.40	
Mary M. Hoff - notary fees	1.00	68.70
To Assignee for Taxes, viz:		
1940 State and County taxes	20.19	
1941 State and County taxes ($23.60-adj)	2.70	22.89
To George B. Woelfel, Assignee - this balance on account mortgage claim		580.30
		$802.83

Amount of mortgage claim filed	$868.89
Cr. Amount allowed as above	580.30
Balance subject to decree in personam	$288.59

Cr. Feb. 11, 1941	Proceeds of Sale	$800.00
	Interest on deferred payment	2.83
		$802.83

ORDER NISI.

Ordered, This 2nd., day of April, 1941, 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 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 3rd., day of May next.

John H. Hopkins, 3rd., Clerk.

Office of The Annapolis News Annapolis, Maryland Certificate of Publication.

This is to Certify That the annexed advertisement of Order Nisi on Auditor's Acct. was inserted in The Annapolis News, a weekly newspaper published in Anne Arundel County, Maryland once a week for 3 successive weeks before the 3rd day of May, 1941 that is to say, the same was inserted in the issues of 11th, 18th and 25th of Apr.

The Annapolis News
R. M. Terhune,
Business Manager.
Per Edward R. Raymund, Editor.

In the Circuit Court for Anne Arundel County.

Ordered By The Court, this 11th day of July, 1941, 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.

For further reference see J.H.H. No. 52 - Folio 7 etc.

Katherine Lynch Jakobsen : No. 7943 Equity.

vs. : In the Circuit Court For

Alfred J. Jakobsen : Anne Arundel County.

For previous reference see J. H. H. No. 50, Folio 223 to 237.

Petition to file answer nunc pro tunc and order of Court thereon --Filed July 17" 1941

Mr. Clerk:

Please file and lay before the Court.

George B. Woelfel,

Solicitor for Petitioner.

The Petition of Alfred J. Jakobsen, defendant, in the above entitled case respectfully states.

1 st: That it appears by reference to the above case that your petitioner failed to file an Answer in the above case, although he denied that he was a non-resident of the State.

2nd: That in order that the chain of events in the above case may be connected your petitioner believes that he should file an Answer to the Bill of Complaint therein filed against him.

Your petitioner therefore prays the Court to authorize him to file an Answer nunc-pro-tunc in said case,

Respectfully submitted.

Eq

George B. Woelfel

Solicitor for Petitioner.

Ordered on the aforegoing petition, this 17th day of July in the year 1941, by the Circuit Court for Anne Arundel County that the petitioner, Alfred J. Jakobsen be and he is hereby authorized to file an Answer nunc- pro-tunc to the Bill of Complaint filed against him in the above case.

Ridgely P. Melvin, Judge.

Answer -- Filed July 17" 1941.

To the Honorable, the Judges of said Court.

The Answer of Alfred J. Jakobsen to the Bill of Complaint filed against him in this case respectfully states.

1st: He admits the allegations of the first paragraph of said Bill of Complaint as being true.

2nd: He admits the allegations of the second and third paragraphs of said Bill of Complaint as being true.

3rd: He admits the allegations of the fourth paragraph of said Bill of Complaint to be true, and believes that a sale of said property is necessary, as a partition in kind could not be made between the parties.

4th: This respondent admits that there is a mortgage lien against said property held by the Annapolis and Eastport Building and Loan Association, the amount of same as stated in the Bill of Complaint is probably correct.

5th: This respondent denies that he is a non-resident of the State of Maryland, however, he believes that a sale of said property would be made and therefore submits to the

jurisdiction of the Court to pass such decree or decrees as may be proper in the matter.

Respectfully submitted.

George B. Woelfel

Solicitor for Defendant.

In the Matter of the Sale of the Mortgaged Real Estate of The Rock Bottom Club, Incorporated of Anne Arundel County.	:	No. 8162 Equity. In The Circuit Court For Anne Arundel County.

Mr. Clerk:

Please docket this suit and file the within mortgage.

Eugene P. Childs,

Atty. named in Mortgage.

Original Mortgage -- Filed April 1" 1941.

This Mortgage, Made this tenth day of April in the year nineteen hundred and thirty-one by and between The Rock Bottom Club, Incorporated of Anne Arundel County Mortgagor of Anne Arundel County in the State of Maryland, of the first part, and Mary L. Leitch Mortgagee, of the second part. Ex

Witnesseth, Whereas The Rock Bottom Club, Incorporated, the said Mortgagor is indebted unto Mary L. Leitch in the full and just sum of Four Thousand Dollars ($4,000.00), and as evidencing said sum, the said Mortgagor has passed unto the said Mortgagee, its joint and several promissory note for said sum of even date herewith and payable in three years after date as well as its six other promissory notes for One hundred and twenty dollars ($120.) each, and payable in six, twelve, eighteen, twenty-four, thirty and thirty-six months after date to secure the interest thereon to accrue, and

Whereas it was a condition precedent to the granting of said loan that these presents should be executed for the purpose to more effectually secure the payment of said sum together with the interest thereon to accrue at the time limited for the payment of the same.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor The Rock Bottom Club, Incorporated does grant and convey unto the said Mortgagee, Mary L. Leitch, her heirs and assigns, in fee simple, all all that lot or parcel of ground situate and lying in Eighth District of Anne Arundel County,aforesaid, and described as follows:

All property described in a deed from Manton Leitch and wife to the Herring Bay Rod and Gun Club and subsequently conveyed by Mary L. Leitch and others to the Rock Bottom Club, Incorporated by confirmatory deed of even date herewith and recorded or intended to be recorded immediately prior hereto, and in said deed described as containing one and one-half (1 1/2) acres of land and one and one quarter (1 1/4) acres of land, more or less.

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

To Have And To Hold the aforesaid parcel of ground and premises unto and to the proper

use and benefit of said Mortgagee, her heirs and assigns, forever, in fee simple.

Provided, that if the said Mortgagor, its successors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Four thousand ($4,000.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the Mortgagor shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagor for itself, its successors, 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, her personal representatives or assigns, or Eugene P. Childs, 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 any pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his,her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, her personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of fifty ($50.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, her personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, its successors, their personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for itself, its successors 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 Mortgagor for itself, its successors their heirs, personal representatives and assigns,

do hereby covenant to pay, and the said Mortgagee her personal representatives or assigns, or Eugene P. Childs, her or their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said Mortgagor for itself, its successors, 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 Four thousand ($4,000.00) 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 her personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee her personal representatives and assigns.

Witness the hand and seal of the President of the Mortgagor Corporation with the corporate seal attested by its Secretary

Test:

(Corporate Seal)

Rock Bottom Club, Incorporated (Seal)

By Frank A. Wedderburn (Seal)

President.

Denver B. Weller, Secretary

District of Columbia, City of Washington, To Wit:

I Hereby Certify, that on this 18th day of April in the year nineteen hundred and thirty-one before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Frank A. Wedderburn, President of the Rock Bottom Club, Incorporated the Mortgagor named in the aforegoing Mortgage, and he acknowledged the aforegoing Mortgage to be the act and deed of the Rock Bottom Club, Incorporated.

Witness my hand and seal Notarial.

(Notarial Seal) W. B. Robinson,

Notary Public.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify, that on this 18th day of April in the year of our Lord Nineteen hundred and thirty-one, before me the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Mary L. Leitch the within named mortgagee and made oath in due form of law that the consideration set forth is true and bona fide as therein set forth.

Witness my hand and seal Notarial.

Recorded 4/21/1931 JFDR 88/149.

(Notarial Seal) F.Wilhelmina Pettebone

Notary Public.

In the Matter of the Sale of the Mortgaged Real Estate of The Rock Bottom Club, Incorporated.

No. 8162 Equity

In The Circuit Court For Anne Arundel County.

Bond -- Filed & Approved this 2nd., day of April,1941.--John H.Hopkins, 3rd., Clerk.

Know all men by these presents, that we, Eugene P. Childs, Principal and the Royal Indemnity Company, a corporation of the State of New York, are held and firmly bound unto

the State of Maryland in the full and just sum of Five thousand dollars ($5,000.00) to be paid to the State of Maryland aforsaid; to the payment whereof, well and truly to be made, we hereby bind ourselves, our and each of our heirs, personal representatives and assigns, sealed with our seals and dated this 2nd day of April in the year Nineteen hundred and forty-one.

Whereas in a Mortgage from The Rock Bottom Club, Incorporated to Mary L. Leitch dated the 10th day of April in the year 1931 and recorded among the land record books of Anne Arundel County in F. S. R. No. 88 folio 149, Eugene P. Childs was named Attorney to sell property mentioned in said mortgage in case of default, default having occurred.

Now therefore the condition of this obligation is such, that if the above bounden Eugene P. Childs shall well and truly execute the office of Attorney according to law, and shall in all respects discharge the duties of him required by law as Attorney aforesaid, without any damage to any person interested in the faithful performance of the said office, then the above obligation to be void, otherwise to be in full force and virtue in law.

Signed, sealed and delivered — Eugene P. Childs (Seal)

in the presence of: (Corporate Seal) Royal Indemnity Company

Clemence C. Burwell — By: Wilhelmina P. Hopkins,

Atty. in fact.

In the Matter of the Sale of the — No. 8162 Equity.

Mortgaged Real Estate of The — In The Circuit Court For

Rock Bottom Club, Incorporated. — Anne Arundel County.

