FOR PREVIOUS PROCEEDINGS SEE EQUITY J.H.H. NO. 53, FOLIO 371 to 500, Inc.

IN THE MATTER OF THE TRUST ESTATE

OF

RAYMOND L. MOSS

No. 6275 Equity.

In the Circuit Court for

Anne Arundel County.

payments and in order to same his property assigned his contract to his step-son Ernest Osburn who has completed the payment in full with interest, the balance with interest amounting to $71.00.

Your petitioner therefore reports said sale and recommends its ratification.

Respectfully submitted.

Eugene P. Childs, Trustee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 21st day of July 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, Trustee and made oath in due form of law that the matters and facts above set forth are true to the best of his knowledge and belief and that said sale was fairly made.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Wilhelmina P. Hopkins,

Notary Public.

ORDER NISI.

Ordered, this 22" day of July 1941, that the sale of the real estate made and reported by Eugene P. Childs, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd 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 23" day of August next.

The report states that the amount of sales to be $150.00.

John H. Hopkins, 3rd, Clerk.

Certificate of Publication

Annapolis,Md. July 28, 1949

We hereby certify that the annexed Order Nisi-Sale Equity #6275-RAYMOND L. MOSS was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County,Maryland, once a weeks for 3 successive weeks before the 23rd day of August,1941,The first insertion being made the 24th day of July,1941.

The Capital Gazette Press, Inc.,
By R. L. Brown,

I hereby certify that I read the above copy in the issues of the Maryland Gazette hereon stated SWORN to this 28th day of July,1949.

Lillian R. French, Notary Public. (Notary Seal)

Order of Court

Ordered by the Court,this 29th day of July,1949 that the sale made and reported by the Trustee, be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi,passed in said cause; and the Trustee allowed the usual commissions and such proper exepnses as he shall produce vouchers for the Auditor.

Benjamin Michaelson,

Judge.

Filed July 29, 1949

Contract between Harry Ivery & wife & Childs, Trustee -- Filed Oct. 7" 1941.

This Contract made this 7" day of September in the year 1941 by and between Eugene P. Childs trustee of R. L. Moss Estate, party of the first part, and Harry Ivery and Tillie Ivery, his wife, parties of the second part.

Witnesseth, whereas the party of the first and second part are owners in common of the property hereinafter described and whereas the parties of the second part offered the sum of twelve hundred and fifty ($1250.00) dollars for the one half interest of the Moss Estate.

Now therefore in consideration of the premises and of the sum of one hundred ($100.00) dollars this day paid, the balance of eleven hundred and fifty ($1150.00) dollars to be paid upon the ratification of the sale by the Court, the said party of the first part does hereby agree to sell unto the parties of the second part at and for the sum of twelve hundred and fifty ($1250.00) dollars, all of the interest of the Moss Estate in and to that lot or parcel of land with improvements thereon situated near Camp Parole in the Second District of Anne Arundel County, being the same property conveyed unto Moss and Ivery by Nicholas H. Green, Assignee by Deed dated the 28th day September 1928 and recorded in F. S. R. No. 45 folio 53 one of the land record books of Anne Arundel County and in said Deed more particularly described.

Taxes to be adjusted to date of transfer.

Witness our hands and seals this 7" day of 1941.

Witness.

Harry Ivrey (SEAL)

Tillie Ivrey (SEAL)

Eugene P. Childs (SEAL)

Trustee R.L.Moss, Estate

Filed Oct. 7" 1941.

Report of Sale of property 2 1/2 acres near Shady Oaks Inn to Harry Ivrey & wife.

Filed Oct. 7" 1941.

To the Honorable the Judges of said Court:

The report of Eugene P. Childs, Trustee in the above Entitled case respectfully states.

(1) That among the properties none remaining belonging to the above Estate is a property containing two and one half (2 1/2) acres just south of Camp Parole on the road leading to south river bridge owned in common between the Moss Estate and Harry Ivery.

(2) That your Trustee has sold the Estate's interest in said property to Harry and Tillie Ivery at and for the sum of twelve hundred and fifty ($1250.00) dollars, one half of said property belongs to Harry Ivery by virture of common ownership.

(3) Your petitioner believes that the price represents a fair value of said property and recommends the same to the Court. Copy of contract is herewith filed.

Respectfully submitted,

Eugene P. Childs, Trustee

State of Maryland, Anne Arundel County, to Wit:

I hereby certify that on this day of 7" day of October in the year 1941 before me, the subsceiber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Eugene P. Childs, the above named Trustee and made oath that in due

form of law that the above report of sale is true to the best of his knowledge and belief and that said sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Mary Frances Worthington

Notary Public.

ORDER NISI.

Ordered, this 7" day of October 1941, that the private sale of the property mentioned in these proceedings made and reported by Eugene P. Childs, Trustee, Estate of R. L. Moss be ratified and confirmed, unless cause to contrary thereof be shown on or before the 8" 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 8" day of November next.

The report states that the amount of sales to be Twelve hundred and fifty ($1250.00) dollars.

John H. Hopkins, 3rd., Clerk.

Clerk's Fee $2.00

Contract of Sale 167 Green St. --- Filed Jany. 2" 1942.

This Contract made this 31st day of December in the year Nineteen hundred and forty-one, by and between EUGENE P. CHILDS, TRUSTEE of the Estate of Raymond L. Moss, party of the first part and CLARENCE E. FOUCHE and ELLA N. FOUCHE, his wife, parties of the second part, all of Anne Arundel County in the State of Maryland.

Witnesseth, that for and in consideration of the sum of SIX THOUSAND DOLLARS ($6,000.00), five hundred dollars ($500.00) of which is this day paid, the balance of fifty-five hundred dollars ($5500.00) to be paid upon the final ratification by the Court of this sale, the said Eugene P. Childs, Trustee as aforesaid does hereby agree to sell unto Clarence E. Fouche and Ella N. Fouche, his wife, as tenants by the entireties, their heirs and assigns, subject to the ratification of the Circuit Court of Anne Arundel County in the City of Annapolis, Maryland, all of that property known as No. 167 Green Street in the City of Annapolis, Maryland, and improved by a four story frame dwelling.

It being the same property conveyed unto Raymond L. Moss by William Martin Brady by deed recorded in F. S. R. No. 61 folio 409; See also deed from G. M. Tisdale recorded in W. M. B.

No. 16 folio 109, land Records of Anne Arundel County Maryland.

Taxes and rents to be adjusted to January 1, 1942.

Costs of title and transfer to be borne by the purchasers.

Witness the hands and seals of the above named parties.

Witness: Eugene P. Childs (SEAL)

Mary Frances Worthington Trustee of Raymond L. Moss

Witness: _____ Clarence E. Fouche (Seal)

Ella N. Fouche (Seal)

Filed Jany. 2" 1942.

IN THE MATTER OF THE TRUST ESTATE OF RAYMOND L. MOSS

No. 6275 Equity.
In the Circuit Court for
Anne Arundel County.

Report of Sale --- Filed Jany. 2" 1942.

TO THE HONORABLE THE JUDGES OF SAID COURT.

The report of Sale of Eugene P. Childs respectfully states.

1st. That by virtue of a power of sale contained in a Deed of Trust from Raymond L. Moss dated June 14th 1932 and recorded in F. S. R. No. 102 folio 349, the Trustee therein named was authorized and directed to sell the Real Estate of the said Raymond L. Moss.

2nd. That on September 1st 1933 Eugene P. Childs was appointed substituted Trustee in the place and stead of the Trustees named in said Deed of Trust, and on the 21st day of July 1941 the present Trustee was authorized by the Circuit Court for Anne Arundel County to sell the remaining properties, to the best advantage, either at public or private sale.

3rd. That your Trustee has sold at private sale the property known as No. 167 Green Street, improved by a four story frame dwelling, being the same property conveyed unto Raymond L. Moss by William Martin Brady, see F. S. R. No. 61 folio 409, see also Deed from G. M. Tisdale recorded in W. M. B. No. 16 folio 109, one of the land records for Anne Arundel County, unto Clarence E. and Ella N. Fouche at and for the sum of Six thousand dollars ($6000.00), the original contract being herewith filed, and prayed to be taken as a part hereof as though fully set forth herein.

4th. That the said purchasers are to take possession on January 1st and collect the rents from that date and to pay all expenses from that date. Such an arrangement was made necessary in order that the purchaser could put the property and particularly the plumbing in good and safe repair.

5th. Your petitioner believes the price represents the fair value of the property and and recommends same to the Court for ratification.

Respectfully submitted,

Eugene P. Childs

Trustee Raymond L. Moss Estate

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 2nd day of January in the year 1942 before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Eugene P. Childs, the above named Trustee and made oath in due form of law that the above report of sale is true to the best of his knowledge and belief, and that said sale

was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Mary Frances Worthington

Notary Public.

ORDER NISI.

Ordered this 2" day of January 1942 that the private sale of the property mentioned in these proceedings made and reported by Eugene P. Childs, Trustee, Estate of Raymond L. Moss be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd., 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 3rd., day of February next.

The report states the amount of the sale is six thousand dollars ($6000.00).

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

The Capital-Gazette Press, Inc.

Annapolis, Md., March 11, 1942

We hereby certify, that the annexed Order Nisi - Raymond L. Moss - 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 third day of February, 1942. The first insertion being made the third day of January, 1942.

The Capital-Gazette Press, Inc.

By Betty Pons

Ordered by the Court this 20th day of March 1942 that the sale made and reported by the Trustee aforesaid, be and the same is hereby ratified and confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the order Nisi passed in said cause, and the Trustee is allowed the usual commissions and such other and proper expenses as he shall produce vouchers to the Auditor therefor.

Ridgely P. Melvin, Judge.

Filed March 20, 1942.

Report and Account of Harry Ivrey. --- Filed January 29" 1942.

To the Honorable, the Judge of said Court:

The report of Harry Ivrey, Co-owner of certain property in the above cause, respectfully represents:

1. That, because of the incapacity and infirmities of the late Raymond L. Moss, formerly co-owner of certain properties in the above cause, your respondent was required to collect the rents, make repairs and in general manage and supervise certain property mentioned in this cause and owned jointly.

2. That your respondent attaches hereto a statement of the receipts and expenditures in connection with the management of said property, and he charges himself with the income, rents, etc., hereinafter set forth, and he craves allowances for the expenditures and disbursements as shown on said attached statement.

3. That your respondent files herewith certain tax receipts, insurance receipts and receipts for repairs that he has had in his possession, and avers that any payments of taxes for

which he craves allowance and for which receipts do not appear, may be verified in the office of the County Treasurer, and that the payments to the Enterprise Building and Loan Association, for which your respondent has no receipts other than the records of the Association, may be verified by referring to the records of the Enterprise Building and Loan Association, 15 School Street, Annapolis, Maryland.

4. That the attached statement is a true and correct statement of all receipts and disbursements of which your respondent has knowledge in connection with the management and supervision of the properties owned by him jointly with the said Raymond L. Moss.

Respectfully submitted.

Benjamin Michaelson
Attorney for Respondent.

Harry Ivrey,
Respondent.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of January, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Harry Ivrey, respondent, and he made oath in due form of law that the matters and things set forth in the foregoing report and statement are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Lina Johnson
Notary Public.

Annapolis, Maryland, Jany. 28, 1942

I, Edward A. Hesselbrock, Secretary of the Enterprise Federal Savings & Loan Association, formerly the Enterprise Building & Loan Association, do hereby certify that the ---------- copy of payments made by Mr. Harry Ivrey are true and correct to the best of my knowledge and belief.

Edward A. Hesselbrock.

Filed January 29" 1942.

Petition to refer Account of Harry Ivrey to Court Auditor and Order of Court thereon.

Filed Jan. 30th 1942.

To the Honorable, the Judge of said Court:

The petition of Eugene P. Childs, Trustee in the above entitled case, respectfully states.

1. That heretofore your Trustee secured an Order against Harry Ivrey requesting him to file a proper report in this case of all moneys collected for rents and etc., on all properties owned jointly by the said Harry Ivrey and the estate of Raymond L. Moss and all expenditures thereof.

2. That the said Harry Ivrey through his counsel, Benjamin Michaelson has just filed his account and your petitioner believes that said account should be audited by the Court Auditor and the charge for said audit be levied against the Estate of Raymond L. Moss.

3. That your petitioner has been trying for the last year to finally close the estate of the said Raymond L. Moss and wishes to have all accounts officially proved and passed upon by the Court Auditor.

To the end therefore, your petitioner prays the Court to direct that the account of

Harry Ivrey be turned over to the Court Auditor and direct her to make a report on her findings.

Respectfully submitted.

Eugene P. Childs, Trustee.

Ordered on the aforegoing petition this 30th day of January in the year 1942, that the account of Harry Ivrey be turned over to the Auditor of this Court for the purpose of making a report thereon.

Ridgely P. Melvin, Judge.

Filed January 30th 1942.

EXCEPTIONS to Sale of 2-1/2 acres south of Camp Parole on Road leading to the South River Bridge, filed October 7, 1941. Filed March 6" 1942.

To the Honorable, the Judges of said Court:

The Farmers National Bank of Annapolis by R. Tilghman Brice, lll, its Attorney, and the County Corporation of Maryland, by George E. Rullman, its Attorney, Judgment Creditors of Raymond L. Moss, excepts to the sale of the property mentioned in the Report of Sale filed in these proceedings on October 7, 1941, by Eugene P. Childs, Trustee, being the property owned by the late Raymond L. Moss and Harry Ivrey, as tenants in common, containing two and one-half (2-1/2) acres of land, south of Camp Parole on the road leading to the South River Bridge, the said interest of the said Raymond L. Moss having been sold to Harry Ivrey and Tillie Ivrey, his wife, at and for the sum of One Thousand Two Hundred Fifty ($1,250.00) Dollars, for the following reasons:

FIRST: That the purchase price as mentioned in the Report of Sale is inadequate.

SECOND: That by an Order of this Court dated the 21st day of July, 1941, and heretofore filed, the Trustee was required to file with his Report of Sale in the event of a private sale, a sworn statement of two persons familiar with real estate values in Anne Arundel County, that the price set forth in said report is fair and that a private sale would be to the best interest of said creditors. This Order has not been complied with in that there is no appraisal or sworn statement of two persons familiar with real estate values in Anne Arundel County filed with the Report of Sale to which these Exceptions are made.

THIRD: Your Exceptors further aver that the aforesaid sale has not been ratified and confirmed.

AND for other reasons to be stated at the hearing of these Exceptions.

All of which is respectfully submitted.

R. Tilghman Brice, lll, Attorney for
The Farmers National Bank of Annapolis.
George E. Rullman, Attorney for the
County Corporation of Maryland

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, That on this Sixth day of March in the year nineteen hundred and forty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CAREY L. MEREDITH, President of the Farmers National Bank of Annapolis, one of the judgment Creditors of Raymond L. Moss, and made oath in due form of law that the matters and things as set forth in the foregoing Exception are true and correct to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Beatrice A. Velenovsky

My Commission expires May 3, 1943. Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 5th day of March in the year nineteen hundred and forty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared J.ALLAN COAD, President of the County Corporation of Maryland, one of the Judgment Creditors of Raymond L. Moss, and made oath in due form of law that the matters and things as set forth in the aforegoing Exception are true and correct to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Catherine V. Gaigler

My Commission expires 5/4/43. Notary Public.

Filed March 6" 1942.

Certificate of Value of 167 Green Street. -- Filed March 20" 1942.

We the undersigned do hereby certify that we are familiar with the value of real Estate in Anne Arundel County and the city of Annapolis, Maryland and do hereby recommend to the Court the sale of the property known as 167 Green Street, reported by Eugene P. Childs as having been sold to Clarence E. Fouche and wife at and for the sum of six thousand dollars ($6,000.00).

We believe this is a fair value for said property and do recommend that the Court confirm the same.

Carey L. Meredith.

T. Roland Brown

Filed March 20" 1942.

Auditor's Report and Account on Report of Harry Ivrey -- Filed March 20th 1942.

To the Honorable, the Judges of said Court:

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

The Auditor has disallowed the following items reported paid by Harry Ivrey from the rents collected by him for the reason that these items were paid by Eugene P. Childs, Trustee of Raymond L. Moss, on June 25, 1937, from joint funds of the said Raymond L. Moss and Harry Ivrey, being proceeds of sale to Alan M. Hartge of property on Atwell Avenue, Homewood, namely:

(1)	Taxes for the years 1932, 1933, 1934, 1935, 1936 and 1937 on Chaney farm	$584.01
(2)	Taxes for years 1932, 1933, 1934, 1935, 1936 and 1937 on 2½ acre tract	563.89
(3)	Taxes for the years 1932, 1933, 1934, 1935, 1936 and 1937 on lot of ground at Camp Parole	26.17
(4)	Taxes for 1932, 1933, 1934, 1935, 1936 and 1937 on property at Homewood, sold to Alan M. Hartge, as above set forth	263.60
	Totals of items disallowed	$1,437.57

All of which is respectfully submitted,

Laura R. Jickling, Auditor.

Dr. In the Matter of the Trust Estate of Raymond L. Moss, Eugene P. Childs, Trustee, in ac. with Harry W. Ivrey

To Harry Ivrey - 5% commission on total collections		$145.53
To Harry Ivrey for Expenses, viz:		
Capital-Gazette Press - order nisi on this account	$ 5.00	
C. F. Lee & Co. - insurance premiums paid as per vouchers filed	256.90	261.90
To Harry Ivrey for Upkeep of property, viz: Repairs to pump, cleaning septic tank, repairing porch floors, doors and roof, paint, papering, etc., as per vouchers filed		198.00
To Harry Ivrey for Taxes, viz:		
State and County taxes on 2½ acre tract for years 1938, 1939, 1940, and 1941	310.18	
State and County taxes on lot at Camp Parole for years 1938, 1939, 1940 and 1941	16.38	326.56
To Harry Ivrey for Benefit Charges, viz: Anne Arundel County Sanitary Commission- Water main and sewer benefit charges on Lot 445 Block 23, Linthicum Heights from 1/1/26 to 12/31/28		76.40
To Harry Ivrey for Mortgage Payments, viz: Enterprise Building & Loan Ass'n - payments on principal and interest on Acct #85, from 1/23/32 to 7/14/36		529.00
Balance in hand for distribution - $1373.11, distributed as follows:		
To Raymond L. Moss - one-half		686.55
To Harry W. Ivrey - one-half		686.56
		$2,910.50

Cr. Jan. 29, 1942 Total rents collected by Harry Ivrey from period beginning June 10, 1932 and ending August 2, 1941, from various properties owned by Raymond L. Moss and Harry Ivrey, as per report filed this date $2,910.50

ORDER NISI.

ORDERED, This 20th day of March, 1942, That the Report and Account of the Auditor, on Report of Harry Ivrey, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 21st., day of April next; Provided a

copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st., day of April next.

John H. Hopkins, 3rd., Clerk.

CERTIFICATE OF PUBLICATION

ORDER OF COURT

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 27" day of April,1944,that the aforegoing Report and Account of the Auditor,be and the same is hereby finally ratified and confirmed,no cause to the contrary having been shown,and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received,

James Clark, Judge.

Filed 27 April,1944.

Answers to Exceptions -- filed April 1st. 1942.

To the Honorable, the Judges of said Court.

The answer of Eugene P. Childs, Trustee, of the above entitled case respectfully states.

First: Answering the first exception, this respondent states that he is not familiar with real estate values in the immediate vicinity of the property, the sale of which has been excepted to, however he has advertised said property numerous times and received only one verbal offer of Twenty-two hundred dollars ($2,200.00) from Mr. William Meredith, but when Mr. Meredith was requested to make his offer in writing, nothing further was heard from him. That the property according to a report filed by Harry Ivrey, was unproductive to the estate and your petitioner being desirous of closing the estate accepted the offer of Mr. Ivrey of Twelve hundred and fifty dollars ($1,250.00) for the interest of the Moss estate, believing at the time that it represented a fair value for the property.

Second: Answering the second exception, this respondent admits that an order of Court required him to file with the Court a sworn appraisement of two disinterested persons familiar with real estate values in Anne Arundel County, which was not done, the failure however was because of misadvertance and not deliberate, and was possible cured by order Nisi published according to law.

Third: Answering the third exception, this respondent admits that said sale has never been ratified. It will be further noted that Mr. Ivrey's contract was dated the 7th day of October, 1941, and although he has been called upon on numerous occasions to complete the sale he has made no attempt to do so, and your petitioner did not know if he intended to complete the sale.

Fourth: Answering further, this respondent states that under the circumstances of the instant case, he feels that he has indulged the purchaser as much, and even more than he should and he believes his position in so far as these exceptions are concerned, is to abide

by and perform such order or orders as the Court may pass in the case.

Respectfully submitted,

Eugene P. Childs,

Trustee for Raymond L. Moss Estate

Filed April 1st., 1942.

Answer to exceptions to ratification of sale. -- Filed April 8th., 1942.

To the Honorable, the Judges of said Court:

The answer of Harry Ivrey and Tillie Ivrey to the exceptions of the Farmers National Bank and the County Corporation, to the ratification of the sale of the one-half interest of Raymond L. Moss in the property containing two and one-half ($2\frac{1}{2}$) acres, for the sum of Twelve Hundred Fifty Dollars ($1250.00).

These respondents, answering, say:

First: That they deny that the purchase price mentioned in the Report of Sale is inadequate.

Second: That the trustee, Eugene P. Childs, informed these respondents that he had an offer from someone to purchase the one-half interest in the aforesaid property, and asked your respondents if they were interested in it, and they agreed to purchase the one-half interest in the property for the sum of Twelve Hundred Fifty Dollars ($1,250.00).

Having fully answered said exceptions to the ratification of said sale, your respondents pray that same be dismissed, with their costs.

And as in duty bound etc.

Benjamin Michaelson,

Solicitor for Respondents

Filed April 8th., 1942.

PETITION to authorize Auditor to allow claim of The Farmers National Bank of Annapolis out of proceeds sale Green St. property, Affidavit and Order of Court thereon.

Filed April 10th 1942.

To the Honorable, the Judges of said Court:

The Petition of The Farmers National Bank of Annapolis respectfully shows:

FIRST: That it is the holder of several judgments against the said Raymond L. Moss, which said judgments constitute liens upon certain properties of the said Raymond L. Moss.

SECOND: That one of these judgments is known as No. 243 Trials, April Term, 1932, in the amount of Fifteen Thousand Six Hundred Twenty-eight Dollars and Sixty Cents ($15,628.60), with interest from date and costs and Fifteen Hundred Sixty-two Dollars and Eighty-six Cents ($1,562.86) attorney's collection fee, a copy of which said judgment is filed in these proceedings and prayed to be taken as a part hereof.

THIRD: That said judgment is a first lien on the real estate of Raymond L. Moss.

FOURTH: That Eugene P. Childs, Trustee of the Estate of Raymond L. Moss, has recently sold certain property of the said Raymond L. Moss, which is more particularly set forth in the Report of Sale heretofore filed in this Cause.

FIFTH: That the aforesaid judgment is a first lien upon the property on Green Street, Annapolis, Maryland, recently sold, subject to a mortgage to Inez Moss, which your Petitioner believes is in the amount of Three Thousand Five Hundred Thirty-five ($3,535.00) Dollars.