Statement of Mortgage Claim. -- Filed April 28" 1941

Amount of mortgage from the Rock Bottom Club, Incorporated to Mary L. Leitch dated the 10th day of April in the year 1931 and recorded among the land record books of Anne Arundel County in F. S. R. No. 88 folio 149 ---------- $4,000.00

Interest due thereon from 4.10.40 to 4.10.41, (1 year at 6%) ---------- 240.00

Total amount of mortgage debt and interest due ---------- $4,240.00

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 10th day of April in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland in and for the City aforesaid, personally appeared John B. Leitch, Administrator of the Estate of Mary L. Leitch 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.

Witness my hand and seal notarial this 10th day of April in the year 1941.

John B.Leitch,Administrator of (Notarial Seal) Belle M. Robier

the Estate of Mary L . Leitch. — Notary Public.

Report of Sale, Auctioneer's Certificate and Purchaser's Agreement and Order Nisi thereon --Filed April 29" 1941 — Final Order June 5, 1941.

To the Honorable the Judges of said Court.

The Report of Sale of Eugene P. Childs, Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from The Rock Bottom Club, Incorporated of Anne Arundel County dated the 10th day of April in the year 1931 and recorded in F. S. R. No. 88 folio 149 one of the land records of Anne Arundel County, the said Eugene P. Childs, Attorney named in said Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and by handbills distributed throughout the County and various other places, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided offered the property in said mortgage described at public auction, at the Court House Door in the City of Annapolis, Maryland on Tuesday, April 29, 1941 at 11:00 o'clock, A. M., and then and there sold the said property to George H. Campbell, Trustee at and for the sum of Forty-eight hundred ($4,800.00) dollars, it being at that figure the highest bidder therefor, said property being the following: All property described in a deed from Manton Leitch and wife to the Herring Bay Rod and Gun Club and subsequently conveyed by Mary L. Leitch and others to the Rock Bottom Club, Incorporated by confirmatory deed dated the 10th day of April in the year 1931 and recorded in F. S. R. No. 88 folio 148, and in said deed described as containing one and one-half (1 1/2) and one and one quarter (1 1/4) acres of land, more or less.

And the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also received the Purchaser Agreement to comply with the terms of sale which are as follows:

Terms of Sale: Cash on final ratification of sale; a deposit of five hundred dollars ($500.00) will be required of purchaser on day of sale. All deferred payments to bear interest at rate of six percent per annum. Taxes and other charges adjusted to date of final ratification of sale.

Respectfully submitted.

Eugene P. Childs, Attorney.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 29th day of April in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Eugene P. Childs, Attorney in the above Report of Sale, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

(Notarial Seal) Wilhelmina P. Hopkins,

Notary Public.

Advertisement of Sale.

Attorney's Sale of valuable Water Front Property situated in the Seventh District of Anne Arundel County, on Rockhold Creek and Herring Bay.

By virtue of a power of sale contained in a mortgage from The Rock Bottom Club, Incorporated, dated the 10th day of April, in the year 1931, and recorded in F. S. R. No. 88, folio 149, one of the land records of Anne Arundel County, the undersigned attorney, named in said mortgage, will offer at public sale at the Court House door, in the city of Annapolis, Maryland,

on Tuesday, April 29th, 1941 at 11:00 o'clock A. M. the following property:

All of that lot of land in said mortgage mentioned as containing two and three-quarters (2 3/4) acres of land, situated on Rockhold Creek and Herring Bay, having a frontage on both waters, known as Town Point.

This property is improved by a clubhouse of nine rooms, two baths, with bar in basement; also by two frame cottages, one containing four rooms and the other three rooms and two porches. The property is equipped with light, water and sewerage, and has fine shade trees.

Terms of Sale: Cash on final ratification of sale; a deposit of five hundred dollars ($500.00) will be required of purchaser on day of sale. All deferred payments to bear interest at rate of six per cent per annum.

Taxes and other charges adjusted to date of final ratification of sale.

For further particulars, apply to

Eugene P. Childs, Attorney,
14 Church Circle, Annapolis, Md.

Annapolis, Maryland, April 29, 1941

This is to certify that I have this 29th day of April in the year 1941, sold the property described by said handbill in the Eighth Election District of Anne Arundel County and more particularly described by said handbill to George H. Campbell, Trustee at and for the sum of Forty-eight hundred ($4,800.00) dollars, he being then and there the highest bidder for said property.

Witness: Geo. W. Scible

Wilhelmina P. Hopkins Auctioneer.

Annapolis, Maryland, April 29, 1941

I hereby certify that I have this 29th day of April in the year 1941, purchased from Eugene P. Childs, Attorney, the property situated in the Eighth Election District of Anne Arundel County and described more particularly by said handbill, at and for the sum of Forty-eight hundred ($4,800.00) Dollars and do hereby agree to comply with the terms of sale.

Witness: George H. Campbell,

Wilhelmina P. Hopkins, Trustee.

ORDER NISI.

Ordered this 29th day of April, 1941, by the Circuit Court for Anne Arundel County, that the sale of the property mentioned in these proceedings, made and reported by Eugene P. Childs, Attorney named in Mortgage to make sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 31st day of May next; provided a copy of this order be inserted in some newspaper, printed in Anne Arundel County, once in each of three successive weeks, before the 31st day of May next.

The report states the amount of sale to be $4,800.00.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., June 4, 1941

We hereby certify, that the annexed Order Nisi - "Sale" - Rock Bottom Club, Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3 successive weeks before the 31st day of May, 1941. The first insertion being made the 1st day of May, 1941.

The Capital-Gazette Press, Inc.

By Lillie L. French.

Ordered by the Circuit Court for Anne Arundel County, this 5th day of June, 1941, that the sale made and reported by the Attorney aforesaid be, and the same is hereby, finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Attorney is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin, Judge.

In the Matter of the Sale of the Mortgaged Real Estate of The Rock Bottom Club,Inc.,of Annè Arundel County.

No.8162 Equity.

In The Circuit Court For Anne Arundel County.

Auditor's Report and Account -- Filed June 16" 1941.

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 The Rock Bottom Club, Incorporated, of Anne Arundel County in ac. with Eugene P. Childs, Attorney.

To Attorney for fee	$50.00	$
To Attorney for commissions	174.80	224.80
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	12.25	
Auditor	9.00	31.25
To Attorney 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	
George W. Scible - auctioneer	21.00	
H.M.Warfield-Roloson Co. - bond premium	20.00	
Wilhelmina P. Hopkins - notary fee	.50	
One-half Federal revenue stamp	2.75	
One-half State revenue stamp	2.40	86.15
To Attorney for Taxes,viz:		
1940 State and County taxes	79.80	
1941 State and County taxes ($74.30-adj)	31.99	111.79

To Amount brought forward	$	$453.99	
To John B. Leitch, Admr.of Estate of			
Mary L. Leitch, mortgagee - infull			
for mortgage claim filed	4,240.00		
Interest to day of sale	12.67	4,252.67	
To The Rock Bottom Club, Inc.,mortgagor-			
this balance		119.85	
		$4,826.51	

Cr.

Apr. 29, 1941	Proceeds of Sale	$4,800.00
	Interest on deferred payment	26.51
		$4,826.51

ORDER NISI.

Ordered, This 16th., day of June, 1941, 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 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 18th., day of July next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., July 8, 1941

We hereby certify, that the annexed Order Nisi - Aud. Acct. Eq. 8162 - Rock Bottom Club was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th., day of July, 1941. The first insertion being made the 19th., day of June, 1941.

The Capital-Gazette Press, Inc.

By Dorothy Kunsman

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 4th day of August, 1941, 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 Trust : No. 7179 Equity.
Estate of Lombardy Shores, Inc. : In The Circuit Court For
: Anne Arundel County.
:

Petition to assume jurisdiction and Order for Sale of property and Order of Court.

Filed May 27" 1936.

Mr. Clerk:

Please file and lay before the Court.

Eugene P. Childs,
Attorney for Trustees.

To the Honorable the Judges of said Court.

The Petition of J. S. Gruver and Fulton R. Gruver, Trustees respectfully states,

1st: That by Deed of Trust dated the 26th day of February in the year 1936 and recorded in F. A. M. No. 148 folio 266, one of the land record books of Anne Arundel County Lombardy Shores, Inc., conveyed unto your Petitioners as Trustees certain property in said Deed of Trust mentioned to secure the sum of Five thousand dollars ($5,000.00) which sum was payable in three months from the date of said Deed of Trust.

2nd: That the default clause in said Deed of Trust provides as follows:

"And upon this further trust; upon any default or failure being made in the payment of the said note or of any installment of principal or interest thereon, or any installment of taxes, or of interest on the first Deed of Trust, when and as the same shall become due and payable or upon default being made in the payment after demand thereof, or any money advanced as herein provided for, or of any proper costs, charge, commission or expense in and about the same, then and at any time thereafter the said parties of the second part the survivor of them, or the Trustees acting in the execution of this Trust shall have the power and it shall be their or his duty thereafter to sell and in case of any default of any purchaser to resell the said described land and premises at public auction upon such terms and conditions, in such parcels, at such time and place and after such previous public advertisement as the parties of the second part, the survivor of them or the Trustees acting in the execution of this trust shall deem advantageous and proper, and to convey the same in fee simple upon compliance with the terms of sale, to and at the cost of the purchaser, or purchasers thereof, who shall not be required to see to the application of the purchase money."

3rd: That default has occurred in the payment of both principal and interest and your Petitioners are desirous of selling said property under the powers given under said Deed of Trust to satisfy and pay said debt.

TO THE END THEREFORE.

Your Petitioners pray the Court,

(1) To assume jurisdiction of the Trust created by said deed.

(2) To direct the Trustees to proceed to sell said property under the powers given in said Deed of Trust.

(3) To direct the Clerk of this Court to prescribe the penalty of the bond as provided by Article 16 Section 252 of the Code of Maryland.

Respectfully submitted.

Eugene P. Childs,
Attorney for Trustees.

Ordered on the aforegoing Petition by the Circuit Court for Anne Arundel County this 27" day of May in the year 1936, that the jurisdiction of the Trust created by Deed dated the 26th day of February, in the year 1936 from Lombardy Shores, Inc., to J. S. Gruver and Fulton R. Gruver, Trustee is hereby assumed by this Court.

It further appearing that the Trust is now in default, it is further ordered and decreed that the Trustees therein mentioned be and they are hereby directed to sell said property, the course and manner of said sale shall be as follows, they shall file a bond in such a penalty as shall be prescribed by the Clerk of this Court in conformity with Section 252 of Article 16 of the Code of Maryland and shall then proceed to advertise said sale for at least three weeks in some newspaper published in Anne Arundel County and such other notice as the Trustees shall deem advisable giving the time, place and terms of said sale, which terms shall be as follows, to wit: said property shall be sold subject to an existing mortgage of twelve thousand dollars ($12,000.00) dollars or such an amount as is now due on said first mortgage, the purchase price above the first mortgage shall be paid in cash upon final ratification of said sale, a deposit of five hundred dollars ($500.00) shall be required of the purchaser or purchasers on the day of sale.

After said sale and as soon thereafter as may be, the Trustees shall make a full and particular Report of same to this Court with an affidavit of the fairness of said sale, and the Trustees shall be allowed the usual commissions for making said sale.

Linwood L. Clark, Judge.

Lombardy Shores, Inc. — No. 7179 Equity.

To — In The Circuit Court For

J. S. Gruver Fulton R. Gruver — Anne Arundel County.

Deed of Trust -- Filed May 27th., 1936

This Deed Made this 26th day of February, A. D. 1936, by and between Lombardy Shores, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the first part, and J. S, Gruver and Fulton, R. Gruver, Trustees, of the City of Washington, District of Columbia, parties of the second part:

Whereas, the said party of the first part stands justly indebted unto Hugh A. Thrift in the full sum of Five Thousand ($5,000.00) Dollars being money loaned on the hereinafter described property, for which amount it has made, executed, delivered and made payable to the said Hugh A. Thrift, or order, its one certain promissory note of even date herewith, payable three months after date, with interest thereon at the rate of six per centum per annum, payable at maturity

And Whereas, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said parties of the second part or substituted trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

Now, Therefore, This Indenture Witnesseth, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America,

to it in hand paid by the parties of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted, and does hereby grant unto the parties of the second part, as Trustees, the following described land and premises, situate in the County of Anne Arundel, State of Maryland, known and distinguished as all that tract of land situate in the Seventh Election District of Anne Arundel County, Maryland, on the County Road leading from Galesville to Shadyside, and fronting on West River, containing 134.91 acres, more or less, which is particularly described by metes and bounds, courses and distances in the deed thereof from Martillus L. Todd and wife to Edward J. Stellwagen, dated October 22, 1921, and recorded among the Land Records of Anne Arundel County, in Liber W.N.W. No. 48, folio 417; SAVE AND EXCEPTING THEREFROM, HOWEVER, all that parcel of said land containing 6.7 acres, more or less, which was conveyed by the said Edward J. Stellwagen and wife to Basil K. Dawson and wife, by deed dated January 31, 1930, and recorded among said Land Records in Liber F. S. R. No. 69, folio 71, in which deed said land is particularly described by metes and bounds, courses and distances, leaving in the tract hereby conveyed 128.21 acres, more or less.

Being the identical property which was conveyed unto the above-named Mortgagor by the Union Trust Company of the District of Columbia, Trustee and Executor under the Will of Charlotte M. Stellwagen, deceased, et al, by deed dated and left for record simultaneously with these presents, in which deed full reference is given to the chain of title to said property;

Subject to the lien of a prior mortgage securing the payment of the principal sum of $12,000. with interest, recorded or to be recorded herewith. together with all the improvements in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises.

In and Upon the Trusts, Nevertheless, hereinafter declared; that is to say:
In Trust to permit said party of the first part, its successors or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for its or their sole use and benefit, until default be made in the payment of the aforesaid promissory note hereby secured or any instalment of interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided.

And, upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part, its successors or assigns, at its or their cost.

AND UPON THIS FURTHER TRUST, upon any default or failure being made in the payment of the said note or of any instalment of principal or interest thereon or any installment of taxes, or of interest on the first deed of trust when and as the same shall become due and payable, or upon default being made in the payment, after demand therefor, of any money advanced as herein provided for, or of any proper cost, charge, commission, or expense in and about the same, then and at any time thereafter the said parties of the second part the survivor of them, or the trustee acting in the execution of this trust shall have the power and

it shall be their or his duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the parties of the second part, the survivor of them, or the trustee acting the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost, of the purchaser, or purchasers thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale or sales; Firstly, to pay all proper costs, charges, and expenses, including all fees and costs herein provided for, and all moneys advanced for taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission of five per centum on the amount of the said sale or sales: Secondly, to pay whatever may then remain unpaid of said promissory note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, Lastly, to pay the remainder of said proceeds, if any there be, to said party of the first part, its successors or assigns, upon the delivery and surrender to the purchaser, his, her or their heirs or assigns, of possession of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.

And, the said party of the first part does hereby agree at its own cost, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid to keep the said improvements insured against loss by fire in the full sum of Five Thousand ($5,000.00) dollars, in the name and to the satisfaction of the parties of the second part, or substituted trustee, in such fire insurance company or companies as the said parties of the second part may select, who shall apply whatever may be received therefrom to the payment of the matter hereby secured, whether due or not, unless the party entitled to receive shall waive the right to have the same so applied; and also to pay all taxes and assessments, both general and special, that may be assessed against, or become due on said land and premises during the continuance of this trust and that upon any neglect or default to so insure, or to pay taxes and assessments, any party hereby secured may have said improvements insured and pay said taxes and assessments, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of six per centum per annum from the time of such payment.

And, it is further agreed that if the said property shall be advertised for sale, as herein provided, and not sold, the trustee or trustees acting shall be entitled to one-half the commission above provided, to be computed on the amount of the debt hereby secured.

And, the said party of the first part covenants that it will warrant specially the land and premises hereby conveyed, and that it will execute such further assurances of said land as may be requisite or necessary.

In Testimony Whereof, the said Lombardy Shores, Inc., has signed, and caused these presents to be signed with its corporate name by Earle J. West, its President, with its corporate seal attached hereto, attested by Marian G. Donehoo, its Secretary, and does

hereby constitute and appoint the said Earle J. West its true and lawful attorney in fact to acknowledge these presents as the act and deed of said corporation.

Attest: (Corporate Seal) Lombardy Shores, Inc. (Seal)

Marian G. Donehoo, By: Earle J. West

Secretary. President.

United States of America, District of Columbia, to wit:

I, Jessie G. Lane a Notary Public, in and for the District of Columbia DO HEREBY CERTIFY that Earle J. West, attorney in fact for Lombardy Shores, Inc., party to a certain Deed bearing date on the 26th day of February A. D. 1936, and hereunto annexed, personally appeared before me, in said District, the said Earle J. West, being personally well known to me as the person who executed the said Deed, and acknowledged the same to be the act and deed of said Corporation.

Given under my hand and seal this 26th day of February A. D. 1936.

(Notarial Seal) Jessie G. Lane

Notary Public, D.C.

District of Columbia, to-wit:

I Hereby Certify, that on this 26th day of February in the year nineteen hundred and thirty-six, before me, the subscriber, a Notary Public in and for the District of Columbia, personally appeared Hugh A. Thrift, 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) Frank J. Greenwalt

Notary Public, D.C.

Bond -- Filed & Approved this 24" day of June, 1936. Frank A. Munroe, Clerk.

Know All Men By These Presents:

That we, J. S. Gruver and Fulton R. Gruver, 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 Fifteen Thousand ($15,000.00) 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 18" day of June in the year of our Lord Nineteen hundred and thirty-six.

Whereas, the above bounden J. S. Gruver and Fulton R. Gruver, Trustees by virtue of the power contained in a Deed of Trust from Lombardy Shores, Inc. to J. S. Gruver and Fulton R. Gruver, Trustees bearing date the twenty-sixth day of February, 1936 and recorded among the Land records of Anne Arundel County in Liber F. A. M. No. 148 Folio 266 and by Order of the Circuit Court for Anne Arundel County dated the 27th day of May in the year 1936, the said Trustees were authorized and directed to make sale of the property mentioned in the above mentioned Deed of Trust, and are about to sell the land and premises described in said mort-

gage, 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. S. Gruver and Fulton R. Gruver, Trustees do and shall well and truly and faithfully perform the trust reposed in them under the Deed of Trust 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. S. Gruver and Fulton R. Gruver, Trustees have hereto set their hands and seal-s and the said body corporate has caused these presents to be duly signed by its 18", attested by its June, the day and year first herein above written.

Signed, Sealed and Delivered
in the presence of
R. L. Davis
As to both
Witness:
By Chris A. Ebeling,Jr.

J. S. Gruver (Seal)
Fulton R. Gruver(Seal)
(Corporate Seal)
Fidelity and Deposit Company of Maryland
By: L. C. Rosenkrans,
Attorney-in-Fact.

In the Matter of the
Trust Estate of Lombardy
Shores, Inc.

No. 7179 Equity.
In The Circuit Court For
Anne Arundel County.

Statement of Mortgage Claim. -- Filed June 29" 1936.

Washington, D. C.,May 27, 1936.