SIXTH: That the balance due on said judgment is now the sum of Three Thousand Five Hundred Eighty-two Dollars and Seventy-nine Cents ($3,582.79) plus interest from June 6, 1939, plus costs and Attorney's collection fees in the amount of One Thousand Five Hundred Sixty-two Dollars and Eighty-six Cents ($1,562.86).

Therefore, your Petitioner prays this Honorable Court to pass an Order authorizing and directing the Auditor to allow The Farmers National Bank of Annapolis its claim as above set out, out of the funds arising out of the aforementioned sale, after the proper costs, expenses and prior liens have been deducted.

And as in duty bound, etc.,

R. Tilghman Brice, lll, Solicitor
for The Farmers National Bank of Annapolis.

The Farmers National Bank
of Annapolis
By: Daniel H. Nichols, Cashier.

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this 10th day of April in the year nineteen hundred and forty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared DANIEL H. NICHOLS, Cashier of The Farmers National Bank of Annapolis, and made oath in due form of law that the matters and things as set forth in the foregoing Petition are true to the best of his knowledge and belief.

As witness my hand and Notarial seal.

(NOTARIAL SEAL) Beatrice A. Velenovsky.
Notary Public.

ORDER.

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 10th day of April 1942, upon the foregoing Petition and Affidavit, that the Auditor be and she is hereby authorized and directed to allow out of the proceeds of sale in this case the claim of The Farmers National Bank of Annapolis according to legal priority of record, subject to exceptions in usual course.

Ridgely P. Melvin, Judge.

Filed April 10th 1942.

IN THE MATTER OF THE TRUST ESTATE
OF
RAYMOND L. MOSS

No. 6275 Equity.
In the Circuit Court for
Anne Arundel County.

Auditor's Report and Account --- Filed April 10th., 1942.

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 Trust Estate of Raymond L. Moss in ac. with Eugene P. Childs,Trustee

To Trustee for Commissions (Eq. Rule 14)	$	$ 210.00
To Trustee for Court costs, viz:		
Clerk of Court - recording waivers	2.00	
Auditor	9.00	11.00
To Trustee for Expenses, viz:		
Capital-Gazette Press - publishing notice of sale	2.00	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
Clerk of Court - recording mortgage release of	1.00	
One-half Federal revenue stamps	3.30	
One-half State revenue stamps	3.00	
Mary F. Worthington - notary fee	.50	19.80
To Trustee for Taxes, viz:		
1941 State and County taxes	94.89	
1941 City taxes (adjusted)	35.04	129.93
To Inez G. Moss, mortgage - balance in full for principal of mortgage	3,535.41	
Interest to 4/2/42	34.77	3,570.18
To Farmers National Bank of Annapolis - this balance on account judgment claim filed, #243 Trials, April Term, 1932, as per order of Court of 4/10/42		2,059.09
		$6,000.00

Balance due on judgment claim filed	3,582.79	
Interest from 6/6/39 to 4/6/42	609.07	
	$4,191.86	
Cr. Amount allowed as above	2,059.09	
Balance due, with interest from 4/6/42 costs and attorney's collection fee	$2,132.77	

Cr. Dec. 31, 1941 Proceeds of Sale $6,000.00

ORDER NISI

ORDERED, This 10th., day of April, 1942, 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 21,1942

We hereby cerfify that the annexed Order Nisi-Audit. Acct. Moss- Equity No. 6275 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,1942.The first insertion being made the 16th day of April, 1942.

The Capital-Gazette Press, Inc.,

By D. Balderston

Filed July 25th,1949.

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

ORDERED BY THE COURT,this 28th day of July,1949,that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed,no cause to the contrary having been shown,and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

JAMES CLARK ____ 4____

Filed July 28,1949

Petition to reduce bond -- Filed September 25th., 1942.

To the Honorable, the Judges of said Court.

The Petition of Eugene P. Childs, Trustee, respectfully states.

1st. That your Trustee is bonded in the above entitled case to the extent of Fifteen thousand dollars ($15,000.00), which bond under present conditions is excessive and the premium thereon is a burden to the estate.

2nd. That the value of the property now remaining in the hands of your Trustee will not exceed Five thousand dollars ($5,000.00).

Your Trustees respectfully requests the Court to reduce the bond in said estate to Five thousand dollars ($5,000.00).

Respectfully submitted,

Eugene P. Childs, Trustee

of the Raymond L. Moss Estate.

Ordered by the Circuit Court for Anne Arundel County on this 25th day of September 1942, that Eugene P. Childs, Trustee of the Raymond L. Moss Estate is hereby ordered to reduce the bond in the above estate from Fifteen thousand dollars ($15,000.00) to Five thousand dollars ($5,000.00), it appearing that the total value of properties now in the hands of the Trustee will not exceed the sum of Five thousand dollars ($5,000.00).

Ridgely P. Melvin, Judge.

Filed September 25th., 1942.

REPORT OF SALE (2 1/2 acres near Parole 1/2 interest belonging to Harry Ivrey.)

To the Honorable, the Judges of said Court:

The Report of Eugene P. Childs, Trustee in the above entitled case, respectfully states:

1st: That among the properties now remaining belonging to the above estate is a property containing two and one-half acres (2 1/2) just south of Camp Parole on the road leading to South River Bridge owned in common between the Moss estate and Harry Ivrey.

2nd: That your Trustee has sold the estate's interest in said property to Harry Ivrey and Tillie Ivrey, his wife, at and for the sum of fifteen hundred and fifty dollars ($1550.00),one half of said property belongs to Harry Ivrey by virtue of common ownership.

3rd: Your petitioner believes that the price represents a fair value of said property and recommends the same to the Court. A copy of said Contract is herewith filed.

Respectfully Submitted.

Eugene P. Childs, Trustee of the

Estate of Raymond L. Moss.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 17th day of January in the year 1944, before me the subscriber a Notary Public of the State and County aforesaid, personally appeared Eugene P. Childs, the above named Trustee and he made oath in due form of law that the above Report of Sale is true to the best of his knowledge and belief and that said sale was fairly made.

Witness my hand and seal Notarial.

(Notarial Seal) Wilhelmina P. Hopkins, Notary Public.

Filed 18 January, 1944

Order Nisi

Ordered, this 18th day of January 1944, that the private sale of the property mentioned in these proceedings made and reported by Eugene P. Childs, Trustee of the Estate of Raymond L. Moss, be ratified and confirmed, unless cause to the contrary there of be shown or 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 Fifteen Hundred and Fifty dollars ($1550.00).

John H. Hopkins, 3rd, Clerk.

Filed

CERTIFICATE OF PUBLICATION

Annapolis, Md. 26 April, 1944

We hereby certify, that the annexed Order Nisi, RAYMOND L. MOSS was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 21st day of February, 1944. The first insertion being made the 20th day of January, 1944.

THE CAPITAL-GAZETTE PRESS, INC.,

By L.W.

Filed 27th, April, 1944.

FINAL ORDER.

ORDERED, by the Court this 27th day of April,1944, that the sale made and reported by the Trustee aforesaid, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown,although due notice appears to have been given as required by the Order Nisi passed in said cause, and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark, Judge.

Filed 27 April, 1944

CONTRACT.

This Contract made this 17th day of January in the year Nineteen hundred and forty four,by and between Eugene O. Childs, Trustee, of the estate of Raymond L.Moss party of the first part and Harry Ivrey and Tillie Ivrey, his wife, parties of the second part, all of Anne Arundel County, in the State of Maryland.

Witnesseth: that for and in consideration of the sum of fifteen hundred and fifty dollars ($1550.00), of which sum one hundred dollars ($100.00) is this day paid,the balance of fourteen and

fifty dollars ($1450.00) to be paid upon the final ratification of said sale by the Circuit Court for Anne Arundel County, the said Harry Ivrey and Tillie Ivrey, his wife, parties of the second part do hereby agree to purchase all of the right, title, interest and estate (being a one-half interest) of the Estate of Raymond L. Moss, in and to all of that lot of land with improvements thereon situated near Shady Oaks Inn in the Second Election District of Anne Arundel County, and being the same land conveyed unto Raymond L. Moss and Harry Ivrey, by Nicholas H. Green, Assignee, and recorded in Liber F.S.R. No. 45 Folio 53, one of the Land Record books of Anne Arundel County and in said deed more particularly described.

Taxes, rents and all public charges to be adjusted to date of sale by the Court.

Witness our hands and seals this 17" day of January in the year 1944.

Eugene P. Childs, (SEAL)
Trustee of the Estate of Raymond L. Moss.
Harry Ivrey (SEAL)
Tillie Ivrey (SEAL)

Witness:
Wilhelmina P. Hopkins,
(

Filed 27 April,1944

PETITION TO REFER CASE TO AUDITOR.

To the Honorable, the Judges of said Court:

The Petition of Eugene P. Childs, Trustee of the above Estate, respectfully states.

1st: That heretofore on July 21, 1941 your petitioner filed a petition asking that Harry Ivrey who was a tenant in common with Raymond L. Moss in certain properties file a statement with the Auditor regarding certain rents collected by him together with vouchers for expenses.

2nd. That thereafter on the 24th day of January 1942 the said Harry Ivrey through his counsel, Mr. Benjamin Michaelson did file his statement and upon that statement an Auditor's Account was filed showing a balance due the estate of Raymond L. Moss which has not been paid.

3rd: That this statement covered a period from June 10,1932 to August 12,1941.

4th: That your petitioner has now sold to Harry Ivrey the estate's one-half interest in a two and one-half acre tract of land near Parole at and for the sum of $1550.00 as per Report of Sale filed January 19, 1944, $100.00 being deposited at time of sale.

5th: That as this is the only income producing property now belonging to said estate, your petitioner is desirous of having a final settlement in the matter.

To the end therefore.

Your petitioner prays the Court,

(1) To refer the case to the Auditor.

(2) To direct Harry Ivrey to file with the Auditor of this Court a complete statement of his receipts and disbursements covering the period from August 2, 1941 to date of final ratification of sale.

(3) That the Auditor consolidate the amount found due the estate of Raymond L.Moss by account filed in this case on March 20, 1942 with the account herein ordered to be stated.

Respectfully submitted.

Eugene P. Childs, Trustee.

Filed April 27, 1944

ORDER OF COURT.

ORDERED on the aforegoing petition, this 27th day of April 1944, by the Circuit Court for Anne Arundel County that this case be referred to the Auditor for the statement of an account,

It is further ordered that Harry Ivrey produce to the Auditor of this Court on or by the 18" day of May, 1944 a full and complete statement of all moneys collected abd belonging jointly with himself and the estate of Raymond L. Moss, together with all vouchers for expenses, said statement to cover the period from August 2,1941 to the date of this Order, provided a copy of this Order be served on the said Harry Ivrey on or by the 3rd day of May next.

James Clark, _____

Filed April 27, 1944.

PETITION TO REFER CASE TO AUDITOR.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Eugene P. Childs, respectfully states.

1st. That heretofore on July 21, 1941 your petitioner filed a petition asking that Harry Ivrey who was a tenant in common with Raymond L. Moss in certain properties file a statement with the Auditor regarding certain rents collected by him together with vouchers for expenses.

2nd. That thereafter on the 24th day of January 1942 the said Harry Ivrey through his counsel, Mr. Benjamin Michaelson did file his statement and upon that statement an Auditor's Account was filed showing a balance due the estate of Raymond L. Moss which has not been paid.

3rd. That this statement covered a period from June 10,1932 to August 2, 1941.

4th: That your petitioner has now sold to Harry Ivrey the estate's one-half interest in a two and one-half acre tract of land near Parole at and for the sum of $1550.00 as per Report of Sale filed January 19, 1944, $100.00 being deposited at time of sale.

5th: That as this is the only income producing property now belonging to said estate, your petitioner is desirous of having a final settlement in the matter.

To the end therefore, Your petitioner prays the Court,

(1) To refer the case to the Auditor.

(2) To direct Harry Ivrey to file with the Auditor of this Court a complete statement of his receipts and disbursement covering the period from August 2, 1941 to date of final ratification of sale.

(3) That the Auditor consolidate the amount found due the estate of Raymond L. Moss,by account filed in this case on March 20, 1942 with the account herein ordered to be stated.

Respectfully submitted.

Eugene P. Childs, Trustee

ORDER OF COURT.

Ordered on the aforegoing petition,this 27th day of April 1944, by the Circuit Court for Anne Arundel County that this case be referred to the Auditor for the statement of an account,

It is further ordered that Harry Ivrey produce to the Auditor of this Court on or by the 18th day of May, 1944 a full and complete statement of all moneys collected and belonging jointly with himself and the estate of Raymond L. Moss, together with all vouchers for expenses, said statement to cover the period from August 2, 1941 to the date of this Order, provided a copy of this Order be served on the said Harry Ivrey on or by the 3rd day of May next.

James Clark. _ _

Filed April 27, 1944.

ORDER NISI

ORDERED,this 20th day of March,1942,that the Report and Account of the Auditor on Report of Harry Ivrey, filed this day in the above entitled cause,be ratified and confirmed,unless cause to the contrary be shown on or before the 21st day of April next: provided a copy of this order be inserted in some newspaper published in Anne Arundel County,once in each of three successive weeks before the

21st day of April next.

JOHN H. HOPKINS, 3rd, Clerk.

True Copy Test: JOHN H. HOPKINS, 3rd, Clerk.

CERTIFICATE OF PUBLICATION

Annapolis, Md. May 18, 1942.

We hereby certify, that the annexed Order Nisi-Raymond L. Moss, Aud. acct. Equity #6275 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 April 1942. The first insertion being made the 26th day of March, 1942.

THE CAPITAL-GAZETTE PRESS, INC.,
By D. Balderston

Filed April 27, 1944

HARRY IVREY-ACCOUNT OF RENTS AND DISBURSEMENTS.

SUMMARY SHEET

RENTALS COLLECTED			$597.00
EXPENSES:			
(1) Taxes	$222.05		
(2) Insurance	$ 32.40		
(3) Repairs	$ 79.00		
(4) 5% collection	29.85		$363.30
Balance			$233.70

June 27', 1944.

Rents and disbursements in Raymond L.Moss-Harry Ivrey-property at Camp Parole.

	Rents
Asquith	
1942	
March 21	$ 32.00
April 11	16.00
May 16	16.00
July 4	32.00
Aug. 15	16.00
Sept. 5	16.00
Oct. 31	32.00
Dec. 29	16.00
1943	
April 24	64.00
Aug. 9	64.00
Dec. 31	64.00
1944	
June 10	64.00
Wilkinson	
1942	
April 11	6.00
April 18	6.00
May 28	6.00
June 4	6.00
July 1	9.00
Aug. 15	12.00
Sept. 26	12.00
Oct. 24	12.00
1943	
Feb, 27	12.00

J.H.H. No. 54 Equity

April 15	12.00		
June 10	12.00		
July 15	12.00		
Sept. 2	12.00		
1944 Jan. 6	36.00		
Total rents collected	$597.00		
Less 5% collection fee	29.85		
Net income from rents			$567.15
Expenditures:			
Taxes for 1942-43-and 1944		$222.05	
Fire Ins. Premiums 1940-1945 (C. F. Lee)		$ 32.40	
Repairs, painting, papering, etc.		$ 79.00	$333.45
Net income			$233.70

one-half of net income to Moss estate ($116.85)

Harry Ivrey (SEAL)

State of Maryland, Anne Arundel County, to Wit:

I hereby certify that on this 27th day of June, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Harry Ivrey and made oath in due form of law that the matters and things set forth in the aforegoing account are true and bona fide to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial-Seal) Lina Johnson Notary Public.

Filed June 29", 1944.

PETITION OF THE FARMERS NATIONAL BANK OF ANNAPOLIS FOR ALLOWANCE OF CLAIMS, AND AFFIDAVIT.

To the Honorable, the Judges of said Court:

The Petition of the Farmers National Bank of Annapolis,respectfully shows:

FIRST: That it is the holder of several judgments against the said Raymond L. Moss,which said judgments constitute liens upon certain properties of the said Raymond L. Moss.

SECOND: That one of these judgments is known as No. 243 Trials, April Term, 1932, in the amount of Fifteen Thousand Six Hundred Twenty-eight Dollars and Sixty Cents ($15,628.60) with interest from date and costs and Fifteen Hundred Sixty-two Dollars and Eighty-six Cents ($1,562.86) attorneys collection fee, a copy of said judgment having been filed in these proceedings.

THIRD: That said judgment is a first lien on the real estate of Raymond L. Moss.

FOURTH:That Eugene P. Childs, Trustee of the Estate of Raymond L. Moss, has recently sold certain property of the said Raymond L. Moss, which is more particularly set forth in the Report of sale heretofore filed in this Cause.

FIFTH: That the balance due on said judgment is now the sum of Two Thousand One Hundred Thirty-two Dollars and Seventy-seven Cents ($2,132.77) with interest from June 4, 1942, to September 4,1944, in the amount of Two Hundred Eighty-seven Dollars and Ninety-six Cents (287.96), plus costs and attorney's collection fee in the amount of One Thousand five Hundred Sixty-Two Dollars and Eighty-six Cents ($1,562.86).

Therefore, your petitioner prays this Honorable Court to pass an Order authorizing and directing ~~and directing~~ the Auditor to allow The Farmers National Bank of Annapolis its claim as above set out, out of the funds arising out of the aforementioned sale,after the proper costs, expenses and prior liens have been deducted.

AND as in duty bound, etc.,

R. Tilghman Brice, III. Solicitor for Petitioner.

THE FARMERS NATIONAL BANK OF ANNAPOLIS
By Daniel H. Nichols, Cashier.

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this twenty-eighth day of August in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared DANIEL H. NICHOLS, Cashier of The Farmers National Bank of Annapolis, and made oath in due form of law that the matters and things as set forth in the foregoing Petition are true to the best of his knowledge and belief.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL.) Beatrice A. Velenovsky - NOTARY PUBLIC.

Filed August 28, 1944.

O R D E R

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 29th day of August, 1944, upon the foregoing Petition and Affidavit, that the Auditor be and she is hereby authorized and directed to allow out of the proceeds of sale in this case the claim of The Farmers National Bank of Annapolis, subject to exceptions in usual course.

Ridgely P. Melvin, J U D G E.

Filed August 29, 1944.

AUDITOR'S REPORT AND ACCOUNT:

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. September 6, 1944.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Trust Estate of Raymond L. Moss, in ac. with Eugene P. Childs, Trustee Cr.

To Trustee for Commission on Sales	78.25	
To Trustee for 10% Commission on income	83.68	161.93
To Trustee for Court costs, viz:		
Auditor - stating this account		9.00
To Trustee for Expenses, viz:		
Capital-Gazette Press -Order nisi on Sale	5.00	
Capital-Gazette Press- Order nisi on this account	5.00	10.00
To Farmers National Bank of Annapolis- This balance on account Judgment claim filed-#243 Trials, April Term, 1932- as per order of Court		2,205.87
		2,386.80
Balance due on judgment claim as shown by Auditor's Account filed April 10, 1942	2,132.77	
Interest thereon from 6/4/42 to 9/4/44	287.96	
	2,420.73	
Cr. Amount allowed as above	2,205.87	
Balance due, with interest from 9/4/44, Court costs and Attorney's collection fee in the amount of $1,562.86	214.86	
1944 June 17 Proceeds of Sale Raymond L. Moss' one half interest in 2½ acre tract in Second District to Harry Ivrey		1,550.00
1942 Jan. 29 Net rent due Estate of Raymond L. Moss by Harry Ivrey, as per Auditor's Account filed 3/20/42	686.55	
1944 Apr. 27 Net rents due Estate of Raymond L. Moss by Harry Ivrey, as per Auditor's Account filed 9/6/44	150.25	836.80
		2,386.80

Filed Sept. 7, 1944

ORDER NISI

ORDERED,This 7th day of September,1944, 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 October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County,once in each of three successive weeks before the 9th day of October next.

JOHN H. HOPKINS, 3rd, CLERK.

Filed 7 September, 1944

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 10, 1944

We hereby certify that the annexed Order Nisi -Eq. 6275 -RAYMOND L. MOSS 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 9 day of October,1944. The first insertion being made the 8 day of September,1944.

THE CAPITAL-GAZETTE PRESS, INC.,

By H. White.

No. E.C. 4974

Filed October 25, 1944

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT,this 31st day of October,1944, 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, C. Judge.

Filed 31 October, 1944.

AUDITOR'S REPORT AND ACCOUNT ON SECOND REPORT OF HARRY IVREY.

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, under the terms of the contract of sale of the one-half interest owned by this estate in the 2½ acre tract mentioned in this Account,which contract was filed herein under date of January 18, 1944, all taxes, rents and public charges are adjustable as of the date of final ratification of sale.

The Auditor has, therefore, adjusted 1944 taxes thereon to date of April 27, 1944, which was the date of final ratification; also, fire insurance premiums on policies which expire September 28, 1946, have been allowed to date of September 28, 1944. The claim of Harry IVrey for repairs made in June, 1944, in the amount of $12.00, has been disallowed for the reason that the repairs were made after final ratification of sale on April 27, 1944.

No rents were reported collected after April, 1944.

September 5, 1944.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Trust Estate of Raymond L.Moss, Eugene P. Childs,Trustee, in ac. with Harry Ivrey Dr.

To Harry Ivrey- 5% commission on total collections reported		29.85
To Harry Ivrey for Court costs, viz:		
Auditor - stating this account		9.00
To Harry Ivrey for Expenses viz:		
Capital Gazette Press -Order Nisi on this account	5.00	
C. F. Lee & Co. Agent-fire insurance premium adjusted to 9/28/44	6.00	

C. F. Lee & Co. Agent -fire insurance premium adjusted to 9/28/44	4.80	15.80
To Harry Ivrey for Taxes,viz:		
1942 State & County taxes on 2½ acres tract and lot at Parole	77.42	
1943 State & County taxes on 2½ acres tract and lot at Parole	71.14	
1944 State and County taxes on lot at Parole	3.87	
1944 State and County Taxes on 2½ acres tract (adjusted to 4/27/44)	22.42	174.83
To Harry Ivrey for Upkeep of Property,viz:		
Repairs to pump and valves, cleaning septic tank, painting roof and repairs , as per vouchers filed,to 4/27/44		67.00
Balance for distribution $300.50		
Distributed as follows:		
To Estate of Raymond L.Moss-one-half	150.25	
To Harry Ivrey- one-half	150.25	300.50
		597.00

1944
June 10 Total rents collected by Harry Ivrey for period 8/2/41-4/30/44, as per report filed June 29, 1944 597.00

597.00

Filed September 7th,1944
Order Nisi

ORDERED, This 7th day of September,1944, 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 October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County,once in each of three successive weeks before the 9th day of October,next.

John H. Hopkins, 3rd, Clerk.

Filed September 7th,1944

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1944.

EX

We hereby certify, that the annexed Order Nisi Eq. 6275-RAYMOND L. MOSS- 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 9 day of October,1944. The first insertion being made the 8 day of September,1944.

THE CAPITAL-GAZETTE PRESS, INC.,
By H. White

No. E.C. 4973

Filed Oct. 25, 1944.

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 3rd day of October,1944, 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 proceedings accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, C. J.

Filed October 31, 1944

JUDGMENT CLAIM OF WILLIAM G. AND JOHN A. MEREDITH

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William G. Meredith and A. Meredith by Marvin I.Anderson, respectfully shows:

1. That they are Judgment Creditors of Raymond L.Moss,having obtained a judgment against him, on June 10, 1932, for $1623.28, with interest from June 10, 1932, $12.00 Costs, and 10% Attorney's fees, all of which will fuly appear by reference to No. 242 Trials April Term, 1932,

in the Circuit Court for Anne Arundel County, John A.Meredith and William G. Meredith/vs Raymond L. Moss,(a certified copy of said judgment, being refiled herewith), and that nothing has been paid on account of said Judgment so that the full amount now remains due and unpaid.

2. That the real estate owned by the said Raymond L. Moss,now deceased, is being administered, under the jurisdiction of this Honorable Court, as will be seen in reference to the proceedings in this case, and the case of 6712 Equity, which was a case brought by your Petitioners and others to compel a prompt liquidation of the estate, and has been consolidated with No. 6275 Equity.

Wherefore your Petitioners pray your Honors to pass an order herein directing the auditor in stating her account in this case to allow the claim of said Petitioners and that said judgment lien be retained, pending final liquidation of the estate.

Marvin I. Anderson,

SUBSCRIBED AND SWORN TO BY WM. G.MEREDITH THE 24th Solicitor for the Petitioner.

day of September, 1943.

Virginia Russell, Notary Public. (Notarial Seal)

Filed Sept. 27", 1943.

ORDER OF COURT.

Upon the aforegoing Petition,it is,this 29th day of September, 1943, ORDERED by the Circuit Court for Anne Arundel County,that the Auditor of this account be, and she is hereby directed in stating her account in this case to allow the claim of John A. and William G, Meredith,according to its legal priority, and the lien of said judgment be and the same is hereby retained pending final liquidation and the settlement of the estate.

Ridgely P. Melvin, Chief Judge.

Filed Sept. 29", 1943

REPORT OF SALE
(Lot West Street Extended)

In the Matter of the	:	No. 6275 EQUITY
TRUST ESTATE OF	:	IN THE CIRCUIT COURT
RAYMOND L. MOSS	:	FOR ANNE ARUNDEL COUNTY

. . . . . .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Eugene P. Childs,Trustee in the above entitled case, respectfully states:

1st: That among the properties now remaining belonging to the above estate is a property containing one lot situate on West Street Extended owned in common between the Moss Estate and Harry Ivrey.

2nd. That your Trustee has sold the Estate's interest in said property to Harry Ivrey at and for the sum of Three hundred dollars ($300.00), one half of said property belongs to Harry Ivrey by virtue of common ownership.

3rd: Your Petitioner believes that the price represents a fair value of said property and recommends the same to the Court . A copy of said Contract is herewith filed.

Respectfully submitted.

Eugene P. Childs,

Trustee of the Estate of Raymond L. Moss.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 2nd day of April in the year 1947, before me, the subscriber,a Notary Public of the State of Maryland,in and for the County aforesaid,personally appeared Eugene P. Childs,the above named Trustee and he made oath in due form of law that the above Report of Sale is true to the best of his knowledgeand belief and that said Sale was fairly made.

WITNESS my hand and seal Notarial.

(Notarial Seal) Wilhelmina P. Hopkins, Notary Public.

Filed April 3, 1947

J.H.H. No. 54 Equity

ORDER NISI

ORDERED, this 3rd day of April, 1947, that the private sale of the property mentioned in these proceedings made and reported by Eugene P. Childs, Trustee of Raymond L. Moss be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5" day of May next; provided a copy of this Order be inserted in some newspaper ~~xxkkixxxxx~~ in Anne Arundel County, once in ~~xxxxxxx~~ three successive weeks before the 5" day of May next.

THE Report states that the amount of sales to be three hundred dollars ($300.00)

John H. Hopkins, 3rd, Clerk.

Filed April 24 1947

CONTRACT.

THIS CONTRACT made this 26" day of March in the year Nineteen hundred and forty-six, by and between EUGENE P. CHILDS, TRUSTEE OF THE ESTATE OF RAYMOND L. MOSS, party of the first part, and HARRY IVREY, party of the second part.

WITNESSETH, that for and in consideration of the sum of three hundred dollars ($300.00), one hundred dollars ($100.00) of which is hereby acknowledged, the balance of two hundred dollars ($200.00) to be paid in cash upon final ratification of sale by the Court, the said Eugene P. Childs, Trustee does hereby bargain and sell unto Harry Ivrey, all of the one-half interest of the said Eugene P. Childs as Trustee in the Estate of Raymond L. Moss and described by metes and bounds on attached description and plat.

ALL TAXES and public charges including cost of survey to be adjusted to date of final ratification by the Court.

WITNESS our hands and seals this 26" day of March, in the year 1946.

Witness;

Samuel M. Ivrey

Wilhelmina P. Hopkins

Eugene P. Childs (SEAL)

Trustee of the Estate of Raymond L. Moss.

Harry Ivrey (SEAL)

Filed April 3, 1947

ORDER NISI

ORDERED, this 3rd day of April, 1947, that the private sale of the property in these proceedings made and reported by Eugene P. Childs, Trustee of the Estate of Raymond L. Moss, be ratified and confirmed, unless cause thereof be shown on or before the 5" 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 5" day of May next.

THE Report states that the amount of sales to be three hundred dollars ($300.00)

John H. Hopkins, 3rd, Clerk.

Filed April 3rd, 1947.

CERTIFICATE OF PUBLICATION

Annapolis, Md. August 11, 1949

We hereby certify that the annexed Order Nisi-Equity #6275 -RAYMOND L. MOSS- was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of May, 1947. The first insertion being made the 10th day of April, 1947.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. Lucile Brown.

No. Equity 6275. IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

In the Matter of the Trust Estate of Raymond L. Moss, ordered, this 3rd day of April, 1947, that the private sale of the property mentioned in tehese proceedings made and reported by Eugene P. Childs, Trustee of the Estate of Raymond L. Moss, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th day of May next; Provided a copy of this Order be

inserted in some newspaper in Anne Arundel County, once in three successive weeks before the 5th day of May next. The report states that the amount of sales to be three hundred ($300.00).

John H. Hopkins, 3rd, Clerk.

The Capital Gazette Press, Inc. hereby certifies that the above copy is-appeared in The Maryland Gazette on the days specified. Sworn to this 11th day of August, 1949.

(Notarial Seal) Lillian L. French, Notary Public.

Filed August 11, 1949

FINAL ORDER

ORDERED BY THE Court this 11th day of August, in the year 1949, that the sale made and reported by the Trustee aforesaid, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark _ _.

Filed 11 April, 1947

TRUST ESTATE OF RAYMOND L. MOSS, NO. 6275 EQUITY.

PETITION OF TRUSTEE'S ADMINISTRATOR TO BE RELIEVED OF TRUST.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Eugene M. Childs, Administrator of the Estate of Eugene P. Childs, deceased, respectfully states:

1. That the said Eugene P. Childs, deceased, was appointed Substitute Trustee of the said Estate on the 1st day of September in the year 1933.

2. That the said Trustee, Eugene P. Childs, deceased, had administered said Trust under the direction of this Court and on the 2nd day of April in the year 1941 filed his Seventh Account therein showing a balance in the hands of Trustee of Eight Hundred and Sixty-nine dollars and Eighty-four cents ($809.84), which said Account was ratified and confirmed by this Court on the 22nd day of April in the year 1941.

3. That the Trustee, Eugene P. Childs, deceased, departed this life on the 10th day of June in the year 1948, and the Administrator of his estate filed a Final Account showing a balance of Three Hundred and Nine Dollars and Ninety-one Cents ($309.91) in cash; and one-half interest in a lot at Camp Parole consisting of about 8,000 square feet unimproved; and two shares Certificate No. 465-673 of North American Aviation Incorporated dated May 18th, 1938, in the amount of One Dollar ($1.00) each, and two shares Certificate No. V083771 of The Sperry Corporation Voting Trust in the amount of One Dollar (1.00) each, dated May 18, 1938, five shares Annapolis Band Corporation, Certificate No. 3 in the amount of Ten Dollars ($10.00) each, dated October 23, 1930, and five shares Quaker City Loan and Finance Company, Inc., Certificate No. 2 dated April, 1924, in the hands of said Trustee at his death.

4. That it now becomes necessary to have a substituted Trustee appointed and your Petitioner desires to have another Trustee appointed in the place and stead of the deceased Substituted Trustee.

WHEREFORE, YOUR Petitioner prays that an order may be passed by this Honorable Court relieving the said Eugene P. Childs, deceased, and Eugene M. Childs, Administrator of the Estate of Eugene P. Childs, deceased, and Eugene M. Childs individually from further duties as Substituted Trustee.

Respectfully Submitted.

Eugene M. Childs, Attorney for the Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 9th day of August in the year 1949, before the subscriber, a Notary

(CONTINUED ON PAGE 25-A , etc.,)

Public of the State and County aforesaid, personally appeared Eugene M. Childs, Administrator of the Estate of Eugene P. Childs, deceased, and made oath in due form of law that the aforegoing Petition is true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

(Notarial Seal) William W. Townshend, Jr., Notary Public.

Filed August 10", 1949

ORDER OF COURT

ORDERED this 11th day of August, 1949, on the aforegoing Petition of Eugene M. Childs, Administrator of the Estate of Eugene P. Childs, deceased, Substituted Trustee, by the Circuit Court of Anne Arundel County in Equity, that Eugene M. Childs, Administrator of the Estate of Eugene P. Childs, deceased, Eugene M. Childs, individually, and Eugene P. Childs, deceased, Trustee be released from all duties and obligations under the aforegoing said trust and that a new Trustee be appointed in place and stead of the deceased Trustee, on the 1st day of October, 1949, unless cause to the contrary be shown on or before the 30th day of September next, provided a copy of this Order be inserted in some newspaper published in the City of Annapolis, once in each of three successive weeks before the 11th day of September next.

James Clark, Judge.

Filed 11 August, 1949,

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 25, 1949

We hereby certify that the annexed Order of the Court Eq. # 6275 Raymond L. Moss, Estate, was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of September, 1949, The first insertion being made the 19th day of August, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,
By R. L. Brown,

Filed Nov. 23" 1949

ORDER APPOINTING SUBSTITUTE TRUSTEE

Eugene P. Childs, deceased, Eugene M. Childs administrator of the Estate of Eugene P. Childs, deceased, and Eugene M. Childs, individually, having petitioned this Court to be relieved as trustee in said case and this Court by its Order dated August 11, 1949, directed that the said Eugene P. Childs deceased, Eugene M. Childs Administrator of the Estate of Eugene P. Childs, deceased, and Eugene M. Childs, individually, be relieved as trustee in said case on the 1st day of October, 1949, unless cause to the contrary be shown on or by the 1st day of October, 1949, provided a copy of said Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 30th day of September, 1949; and it appearing that said notice was published as directed by said Court, and no cause having been shown why the said Eugene P. Childs, deceased, Eugene M. Childs, Administrator of the Estate of Eugene P. Childs, deceased, and Eugene M. Childs, individually, should not be relieved of further duties as trustee as provided by said Order,

IT is therefore this 23rd day of November, 1949, by the Circuit Court for Anne Arundel County, adjudged, ordered and decreed that Eugene P. Childs, deceased, Eugene M. Childs, Administrator of the Estate of Eugene P. Childs, deceased, and Eugene M. Childs, individually, be and he and they are hereby released and discharged as trustee in the Matter of The Trust Estate of Raymond L. Moss, and it is further ordered and decreed that Eugene P. Childs, deceased, Eugene M. Childs, Administrator of the Estate of Eugene P. Childs, deceased, and Eugene M. Childs, individually, shall turn over to Eugene M. Childs, who is hereby appointed trustee in the Matter of the Estate of Raymond L. Moss in the

place of Eugene P. Childs, deceased, and Eugene M. Childs, Administrator of the Estate of Eugene P. Childs, deceased, and Eugene M. Childs, individually, all of the assets in their possession belonging to said Matter and receive from the said Eugene M. Childs, a full and complete release therefor.

IT IS further adjudged, ordered and decreed that before the said Eugene M. Childs shall receive the assets of said Matter, or in anyway deal therewith he shall file with the Court a Bond in the penalty of Twenty-Five Hundred Dollars to be approved by the Clerk thereof conditioned for the faithful performance of the trust reposed in him.

Benjamin Michaelson, Judge.

Filed 23 November, 1949

SUBSTITUTE TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Eugene M. Childs and the NEW AMSTERDAM CASUALTY COMPANY a body corporate, of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of 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 thirtieth day of November in the year of our LORD Nineteen Hundred and forty-nine.

WHEREAS by Deed of Trust dated the fourteenth day of June in the year Nineteen hundred and thirty-two, Raymond L. Moss executed and conveyed unto Charles F. Lee and Walter C. Moss, Trustees certain property in said Deed of Trust mentioned to be administered as in said Deed of Trust prescribed by the said Charles F.Lee and Walter C. Moss for the benefit of creditors, and

WHEREAS by Petition dated the sixth day of May in the year Nineteen hundred and thirty-three the said Charles F. Lee and Walter C. Moss petitioned the Court to be relieved from the duties imposed upon them by the said Deed of Trust. And WHEREAS the above bounden EUGENE P. CHILDS by virtue of an Order of the Honorable Judge of the Circuit Court for Anne Arundel County, dated the first day of September in the year Nineteen Hundred and thirty-three was appointed substituted Trustee in the place and stead of the said Charles F. Lee and Walter C. Moss, and

WHEREAS the said Eugene P. Childs died on the tenth day of June in the year Nineteen Hundred and forty-eight, and the above bounden Eugene M. Childs by virtue of an Order of the Honorable Judge of the Circuit Court for Anne Arundel County, has been appointed substituted Trustee in the place and stead of the said Eugene P. Childs.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN EUGENE M. CHILDS, does and shall well and faithfully perform the trust reposed in him by said Deed of Trust and Order of Court, 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
E. Churchill Murray

Eugene M. Childs, (SEAL)

NEW AMSTERDAM CASUALITY COMPANY

By G. Lee Burgess, Vice-President.

ATTEST:

V.N. MERCIER, Assistant Secretary

(Corporate Seal)

Filed & Approved this 5" day of December, 1949,

JOHN H. HOPKINS, 3rd, Clerk.

Filed 5 December, 1949.

RELEASE OF EUGENE M.CHILDS,SUBSTITUTE TRUSTEE OF EUGENE P.CHILDS, DECEASED,EUGENE M. CHILDS ADMINISTRATOR OF THE ESTATE OF EUGENE P. CHILDS,DECEASED,AND EUGENE M. CHILDS,INDIVIDUALLY.

THIS RELEASE dated this 28th day of December,1949, by and between Eugene M. Childs, Substitute Trustee, first party, and Eugene P. Childs, deceased, Eugene M. Childs, Administrator of the Estate of Eugene P. Childs, deceased,and Eugene M. Childs,individually, second parties, witnesseth:

WHEREAS, by its Order dated the 23rd day of November,1949, and filed in a cause entitled "In the Matter of the Trust Estate of Raymond L. Moss, 6275 Equity in the Circuit Court for Anne Arundel County, the said Court did appoint Eugene M. Childs, Substitute Trustee in the said Estate and did direct the Second Parties to turn over all assets of the said Trust Estate unto the said First Party, and receive a release therefor, after the First Party had filed a bond in the amount of Twenty-five Hundred Dollars, conditioned for the faithful performance of the Trust, and,

WHEREAS, the said First Party did file his bond as aforesaid with the Circuit Court for Anne Arundel County on the 5th day of December, 1949, and the Second Parties have turned over the assets of the Estate as listed hereinafter and deserved to be released;

NOW,THEREFORE, in consideration of the receipt of the items hereinafter listed the said First Party does hereby fully release forever the Second Parties, their heirs, executors,administrators and assigns from any and all claims of whatsoever nature arising from said Trust Estate.

STOCKS.

2 Shares North American Aviation Inc.,	Certificate No.	A65-672
2 Shares Sperry Corpn., Voting Trust	" "	V083771
5 Shares Annapolis Land Corpn.	" "	3
5 Shares Quaker City Loan & Finance Co.,Inc.	" "	2

CASH - Farmers National Bank as of December 7, 1949-	$ 1,522.96
County Trust Company -	12.00
Four Dividend checks totaling-	6.50
One check from Harry Ivrey dated Dec.6, 1946	100.00

In witness whereof the First Party hereunto sets his hand and seal the day and month aforesaid.

Eugene M. Childs, (SEAL)
Substitute Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 28th day of December,1949, before me, the subscriber,a Notary Public of the State and County aforesaid, personally appeared Eugene M. Childs, Substitute Trustee, and he acknowledged the aforegoing RELEASE to be his act and deed.

WITNESS my hand and seal Notarial.

(Notarial Seal) May F. Brennan, Notary Public.

4

Filed Dec. 29", 1949

PETITION AUTHORIZING SALE OF STOCKS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Eugene M. Childs,Substitute Trustee,respectfully states,

1. That your Petitioner was appointed Substitute Trustee in the above entitled cause by Order of this Court dated November 23, 1949.

2. That your Petitioner did file his bond in the amount of Twenty-five Hundred Dollars, which bond was approved and filed on December 5, 1949.

3. That he has received among the assets of the Estate aforesaid,2 shares of North American Aviation, Inc. stock,par value $1.00; 2 shares of Sperry Corporation common stock, par value $1.00, 5 shares of Annapolis Land Corporation stock, par value $10.00 each, and 5 shares of Quaker City Loan & Finance Company, Inc., par value $5.00 each.

4. That he has been advised by the Cashier of the Farmers National Bank that the North American Aviation stock and the Sperry Corporation stock have commercial value and are readily marketable, but that the Quaker

City Loan & Finance Company stock and the Annapolis Land Corporation stock have no known value.

5. That your Petitioner is seeking to liquidate the assets of the Estate in order that he may distribute the said assets to the creditors and heirs of the said Raymond L. Moss as soon as possible.

TO THE END, THEREFORE, your Petitioner prays this Honorable Court to pass an Order authorizing him to sell the stocks aforesaid at their market value, if any, and to apply the proceeds to the cash assets of the Estate of Raymond L. Moss.

Respectfully submitted.

Eugene M. Childs, Substitute Trustee.

O R D E R

ORDERED this 29th day of December,1949, on the aforegoing Petition of Eugene M. Childs,Substitute Trustee in the Matter of the Trust Estate of Raymond L. Moss,by the Circuit Court for Anne Arundel County in Equity, that the said Eugene M. Childs is permitted to sell the two shares of Sperry Corporation stock; two shares of North American Aviation Inc., stock; five shares of Annapolis Land Corporation stock and five shares of Quaker City Loan & Finance Co., Inc., stock at the current market prices and apply the proceeds thereof to the cash assets of the Estate of Raymond L. Moss.

Benjamin Michaelson, Judge.

Filed 29" Dec. 1949

P E T I T I O N

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Eugene M. Childs,Substitute Trustee of the Estate of Raymond L.Moss respectfully represents unto your Honors:

First: That since his appointment as Substitute Trustee he has liquidated all assets belonging to the Estate aforesaid, and is ready to make a final distribution of the estate funds now in his hands.

Second: Accordingly,he has examined the papers in the Trust Estate to determine who the creditors, if any, may be,but is not sure to whom the balance of the estate should be paid,nor what,if any, debts are now outstanding.

TO THE END, THEREFORE, may it please your Honors to pass an Order in these presents directing your petitioner to advertise for creditors of the Estate of Raymond L.Moss,wherein said creditors shall be warned to exhibit their claims against said Estate within some certain time to be named therein or else be precluded from the distribution of Estate funds.

Respectfully submitted,

Eugene M. Childs, Substitute Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 1st day of November,1950, before me, the subscriber,a Notary Public of the State and County aforesaid,personally appeared Eugene M. Childs,Substitute Trustee, and made oath in due form of law that the matter and things in the aforegoing Petition are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal)

May F. Brennan, Notary Public.

O R D E R

ORDERED this 1st day of November,1950,by the Circuit Court for Anne Arundel County in Equity,that EUGENE M. CHILDS, Substitute Trustee in the above cause named, give notice to all persons having claims against the estate of RAYMOND L.MOSS,deceased, to file their claims,properly authenticated, with the Clerk of the Circuit Court for Anne Arundel County on or before the 14th day of December next,by causing a copy of this Order to be published in some newspaper in Anne Arundel County once a

week for four successive weeks before the 7th day of December next.

Benjamin Michaelson, Judge.

Filed 1 November, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 27, 1950.

We hereby certify that the annexed Order-Trust Estate Eq.#6275 Raymond L. Moss-was published in EVENING CAPITAL a newspaper published in the City of Annapolis,Anne Arundel County,Maryland,once a week for 4 successive weeks before the 7th day of December, 1950; The first insertion being made the 7th day of November, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown,

No. E.C.8332.

Filed 28 Mar. 1951

PETITION FOR ALLOWANCE OF JUDGMENT CLAIM OF THE FARMERS NATIONAL BANK OF ANNAPOLIS.

To the Honorable, the Judges of said Court:

The Petition of The Farmers National Bank of Annapolis respectfully shows::

FIRST: That it is the holder of several judgments against the said Raymond L.Moss,which said judgments constitute liens upon certain properties of the said Raymond L.Moss.

SECOND: That one of the judgments is known as No. 243 Trials,April Term,1932,in the amount of Fifteen Thousand Six Hundred Twenty-eight Dollars and Sixty Cents ($15,628.60), with interest from date and costs and Fifteen Hundred Sixty-two Dollars and Eighty-six Cents ($1,562.86) attorney's collection fee,a copy of said judgment having been filed in these proceedings.

THIRD:That said judgment is a first lien on the real estate of Raymond L.Moss.

FOURTH: That Eugene M. Childs,Substitute Trustee of the Estate of Raymond L.Moss, has sold certain property of the said Raymond L.Moss,which are more particularly set forth in the reports of sales heretofore filed in this case,and is holding in his hands for distribution the sum of approximately One Thousand Eight Hundred Fifty-six Dollars and Twenty-five cents ($1,856.25).

FIFTH: That the balance due on the said judgment hereinabove mentioned,held by the said The Farmers National Bank of Annapolis, is now the sum of Two Hundred Fourteen Dollars and Eighty-six Cents ($214.86) with interest thereon from September 4, 1944, plus costs,and attorney's collection fee in the amount of One Thousand Five Hundred Sixty-two Dollars and Eighty-six Cents ($1,562.86).

THEREFORE, your Petitioner prays this Honorable Court to pass an order authorizing and directing the Auditor to allow to the said The Farmers National Bank of Annapolis its claim as above set out, together with costs and attorney's collection fee out of the funds arising out of the aforementioned sales after the proper costs,expenses and prior liens have been deducted.

AND as in duty bound, etc.

THE FARMERS NATIONAL BANK OF ANNAPOLIS

By Joseph N. Shumate,-PRESIDENT.