I hereby certify that I have an actual monetary interest of Five Thousand ($5,000.00) Dollars in the property known as "The Oaks", formerly owned by a Mr. Stellwagen, and now in the name of Lombardy Shores, Incorporated,
For a more particular description of said property, reference is made to a certain deed dated February 14, 1936, recorded March 3, 1936, in Liber #148, Folio 258.

I have invested this sum of Five Thousand ($5,000.00) Dollars in cash in a second deed of trust note dated February 26, 1936, and secured on the above-described property. There is accumulated interest from February 26, 1936, at six per cent per annum, said note having matured May 26, 1936.

Hugh A. Thrift

District of Columbia, to-wit:

I certify that on this twenty-seventh day of May, 1936, before the subscriber, a Notary Public in and for the District of Columbia, personally appeared Hugh A. Thrift, and duly acknowledged the aforegoing statement to be his act.

(Notarial Seal) Martha F. Fansler
Notary Public, D. C.

In the Matter of the
Trust Estate of Lombardy
Shores, Incorporated.

No. 7179 Equity.
In The Circuit Court For
Anne Arundel County.

Report of Sale, Purchaser's Agreement and Auctioneer's Certificate.

Filed July 7" 1936

To the Honorable the Judges of said Court.

The Report of Sale of J. S. Gruver and Fulton R. Gruver, Trustees named in a Deed of Trust filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Deed of Trust from Lombardy Shores, Incorporated, dated the 26th day of February in the year 1936 and recorded among the land record books of Anne Arundel County in Liber F. A. M. No. 148 folio 266, the said J.S. Gruver and Fulton R. Gruver, Trustees 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 Deed of Trust and of the law for such cases made and provided, offered the property in said Deed of Trust described at public auction, at the Court House Door in the City of Annapolis, Maryland on Tuesday, June 30, 1936 at 11:15 o'clock, A. M., and then and there sold the said property to Hugh A. Thrift at and for the sum of Five hundred dollars ($500.00) subject to the lien of a prior mortgage securing the payment of the principal sum of Twelve thousand dollars ($12,000.00) and interest, he being at that figure the highest bidder therefor, said property being the following, all that lot situate in the Seventh Election District of Anne Arundel County, Maryland, on the County Road leading from Galesville to Shadyside, and fronting on West River, containing 134.91 acres, more or less, which is particularly described by metes and bounds, courses and distances in the deed thereof from Martillus L. Todd and wife to Edward J. Stellwagen, dated October 22, 1921, and recorded among the Land Records of Anne Arundel County, in Liber W. N. W. No.48 folio 417; save and excepting therefrom, however, all that parcel of said land containing 6.7 acres, more or less, which was conveyed by the said Edward J. Stellwagen and wife to Basil K. Dawson and wife, by deed dated January 31, 1930m and recorded among said Land Records in Liber F. S. R. No. 69, folio 71, in which deed said land is particularly described by metes and bounds, courses and distances, leaving in the tract hereby conveyed 128.21 acres, more or less. Being the identical property which was conveyed unto the said Lombardy Shores, Inc, by the Union Trust Company of the District of Columbia, Trustee and Executor under the Will of Charlotte M. Stellwagen, deceased, et al, by deed dated February 26, 1936 and recorded among the land record books of Anne Arundel County in Liber F. A. M. No. 148 folio 258.

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

Terms of Sale: A deposit of five hundred dollars ($500.) will be required of the purchaser or purchasers at the time of sale, and the balance of the purchase money, with interest thereon at six percent per annum, to be paid in cash upon final ratification of sale. Taxes and other expenses to be adjusted to day of sale.

Respectfully submitted.

J. S. Gruver

Fulton R. Gruver,
Trustees.

District of Columbia, City of Washington, to wit:

I hereby certify that on this 2nd day of July, in the year 1936, before me the

subscriber a Notary Public of the District of Columbia in and for the City aforesaid, personally appeared J. S. Gruver and Fulton R. Gruver, Trustees 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) Martha F. Fansler

Notary Public, D.C.

Advertisement of Sale

Trustees' Sale of valuable improved Real Estate situated on West River in the Seventh Election District of Anne Arundel County, Md., on the State Road leading from Quaker Burying Ground towards Shadyside.

Under and by virtue of the power of Sale contained in a Deed of Trust from Lombardy Shores, Inc., dated February 26, 1936, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 148 folio 266, and by Order of the Circuit Court for Anne Arundel County dated May 27, 1936, and default having occurred thereunder, the undersigned will offer at Public Sale at the Court House door, in the City of Annapolis, on Tuesday, June 30, 1936 at 11:15 o'clock A. M. the following described property, to wit:

All that tract of land situate in the Seventh Election District of Anne Arundel County, Maryland on the County Road leading from Galesville to Shadyside, and fronting on West River, containing 134.91 acres, more or less, which is particularly described by metes and bounds, courses and distances in Deed from M. L. Todd and wife to Edward J. Stellwagen dated October 22, 1921 and recorded among the Land Records of Anne Arundel County in Liber W. N.W. No. 4 folio 417; SAVE AND EXCEPTING HOWEVER, all that parcel of said land containing 6.7 acres, more or less, which was conveyed by the said Edward J. Stellwagen and wife to Basil K. Dawson in Liber F. S. R. No. 69 folio 71, in which deed said land is particularly described by metes and bounds, courses and distances, leaving in the tract to be sold 128.21 acres, more or less.

Said property is subject to the lien of a prior mortgage securing the payment of the principal sum of Twelve thousand dollars ($12,000.00) and interest.

Said property is improved by a two and one-half story frame dwelling containing 14 rooms and 2 baths, 3 cottages each containing 5 rooms with running water, stable and barn, and is on the head water of West River with about one-half mile of waterfront, and has a beautiful oak grove.

This property is adaptable to a beautiful country home or a waterfront development and is on a State Road.

Terms of Sale: A deposit of five hundred dollars ($500.00) will be required of the purchaser or purchasers at the time of sale, and the balance of the purchase money, with interest thereon at six percent per annum, to be paid in cash upon final ratification of sale. Taxes and other expenses to be adjusted to day of sale.

For further particulars, apply to

J. S. Gruver
Fulton R. Gruver
Trustees, Washington, D.C. or
Eugene P. Childs, Atty.
14 Church Circle, Annapolis, Md.

Annapolis, Maryland, June 30, 1936

This is to certify that I have this 30th day of June in the year 1936, sold the property described by said advertisement in the Seventh Election District of Anne Arundel County and more particularly described by said advertisement to Hugh A. Thrift, at and for the sum of Five hundred ($500.00) Dollars, he being then and there the highest bidder for said property.

Witness: Asa A. Joyce,Auctioneer

Wilhelmina P. Hopkins

Annapolis, Maryland, June 30,1936

I hereby certify that I have this 3oth day of June in the year 1936, purchased from J. S. Gruver and Fulton R. Gruver, Trustees the property situated in the Seventh Election District of Anne Arundel County, and described more particularly by said advertisement, at and for the sum of Five hundred ($500.00) Dollars and do hereby agree to comply with the terms of sale.

Hugh A. Thrift, Purchaser.

Per W.P.H.

ORDER NISI.

Ordered, this 7th day of July, 1936, that the sale of the property mentioned in these proceedings made and reported by J. S. Gruver and Fulton R. Gruver, Trustees be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of August next; provided, a copy of the Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of August next.

The Report states that the amount of sale to be $500.00

Frank A. Munroe, Clerk.

Certificate of Publication Annapolis, Md., August 12, 1936

We hereby certify, that the annexed Order Nisi - Sale - Equity - 7179 - Lombardy Shores, Inc. 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 August, 1936. The first insertion being made the 9th day of July, 1936.

The Capital-Gazette Press, Inc.

By Adaline S. Moss.

Ordered, by the Court, this 14" day of September, 1936, 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 they shall produce vouchers for to the Auditor.

Linwood L. Clark, A. J.

In the Matter of the Trust Estate of Lombardy Shores, Inc.

No. 7179 Equity.

In The Circuit Court For Anne Arundel County.

Auditor's Report and Account --Filed Oct. 15th 1936.

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Noah A. Hillman, Auditor.

Dr. In the Matter of the Trust Estate of Lombardy Shores, Incorporated in ac. with J. S. Gruver and Fulton R. Gruver, Trustees.

To Trustees, Commission at 5%, per Deed of Trust	$	$ 25.00
To Trustees for Court Costs, viz:		
Plaintiff's Solicitor's Appearance fee	10.00	
Clerk of Court	14.60	
Auditor	9.00	33.60
To Trustees for Expenses, viz:		
Capital-Gazette Press, advertising sale	28.00	
Capital-Gazette Press, Order Nisi on Sale	5.00	
Capital-Gazette Press, Order Nisi on Aud.Acct.	5.00	
Asa A. Joyce, Auctioneer	10.00	
D. M. Lea, Inc., Bond premium	51.00	
Martha F. Fausler, Notary fees	.50	99.50
To J. S. Gruver & Fulton R. Gruver, Trustees, on account Mortgage Claim, per statement filed		341.90
		$500.00

Amount of Mortgage Claim, per statement,adjusted	$5165.63	
Amount allowed on account Mortgage Claim	341.90	
This Balance, subject to decree in personam	$4823.73	

Cr. June 30, 1936 Proceeds of Sale $500.00
(Subject to lien of prior Mortgage)

ORDER NISI.

Ordered, This 15th day of October, 1936, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 16th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of November next.

Frank A. Munroe, Clerk.

Certificate of Publication Annapolis, Md.

We hereby certify, that the annexed Order Nisi - Sale - Equity Lombardy Shores, Inc. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for successive weeks before the day of ,19 The first insertion being made the day of

In the Circuit Court, this day of ,19 , 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.