R. Tilghman Brice, III,
Solicitor for Petitioner.

STATE OF MARYLAND,ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY,That on this nineteenth day of February in the year nineteen hundred and fifty-one, before me,the subscriber,a Notary Public of the State of Maryland,in and for the County aforesaid personally appeared Daniel H.Nichols,Cashier of THE FARMERS NATIONAL BANK OF ANNAPOLIS,a body corporate,and made oath in due form of law that the matters and things as set forth in the foregoing Petition are true to the best of his knowledge and belief.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL) Beatrice A. Velenovsky- NOTARY PUBLIC.

ORDER

ORDERED by the Circuit Court for Anne Arundel County,in Equity,this 19th day of February,1951 upon the foregoing Petition and Affidavit,that the Auditor be and she is hereby authorized and directed to

allow out of the proceeds of the sales and the funds in the hands of Eugene M. Childs,Substituted Trustee in this case, the claim of The Farmers National Bank of Annapolis,together with Court costs and attorney's collection fees,subject to the exceptions in the usual course.

Benjamin Michaelson, Judge.

Filed 19 February,1951

(000000)

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause and from them she has stated the within account. March 28,1951.All of which is respectfully submitted.

Laura R. Jickling. Auditor.

Dr. In the Matter of the Trust Estate of Raymond L.Moss,in ac with Eugene M.Childs,Substituted Trustee, / Cr.-

To Trustee for Commission,viz: 5% of income ($6.50)	.33	
1/8 of 1% of corpus from 11/21/49 to 3/20/51 ($1,674.36)	2.82	
To Trustee for Fee (Order of Court of 3/19/51)	300.00	303.15
To Trustee for Court costs, viz:		
Clerk of Court - Court costs	117.30	
Joseph H. Griscom-Sheriff's costs	1.50	
Auditor-stating final account	13.50	132.30
To Trustee for Expenses, viz:		
Capital-Gazette Press- order nisi (acct).	6.00	
Capital-Gazette Press-order nisi on order of 8/11/49	5.00	
Capital-Gazette Press-order nisi on notice to creditors and prior sales	15.00	
New Amsterdam Casualty Co.-1949 bond premium	25.00	
New Amsterdam Casualty Co.1950 bond premium	25.00	
Auditor-fee for examining and verifying Report of E.M.Childs,Executor of Eugene P. Childs,Trustee,from 1940 to 1949	52.00	
Secretary of Commonwealth of Pennsylvania, information on stock	.50	
One-half Federal and State revenue stamps (Ivrey purchaser)	.55	129.05
To Trustee for Taxes, viz:		
One half of 1945,1946,1947,1948 and 1949 (adj) State and County Taxes on lot purchased by Harry Ivrey,deceased	10.19	10.19
To Trustee for Benefit Charges,viz:		
One-half water rent for 1945-1946-1947,1948 and 1949 (adj) on lot sold to Ivrey	10.36	10.36
To Farmers National Bank of Annapolis,judgment creditor-this balance on account claim filed (Order of 2/19/51)	1,426.80	1,426.80
		2,011.85
Amount of judgment claim filed	214.86	
Interest from 9/4/44 to 3/4/51	83.80	
Court costs	12.00	
Plaintiff's Attorney's collection fee	1,562.86	
	1,873.52	
Cr. Amount allowed as above	1,426.80	
BALANCE DUE	446.72	
1949 July 6 Corpus case balance shown by Report of Eugene M.Childs, Administrator of Eugene P.Childs,Trustee	1,307.05	
1951 Mar 20.Corpus receipts reported by Eugene M.Childs,Substituted Trustee, viz:		
Proceeds of sale of lot at Camp Parole (a one-half interest only) to Harry Ivrey	300.00	
Interest on deferred payment	15.39	
Proceeds of sale of following stocks,viz:		
2 shares North American Aviation,Inc.	21.75	

	2 shares The Sperry Corporation Voting Trust	51.25	1,695.44
1949 July 6	Income cash balance shown by Report of Eugene M.Childs, Administrator of Eugene P. Childs,Trustee	309.91	
1951 Mar. 20	Income receipts reported by Eugene M. Childs,Substituted Trustee, viz:		
	The Sperry Corporation-dividends	4.00	
	North American Aviation,Inc., dividends	2.50	
	Total Income		316.41
			2,011.85 -

Filed 28 March,1951

ORDER NISI

ORDERED,This 28 day of March,1951, 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 30 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 30 day of April next.

John H. Hopkins, 3rd, Clerk.

Filed March 28, 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 3, 1951.

We hereby certify, that the annexed Order Nisi, Auditor's Account Equity 6,275-Raymond L. Moss esd 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 April,1951. The first insertion being made the 30th day of March, 1951.

THE CAPITAL-GAZETTE PRESS, INC.,
By D. B. Macey

No. E.C. 668

Filed 11 May, 1951

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 11th day of May,1951, 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.

Benjamin Michaelson, A. J.

Filed 11 May, 1951

PETITION OF SUBSTITUTE TRUSTEE TO BE RELIEVED OF HIS DUTIES.

To the Honorable, the Judges of said Court:

The petition of Eugene M. Childs, Substitute Trustee in the estate of Raymond L. Moss,respectfully represents unto Your Honors -

First: that pursuant to the Order of this Court dated the 19th day of February, 1951,he has paid out all of the assets of the Estate and has obtained vouchers therefor; that all the Court costs have been paid and no assets remain in his hands as Trustee. He,therefore petitions this Honorable Court to be discharged of his duties hereunder.

Respectfully submitted.

Eugene M. Childs, Substitute Trustee.

O R D E R

ORDERED this 8th day of August,1951, By the Circuit Court for Anne Arundel County sitting in Equity, that the said Eugene M.Childs be and he is hereby discharged as Substitute Trustee in the estate of Raymond L. Moss.

Benjamin Michaelson, Judge.

Filed August 8, 1951.

(°°°°°°)

PETITION FOR ALLOWANCE OF FEE.

To the Honorable, the Judges of said Court:

The Petition of Eugene M. Childs, Substitute Trustee in the above captioned cause respectfully represents unto your Honors -

1. That on the death of Eugene P. Childs,Trustee in the estate of Raymond L.Moss, your petitioner as the administrator of the estate of Eugene P. Childs stated final account of Eugene P. Childs, in the captioned estate, which account covered the period 1940 through 1948, and that he further prepared all papers in the cause whereby this Court appointed your petitioner Substitute Trustee.

2. Therefore your petitioner proceeded to liquidate the assets of the estate and petitioned this Court to permit him to sell the stocks held by the estate, which petition was granted, and the stocks held by the estate, which petition was granted, and the stocks so held and having any market value were sold by your petitioner who also obtained a purchaser therefor through his own efforts and obtained a purchaser therefor through his own efforts and obtained all necessary documents for making said transfer.

3. Your petitioner was then informed bythe State Tax Commission of Maryland upon his inquiry, that the Annapolis Land CorporationIs charter had been forfeited in 1938 and therefore he has reason to believe that the said shares of stock in the Annapolis Land Corporation are valueless. Your Petitioner also attempted to determine whether or not the stocks of the Quaker City Loan & Finance Company Inc., had any value,but all efforts to locate said Quaker City Loan & Finance Company proved fruitless, and your petitioner therefore believes that the stock in said Company is also valueless. Correspondance with the State Tax Commissioner and various organizations in the State of Pennsylvania are attached hereto as exhibits.

4. Your Petitioner then proceeded to settle the matter of the sale of the remaining real estate to Samuel M. Ivery, Executor of the estate of Harry Ivrey, deceased, and thereafter petitioned this Court to allow him to publish an order Nisi advertising for creditors of the estate of Raymond L.Moss.

5.. He has prepared final account in the estate and is now in a position to turn over the balance of the estate in accordance with the Order of this Honorable Court dated 19th day of February,1951.

TO THE END, THEREFORE, your petitioner is advised that he is entitled to a fee and prays this Honorable Court to allow him such a fee as may be reasonable for the amount of work involved in settling said estate.

Respectfully submitted,

Eugene M. Childs, Substitute Trustee.

We, the undersigned members of the Bar of Anne Arundel County, have examined the papers and proceedings in the captioned estate as prepared by Eugene M. Childs, Substitute Trustee, and in our opinion do state that the sum of $300.00, would be a reasonable compensation for the work involved.

Albert J. Goodman,

William J.McWilliams

Ridgely P. Melvin, Jr.,

O R D E R

ORDERED BY THE Circuit Court for Anne Arundel County in Equity this 19th day of March,1951,upon the foregoing petition of the Auditor be abd she is authorized and directed to allow out of the proceeds and sales and funds in the hands of the substitute Trustee of the estate of Raymond L.Moss, the sum of $300.00, as compensation to the said Substitute Trustee for his work in the aforesaid estate.

Benjamin Michaelson,
Judge.

Exhibits not copied.

Filed 19 March, 1951.

← SEE BACK OF PAGE # 25 for PAGE 26 of this Equity Book #54 →

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF REGINALD KIRKPATRICK-HOWAT

No. 1700 Equity.
In the Circuit Court for
Anne Arundel County.

MORTGAGE --- Filed June 25th 1894.

THIS MORTGAGE, Made this Twenty-first day of December in the year one thousand eight hundred and eighty-eight by Reginald Kirkpatrick-Howat and Elizabeth Kirkpatrick_Howat, his wife, of Anne Arundel County, in the State of Maryland, of the first part, and William H. Thompson, of the County and State aforesaid, of the second part, Witnesseth:

WHEREAS, The said Reginald Kirkpatrick-Howat has this day received by way of loan an advance of Five hundred dollars from the said William H. Thompson, all of which is to be used in the payment of the purchase money of the property formerly owned by John S. Anderson and bought by said Kirkpatrick-Howat on the sixth day of November last at mortgagee's sale, for the payment of which Five Hundred Dollars one year after date the said Kirkpatrick-Howat has passed to the said Thompson his promissory note dated the Sixth day of November, Eighteen hundred and eighty eight, and whereas the execution of these presents to secure the payment of the said note, together with the semi-annual interest thereon reserved, was a condition precedent to said loan;

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said parties of the first part have bargained and sold and by these presents do grant and convey unto the said William H. Thompson in fee simple, all those pieces or parcels of ground situate, lying and being in the Second Election District of Anne Arundel County aforesaid and described as follows, to wit:

FIRST: All that tract of one hundred and twelve acres, more or less, which were conveyed to the said Reginald Kirkpatrick-Howat by James M. Munroe, Attorney, by deed dated seventeenth day of December, Eighteen hundred and eighty eight, and to be recorded among the land records of said county prior to this mortgage, being the same land mentioned in a mortgage from John S. Anderson to said William H. Thompson, dated the 19th day of May in the year 1883 and being the same property that was conveyed to the said John S. Anderson by James M. Munroe, trustee, by deed dated the 15th day of May in the year 1883.

SECOND: All that tract of land situate in the Second Election District of Anne Arundel County consisting of forty three and one-quarter acres of land, which was conveyed to the said Reginald Kirkpatrick-Howat by William O. Ligget, and wife by deed dated the 19th day of March, in the year 1886 and recorded among the Land Records of said County in Liber S.H. No. 28, folio 26 &c.

TOGETHER with the buildings and improvements thereupon, and the rights, roads, ways, waters, privileges, appurtenences, 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 William H. Thompson, his heirs and assigns forever.

Provided that if the said Reginald Kirkpatrick-Howat, his heirs, executors, administrators or assigns, shall well and truly pay the said sum of Five Hundred Dollars, together with the semi-annual interest thereon reserved according to the tenor of the aforesaid promissory note and shall perform all the covenants herein on his part to be performed, then this Mortgage shall be void.

AND it is agreed, that, until default be made in the premises, the said parties of the first part shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, and on the mortgage debt and interest hereby intended to be secured: which taxes, assessments, public dues, charges, mortgage debt and interest, the said parties of the first part for themselves and for their heirs, executors, administrators, and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said William H. Thompson his heirs and 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 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 in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply first, to the payment of all expenses incident to such sale, ---------- ---------- including all counsel or attorney's fees 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 parties of the first part for themselves and for their executors, administrators and assigns, do further covenant to insure, and pending the existence of this Mortgage, to keep insured the improvements on the hereby mortgaged land to amount of at least Five Hundred Dollars, and to cause the policy to be effected thereon to be so framed or indorsed, as in case of fire, to inure to the benefit of the said mortgagee to the extent of his lien or claim hereunder.

Witness. our hands and seals.

Test:

J. Thomas Beard, J.P.

R. Kirkpatrick-Howat (Seal)

Mary E. Kirkpatrick-Howat (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this Twenty-first day of December in the year one thousand eight hundred and eighty-eight before the subscriber, a Justice of the Peace of the State of Maryland, in and for the county aforesaid, personally appeared Reginald Kirkpatrick-Howat and Elizabeth Kirkpatrick-Howat his wife and acknowledged the aforegoing Mortgage to be their act; and now at the same time, before me, personally appeared also James M. Munroe, the attorney and agent of 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, that he is the attorney and agent of the mortgagee and is authorized to make this affidavit.

J. Thomas Beard J.P.

State of Maryland, Anne Arundel County, Sct.

I hereby certify that on this 29th day of December in the year 1888 before me the subscriber, a Justice of the Peace of the State of Maryland in and for the county aforesaid personally appeared James M. Munroe, the attorney and agent of within named mortgagee and made oath in due form of law that the consideration in the foregoing mortgage set out is true and bona fide as therein stated, that he is the agent and attorney of the said mortgagee and is authorized to make this affidavit.

James A. Medley, J.P.

Note.

$500.00 November 6th., 1888.

One year after date I promise to pay to the order of William H. Thompson Five Hundred 00/100 Dollars at Annapolis, Md. secured by mortgage.

Value received.

Due _____ __ R. Kirkpatrick-Howat.

Filed June 25th 1894

Bond -- Filed & Approved June 25th 1894. - Filed June 25th 1894.

Know all Men by these Presents,

That we James M. Munroe, Mary Chase Munroe and Medford Roe of Annapolis, Maryland are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this twenty third day of June in the year one thousand eight hundred and ninety-four.

WHEREAS the above bounden James M. Munroe as the Attorney to make sale of the mortgaged premises in case of default named in a mortgage from Reginald Kirkpatrick-Howat to William H. Thompson, dated the 25th day of December in the year 1888, and recorded among the land records of Anne Arundel County in Liber S.H. No. 34, fol. 152 &c is about to sell the property in said mortgaged mentioned, default thereunder having occurred.

Now, the Condition of the above Obligation is such, That if the above bound James M. Munroe, the said attorney do and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Sealed, signed and delivered in the presence of William F. Minnick

James M. Munroe (Seal)
Mary Chase Munroe (Seal)
Medford Roe (Seal)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF REGINALD KIRKPATRICK-HOWAT

No. 1700 Equity.
In the Circuit Court for
Anne Arundel County.

Report of Sale -- Filed August 1st. 1894.

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

The report of James M. Munroe, the attorney named in the mortgage filed in this case to make sale in case of default thereunder respectfully shows that after giving Bond, with security, for the faithful discharge of the trust reposed in him by said mortgagee and giving notice of the time, place, manner, and terms of sale by advertisement in the Anne Arundel Advertizer, a newspaper published and printed in Anne Arundel County, once a week for three successive weeks before the day of sale, and by hand-bills circulated throughout the neighborhood of said property he did, pursuant to said notice, attend at the Court House Door in Annapolis, Md. on the thirty first day of July in the year eighteen hundred and ninety four at eleven o'clock A.M. and then and there proceed to sell the property mentioned in said mortgage and the said advertizements.

He first offered the tract of land containing 112 acres of land as described in said advertizement, but not receiving any sufficient bid therefore withdrew the same.

He then offered the tract of land containing 43¼ acres of land as described in the said advertizement

And sold the same to Luther A. Palmer of Anne Arundel County he being then and there the highest bidder therefor, at the sum of Three hundred dollars and said purchaser has signed an agreement in writing filed in this Case to comply with the terms of sale.

All of which is respectfully submitted.

James M. Munroe, Attorney.

State of Maryland, Anne Arundel County, Sct.

On this first day of August eighteen hundred and ninety four personally appeared before me, a Deputy Clerk of the Circuit Court for Anne Arundel County James M. Munroe, the Attorney named in the above report of sale, and made oath, in due form of law, that the matter and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale was fairly made.

William N. Woodward
Deputy Clerk of the Ct. Ct. for A.A.Co.

ORDER NISI.

ORDERED, BY THE COURT this 1st day of August, 1894 that the sale of the property mentioned in these proceedings made and reported by James M. Munroe, the within named Attorney be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the first day of September next; Provided, a copy of this order be inserted in some newspaper printed and published in Anne Arundel County once in each of three successive weeks before the said first day of September next.

The report states the amount of sales to be $300.00

Sprigg Harwood,
Clerk.

Certificate of Publication — Office Anne Arundel Advertiser.

Annapolis, Md., Sept. 3rd., 1894.

I certify that the annexed Order Nisi - in the Matter of the Mortgaged real estate of Reginald Kirkpatrick-Howat was published in the Anne Arundel Advertiser, a weekly newspaper printed and published in the City of Annapolis, once a week for 3 successive weeks before the 1st day of September 1894. The first insertion being made the 9th day of August 1894.

W. Meade Holloday, Publisher.

ORDER

ORDERED BY THE COURT, This Seventh day of September 1894, 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 expense as he shall produce vouchers for to the Auditor.

I. Thomas Jones.

Filed Sept. 7" 1894.

Auditor's Report and Account. -- Filed October 17th 1894.

To the Honorable the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within account, in which he has charged the Attorney making sale of the mortgaged real estate with the proceeds of sale. He has then credited him with his Commissions; Expenses of Sale and Costs of Suit; and the balance he allowed the Estate of Wm. H. Thompson decs'd mortgagee in part payment of the amount due by the Mortgagors under this mortgage filed in this cause, a Statement of which is herewith filed

All of which is respectfully submitted.

J. Harwood Iglehart, Auditor.

ac.

Dr. The Mortgaged Real Estate of Reg. Kirkpatrick Howat in/with James M. Munroe, Esq. Atty.

July 31 1894

To Attorney for Commissions	$		$ 21.00
To Expenses of Sale viz:			
" Advertising in A. A. Advertiser		12.00	
" Auctioneer - Wm. F. Minnick		10.00	
" Anne Arundel Advertizer printing hand bills		3.00	
" _____ _____Publishing Order Nisi		3.00	
" Evening Capital Publishing Order Nisi on Auditor's Account		3.00	31.00
To Attorney for Costs of Suit, viz:			
" Sprigg Harwood Esq.Clerk Ct. Ct.		9.00	
" Solicitor		10.00	
" Auditor		4.50	23.50
			$75.50

To Estate of William H. Thompson	$	$
dec'sd Mortgagee in part payment of the		
mortgage debt due, as per Statement of		
Claims herewith filed		224.50
		300.00

Statement of Mortgage Claim.

To Amount due on Principal Note,		
secured by Mortgage to Wm H. Thompson,		
dated 21st. day of December /88	500.00	
To Interest thereon from Nov. 6"		
1892 to July 31" 1894 (y m dys 1-8-25)	52.08	552.08
By Amt. allowed in the afore-		
going account		224.50
To Balance due mortgagor		$327.58

Cr. July 31" 1894 By Amount of Sale of Real Estate as per Attorney's Report of Sale filed $300.00

ORDER NISI. Anne Arundel County.

ORDERED BY THE COURT, this 17th day of October 1894 that the aforegoing Report and Account be ratified and confirmed as stated and reported by the Auditor, unless cause to the contrary be shown within ten days of this date, provided a copy of this order be published at least three times during said ten days in some newspaper printed and published in Anne Arundel County.

Sprigg Harwood, Clerk.

The Evening Capital.

We hereby certify that the annexed advertisement, Order Nisi No. 1700 Equity was published in the"Evening Capital" three times before the 27th day of Oct. 1894, the first insertion being on the 17th day of Oct. 1894.

W. M. Abbott & Son.

In the Circuit Court for Anne Arundel County.

ORDERED BY THE COURT, this 18th day of January 1895, 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.

Jas. Revell

Filed October 17th 1894.

Trustee's Report of Sale & Order Nisi 2nd Report --Filed December 8" 1894

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF REGINALD KIRKPATRICK-HOWET. No. 1700 Equity, In the Ct. Ct. for A. A. Co.

To The Honorable, The Judges of said Court:--

The report of James M. Munroe, Attorney named in the mortgage filed in this case to make

sale of the mortgaged property in case of default, respectfully shows:--

That as will appear by his first report of sale filed in this case on August 1, 1894, after giving bond with security, and otherwise complying with the requirements of the law in such cases made and provided, he sold a portion of the land as therein set forth, but one other portion of said land remained unsold for want of any sufficient bid therefor. The portion unsold consists of a tract of land of 112 acres with inferior improvements, which said land is in a very bad condition and unsalable. And, after making diligent efforts without success to sell said farm, he has finally accepted an offer of $450, payable in cash on the final ratification of said sale, and for the said sum of $450 has sold the said land to Basil L. Gates of Anne Arundel County, Maryland, at private sale.

The attorney respectfully shows that this is the best offer that he has been able to secure or expects to secure, and therefore recommends that the said sale be ratified,

All of which is respectfully submitted.

James M. Munroe, Attorney.

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

On the 8th day of December, 1894, before me the Subscriber, A Deputy Clerk of the Circuit Court for said County, personally appeared James M. Munroe, attorney named in the above Report of Sale, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale was fairly made.

William N. Woodward, Deputy Clerk.

ORDER NISI.

Ordered by the Court this 8th day of December, 1894, that the sale of the property mentioned in these proceedings, made and reported by James M. Munroe, the within named attorney, to Basil L. Gates, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 8th day of January, 1895; provided a copy of this order by inserted in some Newspaper printed and published in Anne Arundel County, once in each of three successive weeks before the said 8th day of January, 1895,

The report states the amount of sales to be $450.

Sprigg Harwood, Clerk.

Office Anne Arundel Advertiser.

Annapolis, Md., Jan. 8th 1895.

I certify that the annexed Order Nisi - in the Matter of the Mortgaged real estate of Reginald Kirkpatrick-Howat was published in the Anne Arundel Advertiser, a weekly newspaper published in the City of Annapolis, once a week for 3 successive weeks before the 8" day of January, 1895. The first insertion being made the 13th day of December, 1894.

W. Meade Holloday, Publisher.

ORDER.

Ordered by the Court this 18th day of January, 1895 that the within reported sale be and it is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice thereof appears to have been given as required by the preceding order

nisi, The Attorney is allowed the usual commissions and such expenses as he shall produce vouchers for to the auditor.

Jas. Revell.

Filed January 18th 1895.

Auditor's 2nd Report and Account. -- Filed April 5th 1895.

To the Honorable the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within account in which he has charged the Attorney making sale with the proceeds of the sale of the Mortgaged real estate as pr report filed. He has then credited him with his commissions expenses of sale and costs of suit. and the balance be allowed the estate of Wm. H. Thompson deceased, mortgagee in part payment of the Mortgage Claim filed in this cause.

All of which is respectfully submitted,

James W. Owens, Auditor.

Dr. The mortgaged Real Estate of Reginald K. Howatt in ac. with James M. Munroe, Attorney.