J. Oliver Clark, Assignee	:	No. 8131 Equity.
VS.	:	In The Circuit Court For
Eugene O. League and Henrietta L. League, his wife.	:	Anne Arundel County.

Mr. Clerk:

Please docket the within foreclosure and file the within Original Mortgage and the within affidavit (Plaintiff's Exhibit No. 2), the said Henrietta L. League, the present owner of the mortgaged property having acquired said property through the death of her husband, the said Eugene O.League, and the said Henrietta L. League is not now in the military service of the United States as defined in the Soldiers' and Sailors' Civil Relief Act of 1940, nor has she been in such service within three months prior hereto, which will appear from the within affidavit.

J. Oliver Clark, Assignee.

Order to Docket Suit, Original Mortgage and Affidavit. -Filed Jan. 22", 1941.

This Mortgage, Made this 15th day of February 1935, by and between Eugene O. League and Henrietta L. League, his wife of Anne Arundel County, State of Maryland, Mortgagors, and Home Owners' Loan Corporation, Mortgagee.

Ef

Whereas, the Mortgagors are indebted unto the Mortgagee in the sum of Two Thousand and No/100 Dollars, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagee their joint and several promissory note of even date herewith for said sum of Two Thousand and No/100 Dollars, with interest to accrue thereon at the rate of Five per centum per annum, which sum with interest the Mortgagors hereby covenant to pay to the Mortgagee at its office in Baltimore, Md. in monthly instalments of $15.82 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance; and

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

Whereas, said Mortgagors are desirous of securing the prompt payment of said mortgage debt

with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

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

All that lot of ground situate in the Second Election District of Anne Arundel County, and more particularly described as follows:

Beginning for the same at a point on the southwest side of Randall Street distant 200 feet in a westerly direction from the southwest corner or intersection of said Street and Giddings Avenue, said point being where the division line between lots Nos. 8 and 10 intersect said street, and running thence with said division line in a southwesterly direction 150 feet to the northeast line of an alley lying between Annapolis and Randall Streets; thence with the northeast line of said alley and parallel with said street in a westerly direction for the distance of 50 feet to a point in the division line between lots Nos. 10 and 12; thence with said division line in a northeasterly direction for the distance of 150 feet to the line of Annapolis Street, and thence with said line in an easterly direction for the distance of 50 feet to the place of beginning.

Being lot No. 10 Block 6 Aldridges Revised Plat of West Annapolis, recorded in S. H. 41 folio 126.

Being the same property conveyed to the said Eugene O. League and Henrietta L.League, his wife, by deed from Ida M. League, Widow, dated May 2, 1917, and recorded among the Land Records of Anne Arundel County in Liber G. W. 136 folio 319.

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, agreement, 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 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 made of said principal, costs, expenses and commission.

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

Witness the hands and seals of the Mortgagors.

Test:Augusta M. Brown — Eugene O. League (Seal)

As to Both — Henrietta L. League (Seal)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that on this 15th day of February, 1935, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Eugene O. League and Henrietta L. League, 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 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 31st day of December, 1940.

Witness: (Corporate Seal) Charles B. Lyddane,

Edward C. Golder — Regional Treasurer.

Received for Record 22 day of Jany. 1941, at 3 o'clock P. M. and the same day recorded in Liber F. A. M. No. 135, Fol. 372, Land Records of Anne Arundel County.

John H. Hopkins, 3rd.,Clerk.

Plaintiff's Exhibit No. 2

(AFFIDAVIT SHOWING MILITARY STATUS (for use at time of commencement of foreclosure proceedings)

State of Maryland Anne Arundel County, to wit:

On this 22nd day of January, 1941, before me, the subscriber, a Notary Public of the

State of Maryland, in and for Anne Arundel County personally appeared J. Oliver Clark who being by me duly sworn according to law, deposed and said;

That he is the Attorney for Home Owners' Loan Corporation in this proceeding; that Henrietta L. League is the owner of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that Eugene O. League died several years ago and that Henrietta L. League, his wife, the present owner of the said property, is approximately 65 years of age, she being the widow of the said Eugene O. League, and that she is now a housewife and that her present address is c/o Mrs. Boyd Foust, West Annapolis, Maryland, and that said owner is not now, in the military service of the United States as defined in the Soldiers' and Sailors' Civil Relief Act of 1940, nor have they been in such service within three months prior hereto.

J.Oliver Clark,Affiant.

Sworn to, acknowledged and subscribed to
before me the day and year first above written.

(Notarial Seal) Margaret E. Branzell

Notary Public.

My Commission Expires May 5th,1941

J. Oliver Clark, Assignee

vs.

Eugene O. League and Henrietta L. League, his wife.

No. 8131 Equity.

In The Circuit Court For

Anne Arundel County.

Bond --Filed & Approved this 31st. day of Jany. 1941.. John H.Hopkins,3rd.,Clerk

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 28th day of January in the year of our Lord nineteen hundred and forty-one.

Whereas, the above bounden J. Oliver Clark by virtue of the power contained in a mortgage from Eugene O. League and Henrietta L. League, his wife to Home Owners' Loan Corporation bearing date the 15th day of February, 1935 and recorded among the mortgage records of Anne Arundel County in Liber F. A. M. No. 135 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
Margaret E. Branzell
As to Surety:
By I. Grant

J. Oliver Clark (Seal)
(Corporate Seal) Fidelity and Deposit Company of Maryland
By E. V. Shockley,
Attorney-in-Fact.

Statement of Mortgage Claim.-- Filed January 31st., 1941.

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

Loan 18-15-c-1462

Date of original loan	2-15-35	
Original Amount of Loan		2000.00
Advances: 1939 State & County Taxes		56.02
1940 State & County Taxes		54.62
Total of Original Loan and Advances		2110.64
Applied to Principal		532.34
Principal Balance Due		1578.30
Unpaid Interest due as of 1-31-41		47.50
Total Amount Due	1-31-41	1625.80

George R. Davis
Deputy, Regional Accountant.

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 30th day of Jan in the year nineteen hundred and Forty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared George R. Davis Deputy 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.

J. Oliver Clark, Assignee
vs.
Eugene O. League and Henrietta
L. League, his wife

No. 8131 Equity.
In The Circuit Court For
Anne Arundel County.

Report of Sale and Affidavit --Filed Feby. 4", 1941.

To The Honorable, The Judge 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 Eugene O. League and Henrietta L. League, his wife, dated the 15th day of February, 1935, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 135 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 31st, 1941 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 Fifteen Hundred Dollars ($1500.00), it being at that figure the highest bidder therefor, the said property being the following:

All that lot of ground situate in the Second Election District of Anne Arundel County,Maryland, and more particularly described as follows:

Beginning for the same at a point on the Southwest side of Randall Street distant 200 feet in a Westerly direction from the Southwest corner or intersection of said Street and Giddings Avenue, said point being where the division line between Lots Nos. 8 and 10 intersect said street, and running thence with said division line in a Southwesterly direction 150 feet to the Northeast line of an alley lying between Annapolis and Randall Streets; thence with the Northeast line of said alley and parallel with said street in a Westerly direction for the distance of 50 feet to a point in the division line between Lots Nos. 10 and 12, thence with said division line in a Northeasterly direction for the distance of 150 feet to the line of Annapolis Street, and thence with said line in an Easterly direction for the distance of 50 feet to the place of beginning.

Being Lot No. 10 Block 6 Aldridges Revised Plat of West Annapolis, recorded in S. H. No. 41 folio 126.

Being the same property conveyed to the said Eugene O. League and wife by deed from Ida M. League, widow, dated May 2, 1917, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 136, folio 319.

Improvements consist of 2 story detached frame dwelling, containing 9 rooms, 1 bath and 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.

(3). And that the said Henrietta L. League, the present owner of the said mortgaged property, having acquired said property through the death of her husband, the said Eugene O. League, was not in the military service of the United States as defined by the Soldiers and Sailors' Civil Relief Act of 1940 at the time of said sale, nor was she in such service within the period of three months prior thereto, which will appear from an affidavit marked "Plaintiff's Exhibit No. 3", and filed herewith as a part of this Report of Sale.

Respectfully submitted.

J. Oliver Clark, Assignee

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 3rd day of February, 1941, 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 4th., day of February, 1941, that the sale of the real estate mentioned in these proceedings, made and reported by J. Oliver Clark, Assignee, be ratified and conformed unless cause to the contrary thereof be shown on or before the 7th., day of March, 1941; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 7th day of March, 1941.

The Report states the amount of sale to be Fifteen Hundred Dollars ($1500.00).

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., March 17, 1941.

We hereby certify, that the annexed Order Nisi - Sale - League - No. 8131 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 7th day of March, 1941. The first insertion being made the 6th day of February, 1941.

The Capital-Gazette Press, Inc.

By Ruth Gott.

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 18th day of March, 1941, 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.

Plaintiff's Exhibit No. 3

AFFIDAVIT SHOWING MILITARY STATUS (to be filed with Report of Sale of mortgaged property)

State of Maryland, Anne Arundel County, to wit:

On this 1st day of February, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared J. Oliver Clark who being by me duly sworn according to law, deposed and said;

That he is the Attorney for Home Owners' Loan Corporation in this proceeding; that Henrietta L. League was the owner of the mortgaged property referred to in the accompanying Report of Sale at the time of said sale; and upon diligent inquiry it has been found that Eugene O. League died several years ago and that Henrietta L. League, his wife, the present owner of the said property, is approximately 65 years of age, she being the widow of the said

Eugene O. League, and that she is now a housewife and that her present address is c/o Mrs. Boyd Foust, West Annapolis, Maryland, and that said owner was not in the military service of the United States as defined in the Soldiers' and Sailors' Civil Relief Act of 1940 at the time of said sale, nor was (were) he (she or they) in such service within the period of three months prior thereto.

Sworn to, acknowledged and subscribed before me the day and year first above written,

J. Oliver Clark
Affiant

Margaret E. Branzell (Notarial Seal)
Notary Public.

My commission expires May 5th,1941.

J .Oliver Clark, Assignee
vs.
Eugene O. League and Wife.

No. 8131 Equity.
In The Circuit Court For
Anne Arundel County.

Auditor's Report and Account -- Filed April 10th., 1941.

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. J. Oliver Clark, Assignee, vs. Eugene O. League and Wife in ac. with J. Oliver Clark, Assignee.

To Assignee for fee in lieu of commissions	$50.00	$50.00
To Assignee for Court costs, viz:		
Clerk of Court - costs	24.75	
Auditor	9.00	33.75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	23.25	
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	
Capital-Gazette Press - auditor's acct.	5.00	
George W. Scible - auctioneer	10.00	
Fidelity & Deposit Co.- bond prémium	10.00	
M. E. Branzell - notary fee	.50	
One-half Federal revenue stamps	.82	
One-half State revenue stamps	.75	60.07
To Assignee for Taxes, viz:		
1941 State & County taxes ($50.59-adj)		4.34
To Home Owners Loan Corporation, mortgagee-		
this balance on account mortgage claim		1,351.84
		$1,500.00

To Amount brought forward $1500.00

Amount of mortgage claim filed $1,625.80

Cr. Amount allowed as above 1,351.84

Balance subject to decree in personam $ 273.96

Cr.

Jan. 31, 1941 Proceeds of Sale $1,500.00

ORDER NISI.

Ordered, This 10th., day of April, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 12th day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th., day of May next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., May 12, 1941

We hereby certify, that the annexed Order Nisi - Eugene O. League & wife was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th., day of May, 1941. The first insertion being made the 17th., day of April, 1941.

The Capital-Gazette Press, Inc.

By Ruth Gott.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 20th., day of May, 1941, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no ~~cause~~ to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,

Judge.

ExParte: : No. 8185 Equity.

Application of Rowland E. Miles, : In The Circuit Court For

et al., etc. : Anne Arundel County.

:

Exh. #1 with testimony June 12, 1941, J.D.S. Filed June 26th., 1941.

Int. Rev Stamp .50 Md. State stamp .20

This Deed made this 19th day of June in the year nineteen hundred and forty by Joseph E. Hall and Adda M. Hall, his wife, of Anne Arundel County, of the first part and Rowland E. Miles, Trustee for Florence Patricia Miles, of Anne Arundel County __ , of the second part, all of the State of Maryland:

That for and in consideration of the sum of ten dollars, current money, in hand paid by the said party of the second part to the said parties of the first part, at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good and valuable considerations, them thereunto moving, the said Joseph E. Hall and Adda M. Hall, his wife, have bargained and sold and by these presents do grant and convey unto the said Rowland E. Miles, Trustee for Florence Patricia Miles, his successors and assigns, in fee simple:

Ex All that lot, part of a lot, piece or parcel of ground situate lying and being in the Second Election District of Anne Arundel County aforesaid, on Old Place Creek side of Long Point on the Severn River and described as follows according to a survey and plat made by J. Revell Carr, Surveyor, July nineteen hundred and thirty-seven, that is to say:

Beginning for the same at an iron pipe heretofore set on the Southerly side of a 20.0 foot road laid out as a right of way leading through the whole tract hereinafter mentioned to the public main road, the said iron pipe and place of beginning is at the Northwest corner of a 55.0 foot lot of ground heretofore conveyed by Joseph E. Hall and Adda M. Hall, his wife, to Rowland E. Miles and Mae D. Miles, his wife, by deed dated October the seventh, Nineteen hundred and thirty-five, and recorded in Liber F. S. R. No. 145, folio 76, the said iron pipe and place of beginning is also at the end of the first line of the said last mentioned conveyance to the said Rowland E. Miles and wife, thence running from the beginning point so fixed, with the prolongation of the said mentioned first line, North 33 degrees 07 minutes East 103.5 feet more or less, to an iron pipe now set on the tide lines of Old Place Creek, which said iron pipe is intended to be the Northeast corner of a lot of ground heretofore conveyed to Spencer Boblitz by the said mentioned Joseph E. Hall, thence running with the said tide lines in a Southeasterly direction 55.0 feet, thence leaving said tide lines of the said Old Place Creek and running parallel with the first line of this description, so as to be in the prolongation of the third line of the aforementioned conveyance to Rowland E. Miles and wife, South 33 degrees 07 Minutes West 103.0 feet more or less to an iron pipe heretofore set on the South side of the said 20.0 foot road or right of way, which said iron pipe is at the beginning of the said last mentioned third line, and also at the end of the second line of the said last mentioned conveyance to Rowland E. Miles and wife, thence running with and reverse of the said second line and along the Southerly side of the said 20.0 foot road or right of way North 62 degrees 05 minutes West 55.0 feet to the place of beginning.

Being a portion of that tract of ground described in a deed from Frank D. Kyle and wife to Joseph E. Hall and wife, by deed dated September the fifteenth, Nineteen hundred and fourteen, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 108 folio 452.

The above described lot is according to a survey and plat made by J. Revell Carr, July, nineteen hundred and thirty-seven.

Note:--

The above described lot is subject to the above mentioned 20.0 foot road or right of way leading through the aforesaid whole tract to the public main road.

Together with the buildings and improvements thereupon erected made or being and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining, subject however, to the covenants and restrictions as follows :

(1) That only one detached single dwelling, to cost not less than __ dollars, and to be used exclusively for residential purposes, except in the lots designated as business zones, shall be erected on each lot, that garages for storage only of not more than two cars may be erected thereon, and such dwelling or garage shall be at least twenty five feet from the street or road upon which the lot fronts.

(2) That said lot or premises or the buildings thereon or to be erected thereon shall not be sold, conveyed leased or rented to any Mongolian or person or persons of African blood, nor used or occupied by any such except as servants.

(3) That no open privy, or toilet shall be erected or maintained on the premises, and all sewage and waste water shall be conducted in a sanitary manner into a cesspool or septic tank, which shall be of brick or other equally substantial material and lined with cement, and shall be made and maintained at all times water tight and free from seepage and overflow at all times.

(4) That no spirituous ar fermented liqours shall be made or sold upon said premises or buildings erected or to be erected thereon.

(5) That no swine, horse or cow shall be kept upon the premises and no nuisance shall be maintained which shall be offensive or injurious to any lot owner or owners.

(6) That no store or buildings for mercantile business shall be erected on said lot, except upon such lots as may be designated by the said parties of the first part, his, her or their heirs and assigns, for such purposes, nor shall any lot or part of a lot or building thereon or to be erected thereon be used for or connected with any business of any character.

To Have And To Hold the above described property with its appurtenances unto and to the proper use and benefit of the said Roland E. Miles, Trustee for Florence Patricia Miles, his successors and assigns, in fee simple.

And the said parties of the first part covenant that they will warrent specially the title to the property hereby conveyed and that they will execute such other and further assurances thereof as may be requisite.

Witness the hands and seals of the above named grantors on the day and and in the year first above written.

Test: Joseph E. Hall (Seal)

Mary L. DiMaggio Adda M. Hall (Seal)

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this 19th day of June, in the year nineteen hundred and forty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid personally appeared Joseph E. Hall and Adda M. Hall, his wife, and they acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial.

(Notarial Seal) Mary L. DiMaggio

Notary Public.

Recorded June 28, 1940, at 11 A. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing is truly taken and copied from Liber J. H. H. No. 220, folio 176, 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 20th day of June, A. D. 1941.

(Corporate Seal) John H. Hopkins, 3rd.,Clerk.

ExParte Application of Rowland E. Miles and Mae D. Miles, Trustees of Florence Patricia Miles, infant daughter to mortgage real estate.

No. 8185 Equity.

In the Circuit Court For Anne Arundel County.

Testimony on behalf of the Petitioner, June 12th.,1941. - Filed June 26"1941.

Present:-

Mr. Robert E. Kindred, Solicitor for Petitioner.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

Testimony Witnesses:

Rowland E. Miles, ---------- 2 to 5

Mae D. Miles, ---------- 6 to 7

Frances Lucile Hall, ---------- 8 to 9

Helen B. Yates, ---------- 10

Rowland E. Miles, a witness of lawful age, being first duly sworn, says:-

(Kindred) 1. State your name, your address and your occupation?

A. Rowland E. Miles, Crownsville P. O., located on Long Point, 2nd District of Anne Arundel County. I am a building Contractor, General repairs, etc.

2. Are you married? A. Yes.

3. Have you any children?

A. One child, Florence Patricia Miles, two years old June 4th.

4. What is your wife's name? A. Mae D. Miles.

5. Are you residing with your wife and child at this time? A. Yes.

6. You allege in your Bill of Complaint that on the 19th day of June, 1940 you and your wife gave to your infant daughter, Florence Patricia Miles, a lot of ground situate on Old Place Creek on the Severn, in the 2nd District of Anne Arundel County?

A. Yes.

7. Subsequent to that time have you made any improvements on that lot?

A. Yes. There was a rough place you might call a shack there. At the present time we have a five room house with a garage, they are the improvements we have made, it is a very livable house at the present time.

8. Is that a new house?

A. Not all of it, I built most of it myself, at first it was just a one room house, and at present time we have five rooms, and we are now making that our permanent home.