Dec. 8" 1894

To the Trustee for Commissions	$	$ 30.00
" " " " Expenses of sale viz:		
" advertising order nisi A.A.Advertiser		3.00
To the Attorney for costs of suit, viz:		
" Clerk Circuit Court additional costs	4.00	
" Auditor (Paid J.W.Owens) Feby 14, 1895	4.50	8.50
To taxes pd E. Williams Treasurer as follows		
Taxes for 1893 on property sold at first		
sale, apportioned	16.94	
" Taxes for 1892 on property sold second sale	28.26	
" " " 1893 " " " " "	22.65	
" " " 1894 " " " " "	22.10	89.95
		$131.45
To Estate of William H. Thompson deceased		
Mortgagee in part payment of Mortgage		
debt as pr memorandum below		318.55
		$450.00

Memorandum of Mortgage Claim

Balance due Mortgagee as pr first Audi-		
tors a/c filed in this cause as of		
date of July 31st 1894	$327.58	
Interest thereon to Dec, 8th 1894		
4 months , 8 days	6.92	334.50
By Amount credited supra		318.55
To Balance due Mortgagee		$ 15.95

Cr. Dec. 8 1894 By Amount of sale of real estate
as per Attorneys report filed $450.00

Mary Elizabeth Ellinghausen and Harry L. Ellinghausen, her husband, John Stehle and Adaline Stehle, his wife, Louise Kimball and John A. Kimball, her husband, Annie J. Brown, widow, Viola Stehle, widow, Jeanette Irons and Dale Irons, her husband, Frederick Stehle, 3rd and Grace Stehle, his wife, Frances Stehle and Emma Stehle, his wife, Sallie Stehle, widow, Norris Stehle and Mary Stehle, his wife, Estelle Stehle, single, Roland Stehle, single,

vs.

James J. Stehle and Alice S. Stehle, his wife, Merle Stehle and John Louis Stehle, infants

No. 7914 Equity.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY.

BILL OF COMPLAINT. --- Filed Oct. 31st 1939.

Mr. Clerk:

Please docket this suit, file this Bill of Complaint and issue subpoenas for the defendants who reside at No. 1009 West Street, and 140 Conduit Street, Annapolis, Maryland, respectfully.

George B. Woefel
Solicitor for Plaintiffs

To the Honorable, the Judge of said Court:

That Frederick Stehle, also known as Frederick Staley, was during his lifetime seized and possessed of two tracts of land lying, being and situate in the City of Annapolis which he acquired by two separate deeds, the first from Thomas H. Jefferson and Mary E. Jefferson, his wife, said deed being dated September 29th, 1866, and recorded among the Land Records of Anne Arundel County in Liber G.E.G. No. 2, folio 205, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit No. 1 and is prayed to be taken as a part and parcel of this bill as fully as though the same were incorporated herein and the second a ninety-nine year leasehold procured from James D. Murray and Elizabeth M. Murray, his wife, by lease dated October 3rd, 1890, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 37, folio 615, a certified copy of said lease being filed herewith as Plaintiffs' Exhibit No. 2 and is prayed to be taken as part and parcel of this bill of complaint.

The reversion and merger in the said ninety-nine year leasehold estate was subsequently procured by said Frederick Stehle from James D. Murray and Elizabeth M. Murray, his wife, by deed dated the 28th day of April, 1902, said deed being duly recorded among the aforesaid Land Records in Liber G. W. 25, folio 185, a certified copy of said deed being filed in these proceedings as Plaintiff's Exhibit No. 3 and is prayed to be taken as part and parcel of this Bill of Complaint.

2. That being so seized and possessed Frederick Stehle died testate during the year 1918 and by his last will and testament devised all of his property real, personal and mixed to his beloved wife, Augusta Stehle, for and during the term of her natural life and after her death to their children, a certified copy of said will being filed herewith as Plaintiff's Exhibit No. 4 and is prayed to be taken as part and parcel of this Bill of Complaint and that even though no letters were ever taken out on his estate during his widow's lifetime she accepted the benefits of said will and collected all rents and profits arising from said realty and held the will in her possession until her death whence the same was found among her possessions and probated.

3. That the said Augusta Stehle died on or about the 22nd day of December, 1938, leaving surviving her the following named children and grandchildren upon whom the title devolved by the will and by operation of law, to wit:

(a) Mary Elizabeth Stehle, a daughter, who intermarried one Harry Ellinghausen.

(b) James J. Stehle, a son.

(c) John J. Stehle, a son.

(d) Louise Stehle, a daughter, who intermarried one John A. Kimball

(e) Annie J. Stehle, a daughter, who intermarried one Albert W. Brown.

And the following grandchildren, the children of a deceased son Frederick Stehle, Jr.

(f) Frederick Stehle, 3rd, and adult.

(g) Jeanette Stehle, who intermarried one Dale Irons.

(h) Frances Stehle, an adult.

And the following grandchildren, the children of deceased son William Stehle.

(i) Norris Stehle, an adult.

(j) Estelle Stehle, an adult.

(k) Roland Stehle, an adult.

(l) Merle Stehle, an infant.

(m) John Louis Stehle, an infant.

4. That letters of administration have not been taken out on the estates of Frederick Stehle, Augusta Stehle, widow of Frederick Stehle, Frederick Stehle, Jr., or William Stehle, because they left no personal property.

5. That the aforesaid lots of ground are improved by three frame dwellings and cannot be divided in kind without material loss or injury to the parties interested.

Wherefore, your Orators, pray:

1. That a trustee may be appointed to make sale of the property herein mentioned for the purpose of partition and the money arising therefrom be divided according to their respective interest therein after the payment of all debts and costs.

2. That this Honorable Court may direct notice to be given by publication to all resident and non resident creditors of such decedants to file in this Court their claims against the said decedents in accordance with Art. 93, Section 114.

3. That your Orators may have such other and further relief as their case may require.

May it please your Honor to grant unto your Orators, the writ of subpoena directed to James J. Stehle and Alice S. Stehle, his wife, adults and to the said Merle Stehle and John Louis Stehle, infants, who reside with their mother at No. 1009 West Street, Annapolis, Maryland, commanding them to be and appear in this Honorable Court on some day certain to be named therein to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

George B. Woelfel

Solicitor for Plaintiffs.

Filed Oct. 31st., 1939.

Plaintiffs Exhibit #1 -- Filed October 31st., 1939.

U. States Int. Rev. 6 Stamps of 25 cents each W.H.I. & M.E.I. Sept. 29,1866

THIS DEED made this twenty ninth day of September Eighteen hundred and sixty-six by Thomas H. Jefferson and Mary E. his wife of Annapolis Anne Arundel County, Maryland.

Witnesseth that for and in consideration of the sum of fourteen hundred dollars to them/paid by Frederick Staley of the said City, the receipt whereof is hereby acknowledged, in hand the said parties of the first part do hereby sell grant and convey to the said Frederick Staley his heirs and assigns, all those two lots and parcels of ground situated on the south side of West Street extended in the City of Annapolis one of the said lots fronting fifty feet on said street and running back one hundred feet, and the other fronting four feet on said Street and extended southwardly twenty six feet, and adjoining the first mentioned lot, which two lots were conveyed to the said Thomas H. Jefferson by Arsene N. Girault, by deed dated the fourth day of September eighteen hundred and sixty-two and recorded in Liber N.H.G. No. 10 folio 524 &c., one of the Land Records of Anne Arundel County as by reference thereto will more fully appear, and which said lots and premises are in the possession of the said party of the second part.

TO HAVE AND TO HOLD the same with all the buildings and improvements unto the said party of the second part his heirs and assigns forever.

Witness our hands and seals.

Witness:

Wm. R. Thompson

Thomas H. X (his mark) Jefferson (Seal)

Mary E. X (her mark) Jefferson (Seal)

MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify that on this 29th day of September 1866, before the subscriber a Justice of the Peace of the said State in and for Anne Arundel County aforesaid, personally appeared Thomas H. Jefferson and Mary E. Jefferson, his wife, and severally acknowledged the foregoing instrument of writing to be their respective act and deed.

Wm. R. Thompson, J.P.

Recorded 3d day of October 1866

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify that the foregoing Deed was truly taken and copied from Liber G.E.G. No. 2 folio 205, 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 7th day of September, A.D. 1939.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed Oct. 31st., 1939.

ELIZABETH ELLINGHAUSEN, ET AL — No. 7914 Equity.

vs. — IN THE CIRCUIT COURT FOR

MERLE STEHLE, ET AL. — ANNE ARUNDEL COUNTY.

Plaintiff_Exhibit # 2 -- Filed Oct. 31st., 1939.

THIS LEASE, made this third day of October Eighteen Hundred and ninety from James D . Murray and Elizabeth M. Murray, his wife to Frederick Staley all of Anne Arundel County and state of Maryland,

Witnesseth that the said James D. Murray and Elizabeth M. Murray do hereby lease unto the said Frederick Staley his personal representatives and assigns all that lot of ground lying upon a proposed street called Second Street in the City of Annapolis described as follows, Beginning for the same on the line of a proposed street called Second Street running southwestwardly out of West Street extended at a point distant one hundred and six feet from the line of said West Street extended said point being in the back line of the property now owned and occupied by the said Staley and running thence west ninety seven feet with said back line to a point thence southwestwardly twenty eight feet six inches to a point thence eastwardly in a line parallel to said first line ninety-seven feet to the line of said Second Street thence with said street thirty feet to the point of beginning. Said lot being the same as that designated as lot Number sixty (60) on a plat of survey made by John Duvall surveyor dated 1887, and recorded or to be recorded among the Land Records of Anne Arundel County aforesaid, for the term of ninety nine years renewable forever, beginning for said lease on the first day of September eighteen hundred and ninety, the said Frederick Staley paying therefor as rent the sum of Fifteen dollars per annum in one yearly payment upon the first day of September in each and every year during the term of this lease over and above all taxes and assessments. Provided, that if the rent

shall be in arrears in whole or in part at anytime it shall be lawful for the said Murray his heirs and assigns to make distress therefor and the said Frederick Staley for himself his heirs and assigns hereby covenants with the said James D. Murray his heirs and assigns to pay the aforesaid rent, taxes, and assessments when legally demandable, and the said James D. Murray for himself his heirs and assigns hereby covenants with the said Frederick Staley his representatives and assigns, that he will specially warrant the property hereby leased and also that at any time after the date of these presents during the continuance of this lease or its renewal on the payment of two hundred and fifty dollars with all rents accrued and unpaid at the cost of the said Staley the aforesaid lot shall be released and discharged from the payment of the aforesaid rent and all the covenants therein by a deed sufficient for that purpose.

Witness their hands and seals.

Test:

Jas. W. Gray

Jas. D. Murray (Seal)

Elizabeth M. Murray (Seal)

Fred X Stekle (Seal)
his
mark

State of Maryland, Anne Arundel County, Sct:

On this 3rd day of Oct. 1890 before the subscriber, a Justice of the Peace in and for said State and County personally appeared James D. Murray & Mrs. E. M. Murray, and each acknowledged the aforegoing to be his act and deed respectively.

Jas. W. Gray J.P.

Recorded 22 October 1890

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify that the foregoing Lease was truly taken and copied from Liber S. H. No. 37, folio 615, 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 7th day of September A. D. 1939.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed Oct. 31st., 1939.

Plaintiff_ Exhibit #3 -- Filed Oct. 31st., 1939.

THIS DEED, Made this twenty-eighth day of April nineteen hundred and two by James D. Murray and Elizabeth M. Murray, his wife, parties of the first part, and Frederick Stehle, Senior, party of the second part, and Frederick Stehle, Junior, party of the third part: All of Anne Arundel County, State of Maryland; Witnesseth that the said James D. Murray and Elizabeth M. Murray, in consideration of the sum of Two Hundred and Fifty Dollars ($250.00) to them in hand paid by the said Frederick Stehle, Senior, the receipt whereof is hereby acknowledged, have sold and do hereby grant and convey unto the said Frederick Stehle, Senior, his heirs and assigns, all that lot of ground lying and situate in the City of Annapolis on the West side of a street called and known as Second Street, which is thus described.

BEGINNING for the same at a point on the west side of said street, distant one hundred and six feet in a southerly direction from the point of intersection of the said west line

of Second Street with the south line of West Street Extended, and running thence with said line of Second Street Southerly thirty feet for the front of the lot hereby conveyed; thence in a westerly directien ninety seven feet; thence parallel with the line of Second Street, twenty eight feet in a northerly direction; thence in an easterly direction ninety seven feet, more or less to the point of beginning. Together with the improvements thereon and all and singular the rights, privileges, and appurtenances thereto belonging or in anywise appertain - ing; the same being the lot of ground which was leased by lease dated the third day of October, eighteen hundred and ninety and recorded among the Land Records of Anne Arundel County, Maryland, in Liber S. H. No. 37 folio 616, etc., from the said James D. Murray to the said Frederick Stehle, Senior, and being a portion of the lot No. 4 as designated and laid down on the plat of the sub-division of the real estate of James Murray, late of said County deceased and father of the said James D. Murray as said real estate was sub-divided and described in the return of the Commissioners to make partition in a cause in the Circuit Court for said county depending wherein Catherine Murray and others were complainants, and Ketmah Murray and others were defendants, and as said Lot No. 4 was assigned by the decree in partition, passed in said cause on the twenty-fifth day of January eighteen hundred and sixty-eight with other property to the said James D. Murray.

Subject, however, as to the lot hereby conveyed to a free and convenient private right of way to the said Frederick Stehle, Junior, his heirs and assigns, over the lot hereby conveyed for man and beast, vehicles, stock and foot passengers, to pass and repass at his or their pleasure from the said street called Second Street, to the lot conveyed to the said Frederick Stehle, Junior, from Ketmah Murray, by deed dated the seventh day of April nineteen hundred and Two and recorded, or intended to be recorded among the said Land Records prior to the record of these presents, which said lot is situate in the rear of the lot hereby conveyed and access to which can only be conveniently had over the lot hereby conveyed.

And the said Frederick Stehle, Senior and Frederick Stehle, Junior respectively covenant each with the other and with the said parties of the first part, in consideration of the execution and delivery of this deed and of the deed aforesaid from the said Ketmah Murray to the said Frederick Stehle, Junior and in execution of an agreement among all the parties to the two deeds aforesaid as to the mode of access and right of way to the lot conveyed to the said Frederick Stehle, Junior that the said Frederick Stehle Junior his heirs and assigns, shall have and continue to have, free and convenient access and right of way as aforesaid to the lot so conveyed to the said Frederick Stehle, Junior from said Street and over the lot hereby conveyed, to pass and repass at his or their pleasure from the streets aforesaid to the lot so conveyed to the said Frederick Stehle, Jr.

And the said Frederick Stehle, Junior for himself his heirs and assigns, in consideration of the premises and in execution of the agreement among all the parties to the said deeds as before stated hereby covenants and agrees that the right of way aforesaid over the lot hereby conveyed is satisfactory to him and that he does not and will not hereafter claim any way of necessity over any other land of the said Ketmah Murray, under her deed to him aforesaid.

Witness their hands and seals
Test as to James D. Murray, Elizabeth M. Murray, Frederick Stehle, Senior and Frederick Stehle, Junior

Jas. A. Walton

Jas. H. Murray (Seal)
Elizabeth M. Murray (Seal)
Frederick his X mark Stehle, Sr. (Seal)

Frederick Stehle, Jr. (Seal)

Maryland, Anne Arundel County, to wit:

I hereby certify that on this twenty-eighth day of April, 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 James D. Murray and Elizabeth M. Murray, his wife, and each acknowledged the foregoing instrument to be their respective act and deed.

Witness my hand and Notarial Seal:

(Seal) Jas. A. Walton

Notary Public

Recorded 30 April 1902

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify that the foregoing Deed was truly taken and copied from Liber G. W. No. 25, folio 185 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 8th day of September, A.D. 1939.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed Oct. 31st., 1939.

Plaintiffs' Exhibit # 4 -- Filed Oct. 31st., 1939.

In the name of God, Amen.

I, Frederick Stehle, of the City of Annapolis, Anne Arundel County, State of Maryland, do hereby make this my last will and testament in manner following, that is to say:

(1) I hereby give and bequeath unto my wife, Agusta Stehle, ---------- all my personal property of which I may die possessed, absolutely,

(2) I hereby give and devise all the rest and residue of my property, both real and mixed, of which I may die seized and possessed, unto my wife, Agusta Stehle, to be held by her during the term of her natural life; and from and after the death of my said wife, then to be equally divided among my children, namely, Mary E. Ellinghausen, wife of Harry L. Ellinghausen, Frederick W. Stehle, Annie J. Brown, wife of A. W. Brown, James J. Stehle, Wm. R. Stehle, John J. Stehle and Louise A. C. Stehle, and the issue, then living, of any of my above named children, which may then be deceased; the issue of said deceased children to take per stirpes and not per capita, only the share or respective shares which the parent or respective parents if living would have taken.

(3) I constitute and appoint my wife, Agusta Stehle, to be the executrix of this my last will and testament, hereby revoking all other wills and codicils by me heretofore made.

In testimony whereof I have hereunto subscribed my name and affixed my seal this thirtieth day of June, in the year nineteen hundred and eleven.

Witness: his Frederick x Stehle (SEAL) mark

Harry J. Hopkins

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 the presence of each other, have hereunto subscribed our names as witnesses.

William F. Flood

Clarence Williams

ANNE ARUNDEL COUNTY, Ss:

On the 13th day of September, 1939 came George B. Woelfel and made Oath in due form of law, that he does not know of any Will or Codicil of Frederick Stehle late of said County, deceased, other than the above instrument of writing, and that he received the same from James Stehle who found the same amongst the papers of Augusta Stehle, widow of deceased, at her death. "All Parties Notified" Frederick Stehle departed this life on the 6th day of December, 1918

Sworn to before the subscriber

Test: R. Glenn Prout

Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 18th day of February, 1939 came William Flood and on September 8th, 1939, came Clarence Williams, the two subscribing witnesses to the aforegoing last Will and Testament of Frederick Stehle late of said County, deceased, and made oath in due form of law, that they did see the Testator Frederick Stehle 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 before the subscriber

Test: R. Glenn Prout

Register of Wills for Anne Arundel County.

The Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Frederick Stehle, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 13th day of September, 1939, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Frederick Stehle, 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 Frederick Stehle late of said County deceased together with proof and probate thereof taken from Wills Liber W.M.H. 1 folio 475, which is one of the records filed, recorded and
Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 22nd day of September in the year of our Lord, nineteen hundred and thirty-nine.

(COURT SEAL) R. Glenn Prout

Register of Wills for Anne Arundel County.

Filed Oct. 31st., 1939.

Answer of James J. Stehle and Alice S. Stehle, his wife. --Filed Nov. 10th. 1939.

To the Honorable, the Judge of said Court:

The answer of James J. Stehle and Alice S. Stehle, his wife, by Walter T. Schmidt, solicitor, respectfully states unto your honor:

1. Your respondents admit the title allegations contained in Paragraph One of the Bill of Complaint exhibited against them in this cause; but state that during the lifetime of Frederick Stehle, the father of your respondent James J. Stehle, the said Frederick Stehle then owned a piece of property known as the Jefferson tract, as alleged, improved by three small houses, in poor condition, and likewise owned an unimproved lot of ground known as the Murray lot, in the rear thereof; and in the year 1918 your respondent agreed with his father to repair the three houses on West Street on the Jefferson lot, and shingle them in consideration of the transfer to him of the said Murray lot by his said father.

That in said year, to wit; 1918, your respondent carried out his portion of the contract and shingled the three houses for his father, and upon completion thereof, he erected a garage on the Murray lot, for himself, with his father's permission; that Winson G. Gott, Attorney prepared for your respondent a deed to the Murray lot at that time, but prior to the execution thereof by his father, the said Frederick Stehle departed this life, on December 6, 1918; whereupon, shortly thereafter Winson G. Gott, Attorney prepared another deed for execution by his brothers and sisters and all of his brothers and sisters with the sole exception of his sister Elizabeth and her husband executed said deed, This deed was held by Attorney Gott awaiting the signature of the two aforesaid parties thereto, when said attorney died and the deed has never been found. Moreover your respondents feel that the Murray lot belongs to them rightfully in view of the fact that he, the said James J. Stehle has held the entire said lot adversely to any claim of his father and his brothers and sisters for a period of more than twenty years.

2. That your respondents admit the allegations contained in paragraph two of the bill of complaint, except in so far as the same has been qualified by the foregoing facts stated in paragraph one hereof.

3. That your respondents admit the allegations contained in paragraph three of the bill of complaint.

4. That your respondents admit that no letters of administration have heretofore been taken out on the estates of the parties mentioned in paragraph four of the bill of complaint.

5. That your respondents admit that the Fefferson lot improved by three frame dwellings, mentioned in paragraph 5 of the bill of complaint cannot be divided in kind without material loss and injury, but answering further, state that the Murray lot, improved by a garage, is owned by your respondents, for the reasons set forth in paragraph one, and therefore should not be sold.

And having fully answered the bill of complaint exhibited against them in these proceedings, as was advised by counsel, they pray to be hence dismissed, with their proper costs.

And as in duty bound, etc.

James J. Stehle

Alice S. Stehle, Respondents

Walter T. Schmidt
Solicitor for above.

Filed Nov. 19th 1939

Service of copy hereof admitted this 10th day of November, 1939.

George B. Woelfel

Solicitor for Complainants.

Petition for appointment of guardian ad litem and order of Court thereon.-Fd. Nov. 16th 1939.

To the Honorable, the Judge of said Court:

The petition of Elizabeth Ellinghausen, plaintiff in the above entitled cause, respectfully shows:

1. That the said Merle Stehle and John Louis Stehle, the two defendants in the said cause have been duly returned summoned, but being infants they cannot answer and defend this suit for themselves.

Wherefore, your Petitioner, prays:

That this Honorable Court may appoint a guardian ad litem to appear and answer for the said infant defendants.

And as in duty bound, etc.

George B. Woelfel

Solicitor for Plaintiffs

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 16th day of November, in the year 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Elizabeth Ellinghausen and made oath in due form of law that the matters and facts stated in the aforegoing petition are true to the best of her 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 16th day of November, in the year 1939, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that Emanuel Klawans be, and he is hereby appointed guardian ad litem to appear and answer for the infant defendants in this suit mentioned, to wit: Merle Stehle and John Louis Stehle.

Ridgely P. Melvin, Judge.

Filed Nov. 16th 1939.

Answer of infant defendants by their guardian ad litem -- Filed Nov. 16" 1939.

To the Honorable, the Judge of the said Court:

The joint and several answer of Merle Stehle and John Louis Stehle, infants, by Emanuel Klawans, their guardian ad litem, duly appointed by order of this Honorable Court to appear and answer the bill of complaint of Elizabeth Ellinghausen, et al, against them in this Honorable Court exhibited, respectfully shows:

That these Defendants being infants cannot admit any of the allegations or matters or things in the said bill alleged and submit their rights thereunder to the protection of this Honorable Court.

And as in duty bound, etc.

Emanuel Klawans
Guardian ad litem

Filed Nov. 16" 1939.

Petition to take testimony and order of Court thereon -- Filed Nov. 16" 1939.