9. Who was the General Contractor at the time you built the house?

A. I did a good bit of the work myself and Thomas Carr did some of the work.

10. Who else worked on the house?

A. There were a number of men assited me, the electrical work was done by Dawson brothers, I am obligated to them for around $70, I am also obligated for the fire place to Baker and Son to the extent of $200, also to The Johnson Lumber Company for around $650, and to Thomas Carr, around $350, there were any number of men who assisted me, I paid them out of my own pocket.

11. What is the approximate amount of indebtedness on the property at this time?

A. It will run somewhere around $1200 approximately.

12. Are you making any other improvements on the land or on the premises at this time?

A. Yes, the grading of the ground, and the rain spout, water drainage, etc which will cost around $300, and I am going to purchase sufficient land to add to this to permit me to have the necessary right of way into my garage.

13. I hand you a deed dated the 19th day of June, 1940, between Joseph E. Hall and wife and yourself as Trustee for Florence Patricia Miles (who is your daughter), which deed is recorded among the Land Records of Anne Arundel County in Liber J. H. H. 220, folio 176, read from that deed the granting clause?--Filed as Exam. Exh.#1 Certified Copy of deed

A. I read as follows:- "Joseph E. Hall and Ada M. Hall have bargained and sold, and by these presents do grant and convey unto the said Rowland E. Miles Trustee for Florence Patricia Miles, his successors and assigns in fee simple."

14. Now I would like you to read from the habendum clause of the deed?

A. "To have and to hold the above described property, with its appurtenances unto and to the proper use and benefit of the said Rowland E. Miles, Trustee for Florence Patriciam Miles, his successors and assigns in fee simple".

15. You have read from the granting clause and the habendum clause of the deed, is there any part in this deed that gives you any particular powers as Trustee other than what you have read?

A. No.

16. Paragraph 3 of the Petition filed herein has a description of the property fully set out, as contained in the above mentioned Deed recorded in J. H. H. No. 220, folio 176, is that the same property which you purchased for your child, Florence Patricia Miles?

A. Yes it is.

17. How much did you pay for this land?

A. $275 for the lot.

18. Do you owe anything on the land at this time?

A. No, except for the improvements I have made.

19. The additional land you intend to purchase later do you intend to pay cash for that?

A. Yes.

20. How much do you approximate that cost will be? A. $50

21. On the 7th of May, 1941 by Order of the Circuit Court for Anne Arundel County you and your wife were appointed Guardians of your infant daughter, Florence Patricia?

A. Yes, it is the Order on the Petition in this case.

22. As such Guardian have you and your wife made an application for a loan on the real estate mentioned in these proceedings?

A. Yes.

23. To whom did you make the application?

A. To The Glenburnie Savings and Loan Association.

24. Has the loan been granted?

A. Yes, subject to the Court's ratification.

25. How much has the Association granted to you and Mrs. Miles?

A. $1400.00

26. Will that amount be sufficient to take care of all the indebtedness and pay off all the liens?

A. Yes, by my adding something to it.

27. Will that leave the property free and clear from any encumbrance whatsoever except the mortgage?

A. Absolutely.

28. You allege in your Petition that you are making the application to The Glenburnie Savings and Loan Association under the "A-Amortization Plan" which expires 100 months from the date of the mortgage, is that correct?

A. Yes.

29. Will you be able financially to meet the monthly payments of this mortgage?

A. Yes.

30. And to pay all taxes and other expenses, and insurance incident thereto?

A. Yes.

A. Yes.

31. Has your daughter, Florence Patricia Miles any income of her own?

A. No.

32. Does your child own any other real estate or does she have any property out of which these bills could be paid except this real estate?

A. No.

33. You are asking the Court to assume jurisdiction over your infant's property during her infancy?

A. Yes.

34. You want the Court to assume jurisdiction? A. Yes.

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

A. No.

Rowland E. Miles.

Mae D. Miles, a witness of lawful age, being first duly sworn, deposes and says:-

(Kindred.) 1. State your name and address and relationship to this suit?

A. Mae D. Miles, Crownsville P. O., I am the wife of the witness who just testified and the mother of Florence Patricia Miles.

2. Do you reside with your husband?

A. I reside with my husband at Long Point on the property mentioned in this proceeding.

3. You are acquainted with this property described herein about which he has just testified?

A. Yes, that is the same property in which we noew reside.

4. Have you jointly made application with your husband to The Glenburnie Savings and Loan Association for a loan of $1400?

A. Yes I have.

5. Has the loan been granted?

A. Yes, subject to ratification by the Court.

6. What is your husband's business?

A. General contractor.

7. Is he able to make the payments on this mortgage, to amoratize it within ten years?

A. Yes sir, well able.

8. Are you acquainted with the debts that are now on the property?

A. Yes, I know they are as he testified.

9. Were you appointed by the Circuit Court for Anne Arundel County as Guardian of your infant child, Florence Patricia Miles?

A. Yes. jointly with my husband on the 7th day of May, 1941 by the Order of this Court.

10. Are you willing to unite in the mortgage if the Court grants permission to you to execute it? A. Yes.

11. You are asking the Court to assume jurisdiction over your infant's property during her infancy?

A. That's right.

12. You want the Court to assume jurisdiction? A. Yes.

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

A. We felt that by moving to the country from our city apartment that we could lessen expenses and have a healthy, happier home for our daughter and that was our reason for making the improvements and finishing the house to make a comfortable home for her as well as for ourselves.

Mae D. Miles.

Frances Lucile Hall, a witness of lawful age, being first duly sworn, deposes and says:-

(Kindred) 1. State your name, residence and occupation?

A. Frances Lucile Hall, live on Long Point, Anne Arundel County, am a housewife.

2. Are you related to Joseph E. Hall and Adda Hall? A. I am.

3. Are you acquainted with the property owned by Florence Patricia Miles at Long Point on the Severn which is described herein?

A. Yes.

4. You have heard the testimony in this case? A. Yes.

5. Where do you live from this property, what relative position from this property?

A. I would say I was within a few blocks of them.

6. Are you familiar with the construction of this new house on that land?

A. Yes.

7. Rowland E. Miles testified that he had paid $250 for the lot and he has built a partly new home on that property, could you state to the Court, in your opinion, how much the land and that house is worth at this time?

A. I think the property is worth $3,000 considering its condition and location.

8. I hand you a Plat of the property purchased by Mr. Miles for his infant daughter, will you state to the Court how many feet this fronts on Old Place Creek?

A. It fronts 55 feet, more or less, on the Creek and runs 103 feet to the 20 foot road, it is approximately 55 X 103 feet and lies between this 20 foot road and the creek.

9. What kind of a house has it?

A. It has a built in garage and over that there are two bedrooms, and has a living room from the bedroom you come down into it, a kitchen and bath, and underneath the living room he plans a recreation room.

10. Would you say that all of these improvements were for the benefit and advantage of this infant child?

A. Yes.

11. Knowing as you do that the child has title to the property?

A. Yes, very much so.

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

A. No.

Frances Lucille Hall.

Helen B. Yates, a witness of lawful age, being first duly sworn, deposes and says:-

(Kindred) 1. State your name and residence and occupation?

A. Helen B. Yates, Long Point in Anne Arundel County, Md., I am a housewife

2. Are you acquainted with the parties to this proceeding?

A. Yes sir.

3. How long have you know them?

A. Approximately three months.

4. Have you heard the testimony in this case here this morning?

A. Yes I have heard them all.

5. Do you know whether or not Mr. and Mrs. Miles and their infant daughter live at this particular property?

A. Yes I know they do.

6. Where do you live in relation to their home?

A. I live right next door to them.

7. Then you are familiar with the construction of that property?

A. Yes I am.

8. Will you please state your opinion as to the value of the lot and the improvements , separately?

A. I understand they paid $250 for the lot and for the whole property it is my opinion it is worth at least $3500.

9. Can you give us the dimensions of this lot?

A. 55 X 103 facing on Old Place Creek the 55 feet and running back 103 feet to the 20 foot road.

10. It has been testified here it is necessary to borrow $1400 on this lot and improvements to pay off the indebtedness incident to the building or the reconstruction of the house there, would you say this was to the advantage of this infant child to mortgage this property for that?
A. Very definitely so, it is true.

To the general question under the rule the witness says:-
A. Nothing more.

Helen B. Yates.

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

Witness my hand and seal this 26th day of June, 1941.

Jno. S. Strahorn, Examiner. (Seal)

ExParte: Application of Rowland E. Miles and Mae D. Miles, Trustee and parents of Florence Patricia Miles, Cestui Que Trust and infant daughter to mortgage Real Estate.

No. 8185 Equity.
In The Circuit Court
For
Anne Arundel County.

Order and Decree -- Filed May 6" 1941

To The Honorable, The Judges of Said Court:

The application of Rowland E. Miles and Mae D. Miles, Trustee and parents of Florence Patricia Miles, infant, respectfully represents.

1. That Florence Patricia Miles, cestui que trust, is the infant daughter of Rowland E. Miles and Mae D. Miles.

2. That on the 19th day of June, 1940, the said Rowland E. Miles and Mae D. Miles gave to their infant daughter, Florence Patricia Miles a lot of ground situate on "Old Place Creek", Long Point on the Severn, and subsequent to the above date they have built a dwelling on said lot for the benefit of their infant child.

3. That by Deed dated the 19th day of June, 1940, Joseph E. Hall and Adda M. Hall, his wife, conveyed to Rowland E. Miles, as Trustee for said infant the lot of ground as mentioned above and more particularly described as follows:

All that lot, part of a lot, piece or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County aforesaid, on Old Place Creek side of Long Point on the Severn River and described as follows according to a survey and Plat made by J. Revell Carr, Surveyor, 1937, that is to say: Beginning for the same at an iron pipe heretofore set on the Southerly side of a 20.0 foot road laid out as a right of way leading through the whole tract hereinafter mentioned to the public main road, the said rion pipe and place of beginning is at the Northwest corner of a 55.0 foot lot of ground heretofore conveyed by Joseph E. Hall and Adda M. Hall, his wife, to Rowland E. Miles and Mae D. Miles, his wife, by Deed dated October the Seventh, 1935, and recorded in Liber F. S. R. No. 145, Folio 76, the said iron pipe and place of beginning is also at the end of the first line of the said last mentioned conveyance to the said Rowland E. Miles and wife; thence running from the beginning point so fixed, with the prolongation of the said mentioned first line, North 33 degrees 07 minutes East 103.5 feet, more or less, to an iron pipe now set at the tide lines of Old Place Creek, which said iron pipe is intended to be the Northeast corner of a lot of

ground heretofore conveyed to Spencer Boblitz by the said mentioned Joseph E. Hall, thence running with the said tide lines in a Southeasterly direction 55.0 feet; thence leaving said tide lines of the said Old Place Creek and running parallel with the first line of this description, so as to be in the prolongation of the third line of the aforementioned conveyance to Rowland E. Miles and wife, South 33 Degrees 07 minutes West 103.0 feet, more or less to an iron pipe heretofore set on the South side of the said 20.0 foot road or right of way, which said iron pipe is at the beginning of the said last mentioned third line, and also at the end of the second line of the said last mentioned conveyance to Rowland E. Miles and wife; thence running with and reverse of the said second line, and along the Southerly side of the said 20.0 foot road or right of way North 62 degrees 05 minutes West 55.0 feet to the place of beginning. Being a portion of that tract of ground described in a Deed from Frank D. Kyle and wife to Joseph E. Hall and wife by Deed dated September 15, 1914, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 108, folio 452.

Being the same lot of ground which was conveyed to Rowland E. Miles, Trustee for Florence Patricia Miles, by Joseph E. Hall and Adda M. Hall, his wife, by Deed dated the 19th day of June, 1940, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 220, Folio 176.

4. That the said Deed created a simple, passive or naked trust in the said Trustee, with no legal or equitable right to manage or exercise any control over the said infant's property.

5. That application has been approved by The Glen Burnie Savings & Loan Association to loan to said infant and her Trustee the sum of $1400.00 on said property, "A" Plan, Amoratization period eight and one third years at 6% per annum, payable principal and interest monthly.

6. That your Applicants will assume the above mortgage indebtedness and will see that the mortgage payments are promptly made, will keep the property in good repair and keep it insured against fire hazards, pay all taxes and other expenses incidental thereto.

7. That without the assistance of a mortgage loan the property may be lost to said infant, as neither Rowland E. Miles or Mae D. Miles, his wife, is able to finance said building and pay for labor and materials.

8. That to permit the property to be mortgaged aforesaid, which will enable your Applicants to liquidate all other indebtedness on said property, will be a benefit and an advantage to said infant.

9. That the Court may assume jurisdiction over the said infant's property.

TO THE END, THEREFOR:

(a) That this Honorable Court may assume full jurisdiction over the real estate of the said Florence Patricia Miles, during her infancy.

(b) That the said Rowland E. Miles and Mae D. Miles may be appointed Guardians of the person and estate of Florence Patricia Miles, during her infancy.

(c) That the said Rowland E. Miles as Trustee and Rowland E. Miles and Mae D. Miles, as Guardian, and both as individuals be authorized and empowered to execute a first mortgage, not exceeding $1400.00 in behalf of said infant on her real estate and improvements

mentioned herein, and on such terms and conditions as this Court may direct.

(d) That all court costs incident hereto may be paid by the said Applicants.

(e) That they may have such other and further relief as their application may require.

Rowland E. Miles

Mae D. Miles

Applicants.

And as in duty bound, etc.

R. E. Kindred

Solicitor for Applicant.

State of Maryland, Anne Arundel County: to wit:

I Hereby Certify, that on this 2nd day of May, 1941, before me, the subscriber, a Notary Public, of the State and County aforesaid, personally appeared Rowland E. Miles Trustee, as aforesaid, and Mae D. Miles, and each made oath in due form of law that the matters and things set forth in the within Application are true to the best of their knowledge, information and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) Viola Kindred

Notary Public.

ORDER AND DECREE.

Upon Application of Rowland E. Miles and Mae D. Miles, Trustee and parents respectively of Florence Patricia Miles, infant, It Is this 7th day of May, 1941, by the Circuit Court for Anne Arundel County, in Equity, Ordered and Decreed, that Rowland E. Miles and Mae D. Miles, his wife, be, and they are hereby appointed Guardian of the person and estate of Florence Patricia Miles, infant, during her infancy, without the necessity of filing a Bond;and

It Is Further Ordered and Decreed, that leave be granted to the Applicants to take testimony before one of the standing Examiners of this Court, to support the allegations of the Application.

Ridgely P. Melvin, A. J.

Order and Decree -- Filed July 2" 1941

Upon Application of Rowland E. Miles and Mae D. Miles, Legal Guardian of Florence Patricia Miles, infant, It Is Thereupon, this 2nd day of July, 1941, By The Circuit Court For Anne Arundel County, In Equity, Adjudged, Ordered and Decreed, that Rowland E. Miles and Mae D. Miles, Legal Guardian of said infant, be, and they are hereby authorized and empowered to execute in behalf of said infant a first mortgage upon the real estate set forth in these proceedings, conveying all interest and estate of said infant to The Glen Burnie Savings and Loan Association of Anne Arundel County, not to exceed Fourteen Hundred ($1,400.00) Dollars, for a term not exceeding one hundred months, proceeds from said mortgage to be used in paying all Court costs, mortgagee's costs, labor and materials, State and County Taxes and other assessments and any liens or encumbrances that might be on said real estate at this time.

Ridgely P. Melvin, A. J.

Ex Parte in the matter of the	:	No. 8196 Equity.
Adoption of	:	In The Circuit Court For
Marcel Andrew Vera an infant.	:	Anne Arundel County.
	:	

Mr. Clerk:-

Please file, etc.

Roscoe C. Rowe,

Solicitor for Petitioners.

Petition and order -- Filed May 28" 1941

To the Honorable, the Judge of said Court:

The petition of Samuel Salvadore Ortalano and Ruth Vera Ortalano, his wife respectfully represents unto your honor:-

1. That your petitioners are residents of Eastport, Maryland, the former being a resident for the past eighteen months and the latter about two months, the said Samuel Salvadore Ortlano, being a Pharmacist's Mate, 1st class, U. S. Navy and now doing duty at the U. S. Naval Dispensary, Naval Academy, Annapolis, Md.

2. That Marcel Andrew Vera, the infant mentioned in these proceedings, is six years old, having been born on August 27, 1934.

3. That the father of said infant, Miquel Vera, died February 13, 1937.

Eq 4. That the mother of the infant, Ruth Vera Ortalano, one of the within named petitioners, and the widow of Miquel Vera, was married to the petitioner Samuel Salvadore Ortalano September 28, 1940.

5. That your petitioner Samuel Salvadore Ortalano has no child of his own; that subsequent to his marriage to your petitioner Ruth Vera Ortalano, he 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, maintain and support the said infant; and that the adoption would be to the best interests and welfare of said infant.

6. That your petitioner Ruth Vera Ortalano, the mother of said infant, consents to the adoption of her said son, as prayed herein, reserving however to the said Ruth Vera Ortalano her natural rights as mother of said infant and the natural rights of the said Marcel Andrew Vera to its natural mother.

7. That your petitioners desire to have the said infant retain his present name, and that it would be to the advantage of said infant so to do.

TO THE END THEREFORE:-

That this honorable court may pass a decree declaring said infant child Marcel Andrew Vera, the adopted child of your petitioners Samuel Salvadore Ortalano and Ruth V.Ortalano.

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, Marcel Andrew Vera.

And as in duty bound, etc.,

Samuel Salvadore Ortalano

Ruth Vera Ortalano.

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

I hereby certify that on this 24th day of May, 1941, before me a Notary Public of the State of Maryland, in and for said County aforesaid personally appeared Samuel Salvadore Ortalano and Ruth Vera Ortalano, 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, Ruth Vera Ortalano, mother of Marcel Andrew Vera, and the wife of Samuel Salvadore Ortalano, hereby give my consent to the adoption of my son as prayed herein.

Ruth Vera Ortalano

U. S. Naval Dispensary,

Annapolis, Maryland, May 27, 1941.

I certify that I am personally acquainted with Samuel Salvadore Ortalano, Pharmacist's Mate, first class, U. S. Navy, and recommend the adoption as prayed herein, 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. P. Madden

Lieutenant, Medical Corps, U.S.Navy,

U. S. Naval Academy, Annapolis, Md.

ORDER.

This application being submitted and the petition and all the other proceedings being by the Court read and considered.

The Court being satisfied upon careful investigation that the best interests and welfare of the said Marcel Andrew Vera will be thereby promoted.

It is thereupon this 29th day of May in the year nineteen hundred and forty one by the undersigned, one of the Judges of this Court, and by the authority of this court, adjudged, ordered and decreed that the said Marcel Andrew Vera be and he is hereby expressly declared the adopted child of the said Samuel Salvadore Ortalano and Ruth Vera Ortalano, his wife, with all the rights vouchsafed under the laws of the State of Maryland.

And it is further ordered that the petitioners pay the costs of these proceedings to be taxed by the Clerk.

Ridgley P. Melvin, Judge.