To the Honorable, the Judge of the said Court:

The petition of Elizabeth Ellinghausen respectfully shows:

1. That heretofore, to wit: This plaintiff has filed her bill of complaint in this Honorable Court and that both of the said infant defendants by their guardian ad litem have answered said bill.

2. That your Petitioner now desires to take testimony to substantiate the allegations in the said bill of complaint.

To the end, therefore,

That leave may be granted to your Petitioner to take testimony before any one of the standing examiners of this Honorable Court to substantiate the allegations in her bill of complaint.

And as in duty bound, etc.

George B. Woelfel

Solicitor for Plaintiff.

ORDER OF COURT

Upon the aforegoing petition, it is this 27th day of September, in the year 1939, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that leave be, and the same is hereby granted to the parties to this cause to take testimony before any one of the standing examiners of this Honorable Court.

Ridgely P. Melvin, Judge.

Filed Nov. 27, 1939.

Statement and Claim of the Farmers National Bank of Annapolis. --Filed Jan. 4th 1940

Note of Anna J. Brown and Augusta Stehle, to The Farmers National Bank of Annapolis, dated November 4, 1938 $415.00

Plus interest from February 2, 1939

Note of Augusta Stehle to The Farmers National Bank of Annapolis, dated October 29, 1938 200.00

Plus interest from January 27, 1939

Note of Augusta Stehle to The Farmers National Bank of Annapolis, dated December 8, 1938 65.00

Plus interest from March 8, 1939

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this 2nd. day of January 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 DANIEL H. NICHOLS, Cashier of The Farmers National Bank of Annapolis, and made oath in due form of law that the foregoing is a true statement of the amount due The Farmers National Bank of Annapolis on the above entitled notes now remaining due and unpaid, to the best of his knowledge and belief.

AS witness my hand and Notarial seal.

(NOTARIAL SEAL) Beatrice A. Velenovsky
Notary Public.

My Commission expires May 5, 1941.

Testimony on behalf of the Plaintiffs and Defendants. Jan. 25th,1940--Filed Feby. 10"1940.

PRESENT:-

Mr. George B. Woelfel, Solicitor for Plaintiffs.

Mr. Walter J. Schmidt, Solicitor for James J. Stehle.

Mr. Emanuel Klawans, Guardian ad Litem.

Mr. Marvin I. Anderson, Examiner.

Juliet D. Strahorn, Court Stenographer.

---Agreement of Counsel to waive signatures.

WITNESSES:-

Annie J. Brown, ---------- 2 to 6 ------6

John J. Stehle, ----------7 to 8 ------8

James J. Stehle, ---------- 9 to 10 -----10

Mrs. Annie J. Brown, a witness of lawful age, being first duly sworn, deposes and says:-

(Woelfel)

1. State your name and residence?

A. Annie J. Brown, 160 West St., Annapolis, Md.

2. You are the widow of Albert W. Brown are you not?

A. Yes.

3. Did you know Frederick Stehle, if so who was he?

A. He was my father.

4. How did your father spell his name?

A. When we were children going to St. Mary's school they put our names as "Staley" but that was not right, my father just simply transferred his name from German into English which would be "Stehle" and since that was made known we always went by the name of "Stehle", simply translated from the German.

5. Is your father Frederick Stehle now living or dead?

A. He is dead, he died June 12th, 1918.

6. Did he leave a last will and testament?

A. Yes, he left a Will, everything to be his until his death and at his death to go to mother and at her death to be equally divided among the seven children.

7. Is this a certified copy of your father's will?

A. Yes.

---Offered in evidence as Exhibit A.

8. Were Letters of Administration taken out on your father's estate?

A. No, the Will was held by mother until after she died and was not probated until 21 years after father had been dead, and the reason no Letters were issued was due to the fact, I was informed, that there was no personal property and all he had was real estate and that the title could be cleared in these proceedings, that is what you told me, Mr. Woelfel.

9. What real estate, if any, did your father own at the time of his death?

A. He first bought a piece of property on West street from Thomas H. Jefferson and Mary E. Jefferson, his wife, the deed was dated September 29th, 1866 and was made to father in his original name of Frederick Staley that lot has a frontage on West street of fifty feet and

runs back 100 feet.

10. I hand you a certified copy of the said deed which has heretofore been marked as Plaintiff's Exhibit No. 1, and ask you if that is the deed to this property?

A. It looks like it to me.

----Filed as Exam. Exh. B

11. Did your father leave any other real estate in the City of Annapolis?

A. Yes, he first leased a lot of ground which has a frontage of 30 feet on Third street and running back 97 feet; that lot was directly in the rear of the three lots which he had heretofore purchased from Jefferson facing on West street.

12. I hand you a lease dated October 3rd, 1890 from James D. Murray and Elizabeth M.Murray, his wife, to Frederick Stehle and ask you if this is a certified copy of the original lease of your father?

A. Yes it is.

----Filed as Examiner's Exh. C.

13. That lease was a 99 year ground rent lease renewable forever was it not?

A. Yes, it was.

14. Did your father ever acquire fee simple title to that property?

A. Yes, by deed dated April 28th, 1902 father acquired fee simple title.

15. Is this a certified copy of the deed conveying the fee simple title to Frederick Stehle, Sr?

A. It is.

-----Filed as Exam. Exh. D

16. What children did your father, Frederick Stehle, Sr. have?

A. Mary Elizabeth who married Harry Ellinghausen.

Frederick William Stehle who married Viola Williams.

Anna J. Stehle who married Albert W. Brown, who is dead.

James J. Stehle who married Alice G. Spriggs.

William R. Stehle, who married Sallie Norris.

John J. Stehle, who married Adaline M. Polyanski.

Louise A. Stehle who married John A. Kimball.

Those are the seven children who are adults, there were two others who died in infancy.

17. Which of these seven children are living and which are dead?

A. All of them are living with the exception of two

Frederick William Stehle is dead, and

William R. Stehle is dead.

18. What children, if any, did Frederick William Stehle leave?

He left his widow, Viola Stehle, and the following children,-

Jeanette who married Dole Irons,

Frederick, lll who married Grace Wells,

Francis who married Emma Hess,

they are all of the children of Frederick William Stehle, Jr. They are all of full age.

19. You stated that William R. Stehle is dead, did he leave a widow and children?

A. Yes, he left a widow, Sallie and five children, namely,

Norris Stehle who married Mary Bowman,

Mary Estelle Stehle, single,

Roland Stehle, single,

these three are all adults, and he left also

Merle Stehle and

John Louis Stehle, both of whom are infants.

20. Is your mother, Augusta Stehle, the wife of Frederick Stehle, Sr. now living?

A. She died December 22nd, 1938 in Annapolis.

21. Were any Letters of Administration taken out on the estate of Augusta Stehle?

A. No.

22. Were any Letters of Administration taken out on the estate of Frederick William Stehle, Jr. or William R. Stehle?

A. Not that I know of. They had no personal property.

23. Are there any improvements on the ground that was owned by your father?

A. There are three frame dwellings on the West street side and a grage on the Third street or Murray lot.

24. When were the three houses erected on the West street property?

A. After the fire which was 35 years ago, the fire was the 17th of April and they were erected after that.

25. Can those three houses be divided in kind among all the children without loss or injury to them or either of them?

A. I don't think so.

26. Why cannot it be divided?

A. Because you would have to cut the houses into more than seven parts it just can't be done.

27. Do you think the garage and lot should be sold and divided?

A. No I don't, I think it should be just as my father said it should be.

28. What did your father say?

A. Well, I was not there but I have heard my mother say time and time again, and I know my sister-in-law, Viola, says she heard father say that he would give Jim (James J. Stehle) the lot for altering and improving the three houses and shingling them as I know he did.

29. Who erected the garage on the lot in the back?

A. Jim did far as I know.

30. In what year was that built?

A. I could not say exactly but it was started just before my father died.

31. Therefore you don't think that lot and garage should be sold?

A. Certainly I don't think so.

32. Has any one objected to the use of this garage property by James J. S Stehle during all that time?

A. I don't know of anybody who ever has.

33. Since the death of your mother you have collected the rents from the property have you not?

A. Yes, I have. I have kept an account of it and will furnish it as I desire to file it.

----Filed as Exam. Exh. E.

CROSS EXAMINATION.

(Schmidt).

1. Do you recall ever signing a deed with any of your brothers and sisters to turn this property over to James J. Stehle?

A. My mother came and asked me about it and my husband and I did sign it at my home.

2. That was to turn this Murray or garage property over to Jim?

A. Yes.

3. Do you know whether your brother James ever got that deed?

A. Not to my knowledge, I know nothing about that.

4. Are you satisfied and willing to have a deed made of the Murray property to your brother James J. Stehle at this time?

A. Yes.

5. By a Trustee to be appointed by the Court if necessary.

A. Yes, I am.

6. You know that your brother James has exercised ownership and control over this garage property known as The Murray lot ever since your father's death?

A. Yes.

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

A. No, that's all.

Signature waived.

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

(Woelfel).

1. State your name and residence?

A. John J. Stehle, 14 Munroe Court, Annapolis, Md.

2. You have heard your sister, Mrs. Brown, testify as to the family genealogy, and also to the property owned by your father and mother, are those statements as made by her correct, and would your testimony be the same as to those?

A. Far as I know is correct as to everything and my testimony in that respect would be the same as her's.

3. Do you think this property or any part of it can be divided in kind without material loss or injury to the parties?

A. No sir.

4. What do you think is the best thing to do with it?

A. The three houses on West street should be put up for sale, and the proceeds divided among those entitled to it, and the garage property which Jim built and which father promised to give him should be left out of it.

5. Did you ever sign a deed for that property to your brother James J. Stehle after the death of your father?

A. To be honest, I don't remember if I did or not, if my name is there I signed it, but I was the youngest one of the family at the time, I was asked to and I said "Yes, I would", and whether I did I don't remember, I know I was asked if I would sign it and I said "Yes I would sign it" but as to whether I actually put my signature on it I would not swear to it.

6. What do you consider is a fair price for this West street property, what it might bring?

A. I think should bring $10,000 for the three houses on West street, not placing any value on the garage property, that is not included.

7. Did you help to erect that garage for Jim?

A. Yes.

8. When was the work done on that garage?

A. During the year 1918.

9. I understood from your sister the work was begun prior to the death of your father in 1918?

A. I think that is correct.

10. James J. Stehle has held the property ever since continuously without any suit of case being filed against it?

A. Nothing I know of has ever come up about it.

Cross Examination.

(Schmidt)

1. Do you know whether your brother James J. Stehle has exercised continous ownership over that Murray property, or garage property, ever since 1918 up to the present time?

A. He has without objection or interruption.

2. Are you satisfied at this time to have a deed made to James for the garage property?

A. Yes, carrying out my father's wishes which I know to be that.

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

A. No.

Signature waived by agreement of counsel.

TESTIMONY ON BEHALF OF THE DEFENDANT JAMES J. STEHLE.

(Schmidt)

1. State your name and address?

A. James J. Stehle, 140 Conduit St., Annapolis, Md.

2. You are the son of Frederick Stehle, Sr. who owned the property on West street known as the Jefferson property and the lot known as the Murray lot?

A. Yes.

3. You have heard the testimony given by Mrs. Annie Brown your sister as to the family relationship and the deeds to the property, do you know that to be correct and would your testimony as to that be the same as her's?

A. Yes, it is correct and mine would be the same as her's.

4. There was mention made as to an agreement you had with your father concerning the Murray lot, will you explain what that was?

A. Yes, my father during his life time, came to me three or four times and asked me to repair his three houses, saying he would give me the lot known as the Murray lot if I repaired them. I told him it would cost a whole lot more to repait them than the lot was worth but I would do it for him, so I repaired the three houses on West street, and he said he would give me this lot. I asked Mr. Winson Gott to make the deed out for me, all of this was prior to my father's death, and Mr. Gott fooled with the deed about six months, Mrs. Chaney his Secretary can tell you the same thing, and my father died in the meantime. Mr. Gott was endeavoring to get the children to sign the deed, I know all of them has not signed, I know my sister

had signed it,

5. To your knowledge do you know whether they were willing to sign it at that time?

A. I could not tell you that.

6. That deed was never given to you?

A. No sir, Mr. Gott died.

7. At the time of Attorney Gott's death the children had not signed it?

A. Not to my knowledge

8. You erected a building on the Murray lot when it was turned over to you?

A. Yes, in 1918.

9. Have you exercised ownership over that lot and building ever since that time?

A. Yes.

10. What was the date of the erection of that building?

A. It was in the Fall of 1918.

11. You feel that the lot belongs to you do you not?

A. Positively I do.

12. Has any of your family ever contested your ownership of it to you?

A. Not to me personally , no.

13. You have never been sued about it?

A. Have you exercised ownership and control over it ever since you have had it, since 1918?

A. Yes.

14. At the present time do you feel that the property formerly owned by your father should be divided amongst the children and heirs at law?

A. The houses on West street I do, yes.

15. Why do you say that?

A. Because they are not susceptible of division in kind among the heirs entitled to them.

16. You desire and would like the Court to convey the Murray property to you as your property?

A. I would.

No Cross Examination.

-----Attorney for Defendant calls attention to the testimony of the two witnesses on behalf of the Plaintiff regarding the contract between the father and brother, James J. Stehle, and the carrying out of that contract on the part of the Defendant and his continuous ownership of the property.

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

A. No.

There being no other witnesses to be examined, no further testimony desired on nehalf of the Plaintiffs or Defendants, this testimony is now closed and returned to the Court.

Witness my hand and seal this 9th day of January, 1940.

Marvin I. Anderson (Seal)

Examiner.

Filed Feby. 10th. 1940.

Exhibit E with testimony -- Filed Feby. 10th., 1940.

Rent collected for 1939 from 161 West Street as per itemized sheet attached		$440.00
Rent collected for 1939 from 163 West street as per itemized sheet attached		185.00
Rent collected for 1939 from 165 West street as per itemized sheet attached		300.00
Rent collected for 1940 from 165 West Street to April 1, 1940		75.00
		$1000.00
Expenditures for 1939 as per itemized sheet	$872.89	
Commissions 5%	50.00	
	922.89	922.89
Balance due by Mrs. A. W. Brown ---------		$77.11

Rent due for 1939 and not paid

161 West Street	40.00
163 West Street	115.00
	$155.00

EXPENSES FOR 1939

Services of Nurse (Mrs. Jones	$ 18.00
Dr. Martin	41.50
Mr. Hopping (Undertaker)	117.68
Sadler's Hardware (basin 161 West st)	14.00
DeConway's Pharmacy (drugs)	12.71
McCready's bill	13.20
Strange & White	8.50
Plumbing in kitchen - 163 West St.	7.50
Annapolis Flower Shop	10.00
Ross & Son	14.45
Economy Hardward Co. (Wall Paper)	7.11
Papering Rooms	6.00
H. B. Myers Co.	5.85
J. A. Kimball (Plumbing)	19.75
Sadler's Hardward (for materials)	10.40
Hollidayoke Co.	2.50
Johnson Lumber Co.	12.80
Harry Dadds (Plastering)	4.00
1 Zinc Bibb	2.00
C. A. L. Wilson (Repairing range 161 West St.)	6.50
C. A. L. Wilson (" " & Pipe 165 West St.)	6.50
Annapolis Water Co. (Jan. 1, 1939 to Jan. 1, 1940)	68.00
1938 City Taxes for 3 houses	130.30
1938 County Taxes for 3 houses	150.94
1939 County Taxes for 3 houses	152.70
Loaned Mrs J. A. Kimball	30.00
	872.89

Mrs. Ida Adams

Rents from House at 161 West Street

January	1939	Paid February 25, 1939	$ 40.00
February	"	April 1, 1939	40.00
March	"	May 6, 1939	40.00
April	"	June 8, 1939	40.00
May	"	July 7, 1939	40.00
June	"	August 3,1939	40.00
July	"	Sept 5, 1939	40.00
August	"	October _ 1939	40.00
September	"	November 5, 1939	40.00
October	"	December 5, 1939	40.00
November	"	January 8, 1940	40.00
			$440.00

Amount due

December,	1939	$40.00
January ,	1940	40.00
February,	1940	40.00
March,	1940	40.00
		$160.00

Rents from House at 163 West Street (Mrs. Stehle)

February	6, 1939	$10.00
"	16, 1939	15.00
March	16, 1939	15.00
April	2, 1939	10.00
May	22, 1939	25.00
June	17, 1939	10.00
July	15, 1939	15.00
"	15, 1939	5.00
August	16, 1939	20.00
September	25, 1939	10.00
October	2, 1939	15.00
November	10, 1939	10.00
December	19, 1939	15.00
Paid by Mrs. Stehle for Paper & Stove Grates		10.00
		$185.00

AMOUNT DUE

Balance due from 1939	$115.00
January, 1939	25.00
February, 1939	25.00
March , 1939	25.00
	$190.00

Rents from House at 165 West Street (Mrs. Walter Phipps)

January 1, 1939	$ 25.00
February 1,1939	25.00
March 1, 1939	25.00
April 1, 1939	25.00
May 1, 1939	25.00
June 1, 1939	25.00
July 1, 1939	25.00
August 1, 1939	25.00
September 1, 1939	25.00
October 1, 1939	25.00
November 1, 1939	25.00
December 1, 1939	25.00
	$300.00

Paid but not included in this year

January 1, 1940	$25.00
February 1, 1940	25.00
March 1, 1940	25.00
	$75.00

Filed Feby. 10th., 1940.

CROSS BILL of COMPLAINT. --- Filed Feby. 12th., 1940.

To the Honorable, the Judge of said Court:

Your Orator James J. Stehle and Alice S. Stehle, his wife, by Walter T. Schmidt, Solicitor, humbly complaining, states unto your Honor:

1. That heretofore, on the 31st day of October, 1939, a bill of complaint was filed in these proceedings by the heirs at law of Frederick Stehle, deceased against your orator and his wife, and the infant children of William Stehle, deceased, all of which parties are named as defendants herein, praying that certain property formerly owned by the said Frederick Stehle, be sold by a trustee to be named, for the purpose of partition among the said heirs.

2. That your orator and his wife filed their answer therein agreeing to the sale of the said property with the exception of one piece, which for good cause and reasons set forth below belong to your orator and his wife as their individual property and therefore should not be sold as prayed in the bill of complaint.

3. That prior to his death, Frederick Stehle, the father of your orator, was seized and possessed of two lots of land located in the City of Annapolis, known as the Jefferson lot and the Murray lot, which are more fully described in the original bill of complaint filed herein as Exhibits No. 1, No. 2 and No. 3.

4. That during the lifetime of Frederick Stehle, father of your orator, the Jefferson lot owned by said Frederick Stehle was improved by three small houses, in poor condition, and the Murray lot, in the rear thereof, was unimproved; and that in the year 1918 your orator agreed with his said father to repair the three houses on West Street on the Jefferson lot, and shingle, in consideration of the transfer to him of the said Murray lot by his said father. That in said year, to wit: 1918, your orator carried out his portion of the contract and repaired

and shingled the three houses for his father, and upon completion thereof, your orator erected a garage on the Murray lot, for himself, with his father's permission.

5. That a deed to the Murray lot was prepared for your orator at that time, by Winson G. Gott, Attorney, but prior to the execution thereof by his said father, he, the said Frederick Stehle, died on the 6th day of December, 1918; whereupon, shortly thereafter, Winson G. Gott, Attorney, prepared another deed for execution by the brothers and sisters of your orator, and all of the said brothers and sisters with the sole exception of Elizabeth and her husband executed this said deed. This said deed was held by attorney Gott awaiting the signature of the two aforesaid parties thereto, when said attorney died and the deed has never been found.

6. That your orator has continuously occupied and used the garage and lot known as the Murray lot herein, since the erection of said garage in the year 1918, for his own purposes and to the exclusion of any claim of his brothers and sisters aforesaid, and the heirs, administrators or assigns of the estate of his father, Frederick Stehle, deceased.

To the end therefore,

1. That a trustee be appointed by this Court to convey unto James J. Stehle all the right, title and interest of the heirs of Frederick Stehle, deceased, in and to that lot of land in the City of Annapolis, known as the Murray lot in these proceedings.

2. That the trustee to be appointed herein to sell the aforementioned property for partition, be directed to withhold from said sale, the lot known herein as the Murray lot.

3. That your orator may have such other and further relief as his case may require.

May it please your Honor to grant unto your Orators the writ of subpoena, directed to the said Mary Elizabeth Ellinghausen and Harry L. Ellinghausen, her husband; John Stehle and Adaline Stehle, his wife; Louise Kimball and John A. Kimball, her husband; Annie J. Brown; Viola Stehle; Jeanette Irons and Dale Irons, her husband; Frederick Stehle, 3rd and Grace Stehle, his wife; Frances Stehle and Emma Stehle, his wife; Sallie Stehle; Norris Stehle and Mary Stehle, his wife; Estelle Stehle; Roland Stehle; and Merle Stehle and John Louis Stehle, infants, all of Annapolis, Maryland, commanding them and each of them to be and appear in this Court at some certain day, to be named therein, and answer and abide by the premises and perform such decree as may be passed therein.

And as in duty bound, etc.

James J. Stehle

Alice S. Stehle

Walter T. Schmidt

Solicitor for above.

Filed Feby. 12th., 1940.

Service of a copy of the within cross bill of complaint admitted by me, as attorney for all defendants, with the exception of Merle Stehle and John Louis Stehle, infants, this 10th day of February, 1940.

George B. Woelfel

Solicitor.

Filed Feby, 12th., 1940.

JAMES J. STEHLE, et al

vs.

MARY ELIZABETH ELLINGHAUSEN, et al

No. 7914 Equity.

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY.

Answer of all Cross-defendants except infants to cross bill of complaint. --Fd. April 9"1940

To the Honorable, the Judge of said Court:-

The joint and several answer of Mary Elizabeth Ellinghausen and Harry L. Ellinghausen, her husband, John Stehle and Adaline Stehle, his wife, Louise Kimball and John A. Kimball, her husband, Annie J. Brown, widow of Albert W. Brown, Viola Stehle, widow of Frederick Stehle, Jr., Jeanette Irons and Dale Irons, her husband, Frederick Stehle, 3rd, and Grace Stehle, his wife, Francis Stehle and Emma Stehle, his wife, children of Frederick Stehle, Jr., deceased, Sallie Stehle, widow of William Stehle, deceased, Norris Stehle and Mary Stehle, his wife, Estelle Stehle, single, Roland Stehle, single, all adults, by George B. Woelfel, their solicitor, respectfully show:

1. That the above named defendants admit the allegations contained in paragraph one of said cross bill of complaint.

2. That these defendants admit the allegations contained in paragraph two of said cross bill of complaint.

3. That they admit the allegations contained in paragraph three of said cross bill of complaint.

4. That they neither admit nor deny the allegations contained in paragraph four of said cross bill of complaint.

5. That they neither admit nor deny the allegations contained in paragraph five of said cross bill of complaint.

6. That they neither admit nor deny the allegations contained in paragraph six of said cross bill of complaint.

And having answered said cross bill of complaint as fully as your respondents are advised by counsel it is necessary they pray that said cross bill of complaint against them in this Honorable Court exhibited be dismissed.

Ane as in duty bound, etc.

George B. Woelfel

Solicitor for Cross Defendants

Filed April 9" 1940.

Petition to reappoint guardian ad litem to answer cross bill of complaint.

Filed April 9" 1940.

To the Honorable, the Judge of said Court:

The petition of James J. Stehle, cross plaintiff in the above entitled cause, respectfully shows:

1. That the said Merle Stehle and John Louis Stehle, two defendants in the above entitled cause, have already been duly summoned in the original suit and upon the 16th day of November, in the year 1939, this Honorable Court did appoint Emanuel Klawans as guardian ad litem to appear and answer for the said defendants.

2. That the aforesaid two infants have been duly summoned as defendants to your Petitioner's cross bill of complaint but being infant cannot answer or defend themselves.

Wherefore your Petitioner prays:

1. That this Honorable Court may reappoint Emanuel Klawans as guardian ad litem to appear and answer for the said infant Defendants in this cross bill of complaint.

And as in duty bound, etc.

Walter T. Schmidt

Solicitor for Cross Plaintiff.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify, that upon this 9th day of April, in the year 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James J. Stehle and made oath in due form of law that the matters and facts stated in the aforegoing petition are true to the best of his knowledge 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 9th day of April, in the year 1940, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that Emanuel Klawans be, and he is hereby reappointed guardian ad litem to appear for and answer for the infant defendants in this cross bill of complaint, said infants being Merle Stehle and John Louis Stehle.

Ridgely P. Melvin, Judge.

Filed April 9" 1940.

Answer of Guardian ad Litem of 2 infants to cross bill. --Filed April 9" 1940.

To the Honorable, the Judge of said Court:

The joint and several answer of Merle Stehle and John Louis Stehle, infants, by Emanuel Klawans their original guardian ad litem and their reappointed guardian ad litem by order of this Honorable Court to appear and answer the said cross bill of complaint of James J. Stehle, et al, against them in this Honorable Court exhibited, respectfully shows:

That these defendants being infants cannot admit any of the allegations or matters or things in the said cross bill of complaint alleged and submit their rights thereunder to the protection of this Honorable Court.

And as in duty bound, etc.

Emanuel Klawans

Reappointed Guardian ad litem

Filed April 9" 1940.

Petition of cross complainants to sue testimony heretofore taken to support allegations of cross bill and cross answer, consent of all defendants and order of Court thereon together with the submission for final decree. -- Filed April 9" 1940.

To the Honorable, the Judge of said Court:

The petition of James J. Stehle and Alice Stehle, his wife, respectfully shows:

1. That the original bill heretofore filed together with the answer set forth certain facts which according to the testimony heretofore taken is very material and pertinent to the allegations in the said cross bill and the answer thereto.

2. That all of the parties to the proceedings feel that no additional testimony should be required, and that the case should be submitted for final decree.

Wherefore, your Petitioners pray:

That an order may be passed by this Honorable Court allowing the testimony heretofore filed in the original suit be likewise used in support of the allegations of the cross bill and of the cross answer and that the cause may then be submitted for a final decree.

And as in duty bound, etc.

Walter T. Schmidt

Solicitor for cross complainants.

We, the undersigned solicitor and guardian ad litem for all of the other defendants, agree to the passage of the order as prayed in the above petition.

George B. Woelfel

Solicitor for cross defendants.

Emanuel Klawans

Guardian ad litem for infant cross defendants

ORDER OF COURT

Upon the aforegoing petition and consent, it is this 9th day of April, in the year 1940, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED that leave be, and the same is hereby granted to the parties to the cross bill, that is, either the cross plaintiff or the cross defendants to use the testimony heretofore filed in this cause on the 10th day of February, 1940, to support either the allegations of the cross bill or the cross answer and that the taking of any further testimony with which to prove any of the allegations of either the cross bill or cross answer be dispensed with.

And it is further ADJUDGED, ORDERED and DECREED by the authority aforesaid that the said cause be, and the same is hereby considered submitted without further delay for such decree as to this Court shall appear just and proper.

Ridgely P. Melvin, Judge.

Filed April 9" 1940.

Decree of Court April 11, 1940. -- Filed April 11th 1940.

Mary E. Ellinghausen, et al

vs.

James J. Stehle, et al,

and

James J. Stehle, et al,
cross plaintiffs

vs

Mary E. Ellinghausen, et al

cross defendants

No. 7914 Equity

In the

Circuit Court

for

Anne Arundel County

DECREE OF COURT

This cause standing ready for hearing and being submitted, the proceedings were read and considered by the Court, and it appearing to the Court by the uncontradicted testimony in this cause that Frederick Stehle, also known as Frederick Staley, on the 12th day of June, 1918, seized and possessed of two parcels of real estate which he acquired by separate deeds, the

first from Thomas H. Jefferson and Mary E. Jefferson, his wife, dated the 29th day of September, 1866, and the second which he acquired from James D. Murray and Elizabeth M. Murray, his wife, dated April 28th, 1902; and the testimony further discloses that James J. Stehle, a son and contractor, entered into an agreement with his father prior to his death whereby he, the said James J. Stehle would repair the said three houses mentioned in the testimony and located upon the property acquired from the Jeffersons, in consideration of his father giving him the lot of ground situate, lying and being on what is now known as Colonial Avenue and which property his father had acquired from the Murrays and not only were the aforesaid repairs made but that prior to the death of his father James J. Stehle erected a very valuable garage thereon and not only in equity and good conscience did this Court consider that done which ought to have been done and award the title to the said lot on Colonial Avenue to James J. Stehle; but the record further discloses that the said garage has been erected on the premises for more than a period of twenty years during which said time the said James J. Stehle has held open, visible, actual, hostile and adverse possession of the entire lot for the requisite statutory period of twenty years and thus should likewise be entitled to have the title to the aforesaid lot perfected. And, it further appearing to the Court that the other lot of ground improved by the three houses cannot be partitioned in kind without material loss and injury and hence this lot should be sold and the proceeds arising therefrom should be divided among those entitled thereto according to their interest therein.

It is thereupon this 11th day of April, in the year 1940, by the Circuit Court for Anne Arundel County ADJUDGED, ORDERED and DECREED that George B. Woelfel be, and he is hereby appointed trustee to convey unto James J. Stehle all the right, title, interest and estate of Frederick Stehle deceased and also of all the parties to this proceedings claiming by, from or under him or any of them, in and to all that lot or parcel of ground lying, being and situate in the Sixth Election District of Anne Arundel County having a frontage of thirty feet on Third Street, now known as Colonial Avenue, and running back ninety-seven feet, being the same lot of ground which was conveyed by James D. Murray and Elizabeth M. Murray, his wife, to Frederick Stehle by deed dated the 28th day of April, 1902, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 25, folio 185.

And it is further ADJUDGED, ORDERED AND DECREED by the authority aforesaid that the remaining parcel of ground which was acquired by Frederick Stehle from Thomas H. Jefferson and Mary E. Jefferson, his wife, by deed dated the 29th day of September, 1866, and recorded among the Land Records of Anne Arundel County in Liber G. E. G. No. 2, folio 205, improved by three dwelling houses be, and the same is hereby ordered sold for the purpose of partition; and that George B. Woelfel, be and he is hereby appointed trustee to make the said sale of the aforesaid real estate and that the course and manner of his proceedings shall be as follow; 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 Eight 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 some daily newspaper or newspapers published in Anne

Arundel County aforesaid as he shall think proper, of the time, place, manner and terms of sale, which terms of sale shall be as follows: A deposit of Five Hundred Dollars shall be required of the purchaser on the day of sale, the balance to be paid in cash upon the ratification of the said sale or all cash at the option of the purchaser or purchasers, the credit portion to bear interest at the rate of 6% and to be secured to the satisfaction of the said trustee, and as soon as may be convenient after such sale or sales, the said trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, and not before, the said trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharge from all claims of the parties hereto, plaintiffs and defendants, and cross plaintiffs and cross defendants, and of those claiming by, from or under them, or either of them; and the said trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit and such commission to the said trustee as this Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith he shall appear to have discharged his trust.

Ridgely P. Melvin , Judge.

Filed April 11th 1940.

Trustee's Bond. -- Filed & approved this 7" day of Oct. 1941 Filed Oct. 7"1941

KNOW YE, ALL MEN, by these presents, That we, George B. Woelfel of Annapolis, Maryland as principal and The Eagle Indemnity Company of New York City, a body corporate of the State of New York duly authorized to do business in the State of Maryland, as surety are held and firmly bound unto the State of Maryland, in the full and just sum of Eight thousand ($8,000) Dollars, to be paid to the said State, or its certain attorneys, to which payment, well and truly to be made, we bind ourselves, 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 7th day of October 1941.

WHEREAS by decree of the Circuit Court for Anne Arundel County, dated the 11th day of April 1940 and passed in a cause therein pending wherein Mary E. Ellinghausen et al were plaintiffs and James J. Stehle et al. were defendants and vice-versa the same being No. 7914 Equity, the above bounden George B. Woelfel was duly appointed Trustee to make sale of certain real estate therein described, and

WHEREAS said George B. Woelfel is about to execute the trust reposed in him and make said sale.

NOW THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH: That if the above bounden George B. Woelfel, Trustee as aforesaid shall well and truly perform the trust reposed in him by the aforesaid decree or that may be reposed in him by any future decree or order passed in the premises, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of (CORPORATE SEAL)

Lina Johnson,
Witness.

George B. Woelfel (Seal)

The Eagle Indemnity Company.

By Benjamin Michaelson
Attorney-in-fact.

Mary Elizabeth Ellinghausen et al — No. 7914 Equity.

vs. — In the Circuit Court for

James J. Stehle, et al — Anne Arundel County.

Report of Sale -- Filed Oct. 7" 1941.

To the Honorable, the Judge of said Court:

The report of George B. Woelfel, Trustee, appointed by a decree of this Court, passed in the above entitled cause, dated the 11th day of April, 1940, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, and after giving notice of the time, place, manner and terms of sale by advertisements inserted in the Evening Capital, a daily newspaper published in the City of Annapolis, 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 said City, on the 7th day of October, 1941, at 11 o'clock A. M., and then and there proceeded to sell said property in manner following, that is to say:

Your Trustee offered at public sale to the highest bidder the property mentioned in said decree individually and received the following offers, to wit: For house #161 West Street $3750, for house #163 West Street $2100 and for house #165 West Street $1600 making a total of $7450, whereupon, your Trustee reserved all the bids and offered the property as an entirety and then and there sold the said property to James J. Stehle at and for the sum of Eight Thousand Two Hundred Fifty Dollars, he being the highest bidder therefor and the said sum for the three houses exceeded the individual bids and your Trustee thereupon sold to James J. Stehle the following described property lying, being and situate on the corner of West Street and Colonial Avenue (formerly Third Street) having a frontage of 51.2 feet on West Street and a depth of 101.45 feet on Colonial Avenue, 60.63 feet in the rear and 99.1 feet on the west side, being improved by three houses known and numbered 161, 163 and 165 West Street, Annapolis, Maryland.

And your said Trustee as heretofore stated sold the above described property to James J. Stehle at and for the sum of Eight Thousand Two Hundred Fifty ($8,250) Dollars, he being at that sum the highest bidder therefor, the terms of the sale being a deposit of Fifteen Hundred Dollars, balance upon ratification of the sale.

Respectfully submitted,

George B. Woelfel, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 7th day of October, in the year 1941, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George B. Woelfel, Trustee named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report 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.

Auctioneer's certificate and Purchaser's agreement -- Filed Oct. 7" 1941.

Wm. B. Elliott, Auctioneer.

Public Sale of three 3-Story Shingle Dwellings

Known as Nos. 161-163-165 West street, No. 161 containing 6 bedrooms and bath three rooms, pantry and hall on the first floor. Nos. 163 and 165 each containing 5 bedrooms and bath, three rooms, pantry and hall on the first floor.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated April 11, 1940, and passed in a cause therein pending, wherein Mary Ellinghausen et al were plaintiffs and James J. Stehle et al were defendants, the same being No. 7914 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, October 7th, 1941 at 11 o'clock A. M.

All those three dwellings known and numbered as Nos. 161, 163 and 165 West Street, and the ground appurtenant thereto situate on the corner of West Street and Colonial Avenue, having a frontage of 51.2 feet on West Street and a depth of 101.45 feet on Colonial Avenue, 60.63 feet in the rear and 99.1 feet on the west side.

These properties will be first offered individually, reserving the individual bids until the conclusion of the sale in accordance with the provisions hereinafter written.
Nos. 161 West Street having a frontage of 22½ feet on West Street, being divided by a party wall with 163 West Street, and running back with the partition wall 100 feet, more or less, to the garage line. No. 163 running straight back with the partition wall of 161 West Street on the east and the center of the alley on the west, with the use thereof in common back to the garage line. Being a lot approximately 12½ feet by 100, and 165 West Street being bounded on the east by a line drawn through the center of the said alley with the use in common, and on the west by the outline of the entire boundary, back to the garage line. The same being a lot approximately 115 by 100 feet.

And as stated aforesaid the individual bids will be reserved and the property will then be offered for sale as an entirety and if the bid on the entirety exceeds the amount of the combined individual bids, then the entirety will be accepted, otherwise the individual bids will be accepted.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser upon the day of sale if sold individually, or $1,500 if sold as an entirety, the balance to be paid in cash upon the final ratification of sale, or all cash at the option of the purchaser, the credit portions to bear interest at the rate of 6 per cent from the day of sale. Taxes and water rent to be adjusted to day of sale.

For further particulars apply

George B. Woelfel, Trustee
13 School Street.

October 7th, 1941

This is to certify that I have this day sold unto James J. Stehle the within described property at and for the sum of Eight thousand two hundred fifty ($8250) Dollars, he being at that figure the highest bidder therefore.

Witness my hand and seal.

Witness:
Mary M. Hoff

W. B. Elliott (Seal)
Auctioneer.

October 7th, 1941.

This is to certify that upon this day I purchased from George B. Woelfel, Trustee, the within described property at and for the sum of Eight Thousand two hundred fifty Dollars and I do hereby agree to comply with the terms of said sale.

Witness my hand and seal.

Witness: James J. Stehle (Seal)

Mary M. Hoff Purchaser.

ORDER NISI.

Ordered, this 7th day of October, 1941, That the sale of the real estate in these proceedings mentioned made and reported by George B. Woelfel, Trustee, BE RATIFIED and CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of November next.

The report states that the amount of sales to be $8250.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Office of The Annapolis News

Annapolis, Maryland

This is to Certify That the annexed advertisement of Order Nisi on report of sale was inserted in THE ANNAPOLIS NEWS, a weekly newspaper published in Anne Arundel County, Maryland once a week for three successive weeks before the 8th day of November, that is to say, the same was inserted in the issues of Oct. 16, 23, & 30th.

The Annapolis News

R. M. Terhune,

Business Manager.

ORDERED BY THE COURT, This 14th day of November, 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 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.

Filed Nov. 14, 1941.

Auditor's Report and Account -- Filed May 12th 1942.

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. Mary Elizabeth Ellinghausen, et al vs. James J. Stehle, et al in ac. with George B. Woelfel, Trustee.

To Trustee for Commissions	$324.23	$
To Trustee for Fee	250.00	574.23
To Trustee for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court - costs	39.80	
R. C. Turner, Sheriff - costs	6.05	
Auditor	36.00	101.85
To Trustee for Expenses, viz:		
Capital-Gazette Press -advertising 1st sale	42.00	
Capital-Gazette Press - handbills " "	5.50	
Capital-Gazette Press - advertising 2nd sale	37.00	
Capital-Gazette Press - handbills " "	5.50	
The Annapolis News - Order Nisi-Rept. Sale	5.00	
The Annapolis News - Order Nisi-Auditor's Acct.	5.00	
Eagle Indemnity Co. - bond premium	32.00	
Edward Hall, Jr. - survey and plat	20.00	
W. B. Elliott - auctioneer	25.00	
M. I. Anderson - examiner	8.00	
Juliet D. Strahorn - stenographer	5.00	
Emanuel Klawans - Guardian ad Litem	4.00	
Clerk of Court - certified copies	3.50	
Mary M. Hoff - notary fee	.50	
One-half Federal revenue stamps	4.68	
One-half State revenue stamps	4.10	206.78
To Trustee for Taxes, viz:		
1940 State and County taxes (161 & 163 West St.)	116.77	
1941 " " " "	108.16	
1940 " " " " (165 West St.)	45.08	
1941 " " " " "	41.75	
1939 Annapolis City taxes "	33.93	
1940 " " " "	32.65	
1941 " " " "	31.96	
1939 " " " (161 & 163 West St.)	89.41	
1940 " " " "	85.81	
1941 " " " "	82.76	668.28

To Trustee for Benefit Charges, viz:		
Annapolis Water Co. - 1/1 -3/31/40	$ 15.38	$
" " " - 4/1 -6/30/40	15.38	
" " " - 7/1 -9/30/40	15.38	
" " " -10/1-12/31/40	15.38	
" " " - 1/1 -3/31/41	13.41	
" " " - 4/1 -6/30/41	15.53	
" " " - 7/1 -9/30/41	15.38	
" " " -10/1-12/31/41	15.38	121.22
To Trustee for Maintenance Expense, as per Schedule A hereto attached		322.07
To Trustee for Claims filed against Augusta Stehle, viz:		
Harry W. Elliott - balance due on note	65.00	
(1)Int. from 10/18/35 to 10/7/41	23.40	88.40
Farmers National Bank - note	200.00	
(2)Int. 1/27/39 to 10/7/41	32.33	232.33
Farmers National Bank - note	65.00	
(3)Int. from 3/8/39 to 10/7/41	10.07	75.07
Balance for distribution - $7,510.19, Distributed as follows:		
To Annapolis Banking & Trust Co., judgment creditor of Mary Eliz. Ellinghausen, daughter, acct. judgment claim filed - one-seventh	1,072.88	
To James J. Stehle, son - one-seventh	1,072.88	
To John J. Stehle, son - one-seventh	1,072.88	
To Louise A. Kimball, daughter - one-seventh	1,072.89	
To Annapolis Banking & Trust Co., judgment creditor of Anna J. Brown, daughter, Acct. judgment claim filed - one-seventh	1,072.89	
To Viola Stehle, Widow of Frederick Stehle, Jr., son - one-third of one-seventh		357.63
To Frederick Stehle, 3rd, grandson - 2/9 of 1/7		238.42
To Jeanette Irons, granddaughter - "		238.42
To Francis Stehle, grandson - "		238.42
To Sallie N. Stehle, Widow of William Stehle, son - one-third of one-seventh		357.63
To Norris Stehle, grandson -2/15 of 1/7		143.05
To Mary E. Stehle, granddaughter - "		143.05

To Roland Stehle, granddaughter - 2/15 of 1/7	$ 143.05	$	
To Merle Stehle, granddaughter - "	143.05		
To John Louis Stehle, grandson - "	143.05	7,510.19	
		$9,900.42	

Cr. Oct. 7 1941	Proceeds of Sale		$8,250.00
	Interest on deferred payment		67.50
			8,317.50
Rent receipts as follows:			
#163 West St. - 1/1/40 to 8/25/41		$ 365.00	
#161 West St. - 1/1/40 to 10/1/41		600.00	
#165 West St. - 1/1/40 to 10/1/41		525.00	
			1,490.00
Refund 1941 State and County taxes		9.27	
Refund 1941 City Taxes		83.65	
			92.92
			$9,900.42

ORDER NISI

ORDERED, This 12th., day of May, 1942, 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 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 13th., day of June next.

John H. Hopkins, 3rd., Clerk.

Publishers Certificate. Office of The Annapolis News

Annapolis, Maryland

This is to Certify That the annexed advertisement of Order Nisi - 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 13 day of June 1942 that is to say, the same was inserted in the issues of May 14, 21, & 28, 1942

The Annapolis News

Edward R. Raymond

Business Manager

SCHEDULE A.

TRUSTEE'S EXPENSES FOR UPKEEP OF REAL ESTATE FROM 4/11/40 to 10/7/41

B. J. Wiegard, Agent - insurance premium	$13.13
Jos. D. Lazenby, Agent - " "	20.25
Johnson Lumber Co. - lumber for cellar window	2.17
Chas. Basil - repairing steps and window	5.00
Frank N. Smith - plastering	8.00
Jos. E. Campbell - repairing and painting roofs	37.00

H. M. Dean - papering	$12.00
W. B. Monday & Son - painting	28.00
Albert Fouchard - papering	21.00
W. T. Shawn - furnishing range boiler	20.00
Johnson Lumber Co. - lumber	4.86
W. C. Caltic - papering	25.00
D. W. Bell - repairs to stoves and furnace	51.00
D. W. Bell - " (161 and 165 West St.)	35.70
D. W. Bell - repairs to coal range	10.00
D. W. Bell - grates for coal heater	7.50
Gas & Electric Co. - service	1.50
Montgomery Ward - wall paper	15.00
Montgomery Ward - heater	4.96
Total ----------	$322.07

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22nd day of June, 1942, 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.

Filed June 22nd 1942.

Exceptions to Auditor's Account. -- Filed July 2" 1942.

To the Honorable, the Judges of said Court:

The Farmers National Bank of Annapolis by R. Tilghman Brice, lll, its Attorney, excepts to the ratification of the Auditor's Account filed in this cause for the following reason:

That it filed its statement of indebtedness of Augusta Stehle, represented by three notes, one of the same being a note in the amount of Four Hundred Fifteen ($415.00) Dollars with interest from February 2, 1939, and this note was inadvertently omitted from the account.

AND as in duty bound, etc.,

R. Tilghman Brice, lll, Attorney for
The Farmers National Bank of Annapolis.

I concur in the aforegoing exceptions and agree that they be sustained by the Court.

George B. Woelfel, Trustee

ORDER

The aforegoing exceptions are hereby sustained, and the case referred to the Auditor to state an account in accordance therewith.

Ridgely P. Melvin, Judge.

July 2, 1942

Filed July 2, 1942.

Auditor's Amended Report and Account. -- Filed July 7th., 1942 .

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Mary Elizabeth Ellinghausen, et al vs. James J. Stehle, et al in ac. with George B. Woelfel, Trustee

To Trustee for Commissions	$ 324.23	$
To Trustee for Fee	250.00	574.23
To Trustee for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court - costs	39.80	
R. C. Turner, Sheriff - costs	6.05	
Auditor	36.00	101.85
To Trustee for Expenses, viz:		
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The Annapolis News - Order Nisi - Rept. Sale	5.00	
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Edward Hall, Jr. - survey and plat	20.00	
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M. I. Anderson - examiner	8.00	
Juliet D. Strahorn - stenographer	5.00	
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Clerk of Court - certified copies	3.50	
Mary M. Hoff - notary fee	.50	
One-half Federal revenue stamps	4.68	
One-half State revenue stamps	4.10	206.78
To Trustee for Taxes, viz:		
1940 State and County taxes (161 & 163 West St.)	116.77	
1941 " " " "	108.16	
1940 " " " " (165 West St.)	45.08	
1941 " " " " "	41.75	
1939 Annapolis City Taxes "	33.93	
1940 " " " "	32.65	

To 1941 Annapolis City taxes (165 West St.)	$31.96	$
1939 " " " (161 & 163 West St.)	89.41	
1940 " " " "	85.81	
1941 " " " "	82.76	668.28
To Trustee for Benefit Charges, viz:		
Annapolis Water Co. - 1/1/- 3/31/40	15.38	
" " " - 4/1 - 6/30/40	15.38	
" " " - 7/1 - 9/30/40	15.38	
" " " -10/1- 12/31/41	15.38	
" " " -1/1 - 3/31/41	13.41	
" " " -4/1 - 6/30/41	15.53	
" " " -7/1 - 9/30/41	15.38	
" " " -10/1 - 12/31/41	15.38	121.22
To Trustee for Maintenance Expense, as per Schedule A hereto attached		322.07
To Trustee for Claims filed against Augusta Stehle, viz:		
(1) Harry W. Elliott - bal. due on note	65.00	
Int. from 10/18/35 to 10/7/41	23.40	88.40
(2) Farmers National Bank - note	200.00	
Int. from 1/27/39 to 10/7/41	32.33	232.33
(3) Farmers National Bank - note	415.00	
Int. from 2/2/39 to 10/7/41	66.75	481.75
(4) Farmers National Bank - note	65.00	
Int. from 3/8/39 to 10/7/41	10.07	75.07
Balance for distribution - $7,028.44, distributed as follows:		
To Annapolis Banking & Trust Co., judgment creditor of Mary Eliz.Ellinghausen, daughter, acct. judgment claim filed - one-seventh		1,004.06
To James J. Stehle, son - one-seventh		1,004.06
To John J. Stehle, son - one-seventh		1,004.06
To Louise A. Kimball, daughter -one-seventh		1,004.06
To Annapolis Banking & Trust Co., judgment creditor of Anna J. Brown, daughter, acct. judgment claim filed - one-seventh		1,004.06
To Viola Stehle, Widow of Frederick Stehle, Jr., son - one-third of one-seventh		334.69
To Frederick Stehle, 3rd, grandson - 2/9 of 1/7		223.13
To Jeannette Irons, granddaughter - "		223.13

To Francis Stehle, grandson - 2/9 of 1/7		$ 223.12	$
To Sallie N. Stehle, Widow of William Stehle, son - one-third of one-seventh		334.69	
To Norris Stehle, grandson - 2/15 of 1/7		133.87	
To Mary E. Stehle, granddaughter - "		133.87	
To Roland Stehle, grandson - "		133.88	
To Merle Stehle, granddaughter - "		133.88	
To John Louis Stehle, grandson - "		133.88	7,028.44
			$9,900.42
Cr. Oct. 7 1941	Proceeds of Sale	8,250.00	
	Interest on deferred payment	67.50	8,317.50
Rent receipts as follows:			
#163 West St. - 1/1/40 to 8/25/41		365.00	
#161 West St. - 1/1/40 to 10/1/41		600.00	
#165 West St. - 1/1/40 to 10/1/41		525.00	1,490.00
Refund 1941 State and County taxes		9.27	
Refund 1941 City taxes		83.65	92.92
			$9,900.42

ORDER NISI.

ORDERED, This day of ,19 , That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the day of next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of successive weeks before the day of next.

SCHEDULE A.

TRUSTEE'S EXPENSES FOR UPKEEP OF REAL ESTATE FROM 4/11/40 to 10/7/41

B. J. Wiegard, Agent - insurance premium	$ 13.13
Jos. D. Lazenby, Agent - " "	20.25
Johnson Lumber Co. - lumber for cellar window	2.17
Chas. Basil - repairing steps and window	5.00
Frank N. Smith - plastering	8.00
Jos. E. Campbell - repairing and painting roofs	37.00
H. M. Dean - papering	12.00
W. B. Monday & Son - painting	28.00
Albert Fouchard - papering	21.00
W. T. Shawn - furnishing range boiler	20.00
Johnson Lumber Co. - lumber	4.86
W. C. Caltic - papering	25.00
D. W. Bell - repairs to stoves and furnace	51.00

D. W. Bell - repairs (161 and 165 West St.)	$ 35.70
D. W. Bell - repairs to coal range	10.00
D. W. Bell - grates for coal heater	7.50
Gas & Electric Co. - service	1.50
Montgomery Ward - wall paper	15.00
Montgomery Ward - heater	4.96
Total	$322.07

Certificate of Publication

Final Order

In The Matter of the Estate of William B. Monday Jr., Charles F. Monday, Olga C. Monday, and of William B. Monday and Elsie M. Monday. : No. 7483 Equity. In The Circuit Court for Anne Arundel County.

Petition -- Filed Sept. 20th., 1937.

To The Honorable, The Judges of said Court:

The petition of William B. Monday, Charles F. Monday, and Olga C. Monday, infants, brought by William B. Monday Sr. and Elsie M. Monday as the parents and next friends of said infants, and of William B. Monday Sr. and Elsie M. Monday in their own behalf, respectfully shows:

1. That the said William B. Monday Sr. and Elsie M. Monday are husband and wife; and are the parents, natural guardians, and / next friends of the said William B. Monday, Charles F. Monday, and Olga C. Monday.

2. That the said William B. Monday, Charles F. Monday, and Olga C. Monday are all less than twenty-one years of age.

3. That the said William B. Monday Sr. and Elsie M. Monday, William B. Monday, Charles F. Monday, and Olga C. Monday, are owners in common in fee simple of a tract of land in Anne Arundel County described in a deed recorded among the land records of said County in liber F. A. M. No. 154 folio 334 &c a certified copy of which is filed herewith as exhibit 1 and incorporated herein by reference; each of said infants owning a one fourth undivided

interest therein, and the said William B. Monday Sr. and Elsie M. Monday owning a one fourth undivided interest therein as tenants by entireties.

4. That all of said infants, and the said William B. Monday Sr. and Elsie M. Monday desire to execute a mortgage of the whole of said realty in fee simple and of all of their interests therein to secure a loan to be made of $1500, to bear interest at 6 % per annum, said sum to be used to pay existing encumbrances upon the realty and for the improvement and repair of said realty, and for the upkeep and operation of said realty, which will be to the benefit and advantage of each of said infants and of the said William B. Monday Sr. and Elsie M. Monday.

TO THE END THEREFORE: That the said William B. Monday Sr. be authorized and directed by decree of this court to execute a mortgage of the whole of said realty in fee simple, and of all of the interest of each of said infants therein, to secure a loan to be made of fifteen hundred dollars with interest at 6% per annum, said sum to be used for the improvement and repair, maintenance and operation, of said realty, and to pay existing liens and encumbrances thereon.

And for such other and further relief as the nature of the petitioners' case may require.

and as in duty bound, etc.

William B. Monday
Charles F. Monday
Olga C. Monday

William B. Monday Sr.
Elsie M. Monday
As parents and next friends of William B. Monday Jr., Charles F. Monday, and Olga C. Monday.

Emanuel Klawans
Solicitor for the petitioners

William B. Monday Sr.
Elsie M. Monday

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY that on this 20th day of September, 1937, before the subscriber, a notary public of the State of Maryland in and for the County aforesaid, personally appeared William B. Monday Sr. and Elsie M. Monday, in their own behalf and as next friends of the infants hereina_ter named, and William B. Monday, Charles F. Monday, and Olga C. Monday, and did each make oath in due form of law that the matters and facts set forth in the foregoing petition are true and bonafide as therein stated.

WITNESS my hand and notarial seal.

(NOTARIAL SEAL) James P. Brock
Notary Public.

Upon the foregoing petition and affidavit it is, this 20" day of September A.D. 1937, by the Circuit Court for Anne Arundel County in Equity, ORDERED that leave be and is hereby granted to the petitioners to take testimony before any one of the standing examiners of this Court in support of the allegations of said petition.

Linwood L. Clark, A.J.

Filed Sept. 20" 1937.

Testimony on behalf of the Petitioners, Sept. 20, 1937. -- Filed Sept. 21" 1937.

PRESENT:--

Mr. Emanuel Klawans, Solicitor for Petitioners.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

Order of Court for Testimony September 20th, 1937.

WITNESSES:--

William B. Monday, Sr. ---------- 2 to 3

William B. Monday, Jr. ---------- 4

William B. Monday, Sr., a witness of lawful age, being first duly sworn, deposes and says:-
(Klawans.)

1. State your name and residence?

A. William B. Monday, Sr., live at Truxton Heights, Anne Arundel County, Maryland.

2. Are you married?

A. Yes, my wife is Elsie M. Monday.

3. Give the names and ages of your children?

A. William B. Monday, Jr. 20 years old; Charles F. Monday 17 years old in January and Olga C. nine years old next May.

4. Do they all live at home with you?

A. Yes. My two boys and I work together in the sign and paint business on the place.

5. Are you and your wife and three infant children above named the owners of a piece of real estate at Truxton Heights?

A. That's right.

6. What is the purpose for which you wish to mortgage this property?

A. I built a house there for the benefit of myself, wife and these three children in this case, and what I want now is to get the money to pay off the lumber bill, labor bills and things contracted against that piece of property and the building of it now that the house is nearly finished and time to pay off, and I want to borrow the money for that purpose.

7. You say the house is pretty near finished?

A. Yes.

8. Will any of this money be used for any other purpose besides paying off the bills already owed?

A. Some of it will be used to install the water system, opening and closing the ditches and putting the pipe in.

9. Will any further construction work be done with this money?

A. Yes, there is one room started that is not completed, that will be finished with this money.

10. In other words this money is to be used for paying off existing encumbrances upon the property and to complete the construction of the dwelling on the property?

A. That's right.

11. Will there be any other part of the building beside the dwelling?

A. Yes, I have a shop there, a place I am using for sign shop, that is all completed, we have been working in that for three or four months.

12. Do any of these infants use the work shop?

A. Yes, my two boys work with me in the shop just the same as I do.

13. What will be the effect upon their use of the property by completing this building.

A. Increase the value of the whole property which they own and provide a home for them in which to live.

14. How much of a loan are you asking for?

A. I desire to borrow Fifteen Hundred Dollars to be secured by a mortgage at 6%.

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

A. No, nothing more.

William B. Monday

William B. Monday, Jr., a witness of lawful age, being first duly sworn, deposes and says:- (Klawans).

1. State your name, age and residence?

A. William B. Monday, Jr., Truston Heights, Anne Arundel County, Md.

2. How old are you?

A. I am twenty years old.

3. What is your occupation?

A. I am a painter.

4. Where is your place of business?

A. At Truxton Heights on this place with my father.

5. Then this workshop that will be paid for by part of this money to be raised by this mortgage is used by you?

A. Yes, with my father and brother Charles F.

6. Are you one of the owners of this lot of ground?

A. Yes.

7. I show you this paper marked Exhibit No. 1, is that the deed for the property in question?

A. Yes.

---- Offered and filed as Examiner's Exhibit A.

8. As one of the owners do you approve of this loan of Fifteen Hundred Dollars which you are asking for in this case?

A. Yes I do.

9. In what way do you think you will be benefitted by the use of this money on the improvements contemplated and which are to be paid for with this money?

A. It will increase the value of the property, and my share, and will provide a comfortable home and assist me in the business.

10. And will do the same for your brother and sister?

A. Yes, for all concerned.

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

A. No.

W.B.M.,Jr. William B. Monday

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

Witness my hand and seal this 21st day of September 1937.

Jno. S. Strahorn, (Seal)
Examiner.

Filed Sept. 21" 1937.

DECREE --- Filed Sept. 21st., 1937.

Upon the foregoing petition, affidavit, and testimony, it is this 21" day of September A. D. 1937, by the Circuit Court for Anne Arundel County sitting in Equity, adjudged, ordered and decreed that William B. Monday Sr. be and he is hereby authorized and empowered to execute a mortgage of the realty mentioned in these proceedings, of all the right, title, interest and estate at law or equity of William B. Monday, Charles F. Monday, and Olga C. Monday therein, infants to secure a loan of fifteen hundred dollars with interest at six per cent per annum, said sum to be used in paying off existing debts or encumbrances for material and labor incurred in the partial erection of a building thereon, and for completion of said building and erection of other improvements thereon, and for the operation of said premises and upkeep of same; without any obligation on the part of the lender or mortgagee to see to the application of said money.

Linwood L. Clark A.J.

In the Matter of the Estate
of William B. Monday, et al.

Filed Sept. 21st. 1937.

No. 7483 Equity.
In the Circuit Court for
Anne Arundel County.

Newton B. Collison :
vs. :
Cornelia Simms, single, :
"John Doe" Daniels, husband of Mary :
Elizabeth Simms Daniels, Louise Simms, :
single, Christopher Simms Brown, single, :
Martha Harris and Samuel Harris, her :
husband, Blanche Ransom and Henry Ransom, :
her husband, Henry Curtis, single, Helen :
Curtis, single, John Allen Simms and :
Gladys Simms, his wife, and also all un- :
known heirs of Charlotta Rebecca Simms :
Curtis and Mary Elizabeth Simms Daniels :

No. 8101 Equity.

In the

Circuit Court

for

Anne Arundel County

Bill of Complaint. -- Filed Nov. 1st. 1940.

To the Honorable, the Judge of said Court:

Your Orator Newton B. Collinson humbly complaining, says:

1. That George Simms, late of Anne Arundel County, deceased, died testate on or about the 3rd day of January, 1938, and left a last will and testament dated the 2nd day of August, 1902, and recorded among the Testamentary Records of Anne Arundel County in Will Book Liber W. M. H. No. 1, folio 369, a certified copy of said last will and testament being filed herewith as Plaintiff's Exhibit No. 1 and is prayed to be taken as part and parcel of this Bill as fully as though the same were incorporated herein at length whereby he devised

all of his real estate to his wife Mary Simms who predeceased the testator for and during the term of her natural life and after her death to four of his children, to wit: Mary Elizabeth Simms, Louise Simms, Charlotta Rebecca Simms and John Allen Simms, share and share alike.

2. That letters of administration were taken out on the estate of George Simms by Edward Collinson who has stated his first and final account leaving, nevertheless, $103 due to Ellen H. B. Parker on account of the funeral bill, the payment by the administrator was waived by said Ellen H. B. Parker and the State and County taxes for the year 1940 still remain open.

3. That all the property of the said George Simms, deceased, consists of one acre of land, more or less, of which he died seized and possessed located in the First Election District of Anne Arundel County, said real estate having been conveyed to the said decedent by deed dated the 26th day of September, 1892, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 42, folio 105, a certified copy of said deed being filed herewith as Plaintiff's Exhibit No. 2 and is prayed to be taken as part and parcel of this Bill as fully as though the same were incorporated herein at length.

4. That Mary Elizabeth Simms to whom a one-fourth share of said realty was devised intermarried one Daniels whose first name is unknown and who is accordingly named herein as "John Doe" Daniels and the said Mary Elizabeth Simms Daniels died intestate during the year 1939 and left surviving her her said husband named as aforesaid and one child Cornelia Simms whom your Orator is informed is an illegitimate child of hers, nevertheless, the whereabouts of the child or the husband of the decedent Mary Elizabeth Simms Daniels being unknown or whether there are any additional heirs being unknown your Orator prays that all said unknown heirs be made parties to this proceedings.

5. Louise Simms, single, to whom a one-fourth interest was devised lives in the City of Philadelphia, Pennsylvania.

6. That Charlotta Rebecca Simms is now dead but during her lifetime intermarried one Harry Curtis, the said Harry Curtis being now dead to the best of your Orator's information and belief, nevertheless, the said Charlotta Rebecca Simms Curtis left surviving her to whom her one-fourth interest in the said realty was devised, Christopher Simms Brown, an illegitimate child who inherits from his mother, Walter Curtis, a son, who intermarried Lena Curtis, Martha Harris, a daughter, who intermarried Samuel Harris, Blanche Ransom, a daughter, who intermarried Henry Ransom, Henry Curtis, single, and Helen Curtis, single.

7. That John Allen Simms to whom a one-fourth interest in the said realty was devised is living in Washington, D. C. and is married to one Gladys Simms.

8. That your Orator has purchased all the right, title and interest of Walter Curtis and Lena Curtis, his wife, in the said realty by deed dated the 29th day of August, 1940, a copy of the said deed being filed herewith as Plaintiff's Exhibit No. 3 and is prayed to be taken as part and parcel of this Bill as fully as though the same were incorporated herein at length your Orator being unable to record his deed until such time as the taxes are paid, stands ready and willing to exhibit said deed to the Court at the taking of the testimony.

9. That said realty having a frontage of 165 feet on Glebe Creek is not susceptible of partition into approximately thirty-six parts without material loss or injury.

Wherefore, your Orator prays:

1. That a trustee may be appointed to sell the aforesaid realty and divide the proceeds

arising therefrom among the parties entitled to the same.

2. And for such other and further relief as his case may require.

May it please your Honor to grant unto your Orator the writ of subpoena directed to the said Cornelia Simms, single, "John Doe" Daniels, husband of Mary Elizabeth Simms Daniels, whose last known address was Baltimore, Maryland, Christopher Brown Simms, Martha Harris and Samuel Harris, her husband, Blanche Ransom and Henry Ransom, her husband, Henry Curtis, single, and Helen Curtis, single, all of Anne Arundel County, and an order of Publication may be granted against the other non-residents and also against the unknown heirs of Mary Elizabeth Simms Daniels and Charlotta Rebecca Simms Curits.

Ane as in duty bound, etc.

George B. Woelfel — Newton B. Collinson, Orator

Solicotor for Orator.

Filed Nov. 1st., 1940.

Plaintiff_ Exhibit #1 -- Filed Nov. 1st., 1940.

Know all men by these presents, that I, George W. Simms of Anne Arundel County, farmer, being of sound and disposing mind and memory do publish and declare the following as and for my last will.

First. after my burial at Hope Chapel and the payment of all my just debts and obligations by my executrix, I give, devise and bequeath unto my dear wife Mary Simms my house and lot bought of Dr. John Collinson lying and situated in the 1st District at the mouth of Glebe Creek for and during the term of her natural life, together with all the stock, implements, furniture and improvements thereon, for her own proper use and support; and after the death of my said wife I give, devise and bequeath the said farm and its contents unto my four following children, Mary Elizabeth Simms, Louisa Simms, Charlotte Rebecca Simms and John Allen Simms, to them and their heirs, share and share alike.

Second, to my son William Henry Simms in lieu of any other of my estate I give and bequeath the sum of one dollar.

Third, and I do hereby constitute my said wife Mary Simms the sole executrix of this my last will to serve as such without bonds, nor shall she as life tenant of my estate be held liable for waste.

AS WITNESS my hand and seal this 2nd day of August, A. D. 1902.

George W. his x mark Simms (Seal)

Signed and sealed and declared by the above testator in our presence as and for his last will and testament; and we at his request, in his presence and in the presence of each other have hereunto set our names as witnesses thereto.

W. M. Abbott

Daniel R. Randall

Anne Arundel County, Ss:

On the 15th day of November, 1938 came Edward Collinson and made Oath in due form of law, that he does not know of any Will or Codicil of George W. Simms late of said County, deceased, other than the above instrument of writing, and that he received the same from the Register of Wills in whose custody same had been

George W. Simms departed this life on the 3rd day of January, 1938.

Sworn to before the subscriber

Test: Lucy S. Holladay

Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On this 21st day of November A.D. 1938, personally appeared Elinore G. Girault who on oath says that she is well acquainted with Daniel R. Randall and that affiant knows his handwriting, having often seen him write; tnat after examining the signature of Daniel R. Randall on the paper writing purporting to be the last Will and Testament of George W. Simms deceased, late of Anne Arundel County, Maryland, affiant declares the same to be in the handwriting of said Daniel R. Randall and it is well known to affiants that said Daniel R. Randall is deceased.

Elinore G. Girault

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

Lucy S. Holladay

Register of Wills for Anne Arundel County.

By Clemence C. Burwell, Clerk.

Anne Arundel County, Ss:

On this 21st day of Nov. A.D. 1938, personally appeared Elinore G. Girault who on oath says that she is well acquainted with W. M. Abbott and that affiant knows his handwriting, having often seen him write; that after examining the signature of W. M. Abbott on the paper writing purporting to be the last Will and Testament of George W. Simms deceased, late of Anne Arundel County, Maryland, affiant declares the same to be in the handwriting of said W. M. Abbott and it is well known to affiants that said W. M. Abbott is deceased.

Elinore G. Girault

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

Lucy S. Holladay

Register of Wills for Anne Arundel County.

By Clemence C. Burwell, Clerk.

The Undersigned, Louise Simms and William _____ appointed Executors in the last Will and Testament of George Simms late of Anne Arundel County, deceased, do hereby refuse to act as Execut___ of said Will and do therefore renounce all my right to LETTERS TESTAMENTARY upon said deceased's Estate, and all right, title and claim, that I may, or could have had, by virtue of said appointment.

In Testimony Whereof, I hereunto subscribe my name this __ day of _____, 1938.

Witness: Lucy S. Holladay

George W. Sims

Louise Simms

William Simms his x mark

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of George W. Simms, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 29th day of November, 1938, that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil of the said George W. Simms, deceased.

And it is Further Ordered that Edward Collinson be appointed Administrator c.t.a. upon his filing bond in the penalty of $500.00

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 George W.Simms late of said County deceased together with proof and probate thereof taken from Wills Liber W. M. H. No. 1, folio 369, which is one of the records filed, recorded and Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 9th day of December in the year of our Lord, nineteen hundred and thirty-eight.

(COURT SEAL)

R. Glenn Prout
Register of Wills for Anne Arundel County.
By Clemence C. Burwell, Clerk.

Filed Nov. 1st. 1940.

Newton B. Collinson
vs.
Cornelia Simms, et al

No. 8101 Equity.
In the Circuit Court for
Anne Arundel County.

Plaintiff's Exh. #2 -- Filed Nov. 1st. 1940.

This Deed made this 26 day of September in the year one thousand eight hundred and ninety two by John Collinson and Mary E. Collinson his wife, of Anne Arundel County, State of Maryland,

Witnesseth that in consideration of Seventy five dollars the said John Collison and Mary E. Collinson, his wife do grant unto George Sims of said State and County his heirs and assigns, in fee simple,

All that lot, piece or parcel of ground situated, lying and being in said County and State aforesaid, and described as follows, to wit:

Beginning for the same on the south side of Glebe Creek, commencing at boundry stone on the line that divides N N Brewers farm called Larkington, from John Collinson's farm called Brewers Chance upheld running in a south east direction eighteen perches and one yard to Boundry Stone No. 1, from thence in a westerly direction ten perches to Boundry Stone No. 2, from thence a northwesterly direction fourteen perches to Boundry Stone No. 3, on the shore of Glebe Creek, thence a north easterly direction down the shore of said creek ten perches to the place of beginning; containing one acre of land, more or less in fee simple.

Being a part of the farm called Brewers Chance upheld it being the same land which was allotted to said John Collinson in a deed of Partition dated January third eighteen hundred and ninety and recorded in Liber S. H. No. 36 folio 252, one of the Land Records for Anne Arundel County, the said George Sims shall have and use the Road which the said John Collinson uses running from his landing to the Public Road, on the second part George Sims covenants that if he should ever sell or part from the aforesaid property he is to give the

said John Collinson his heirs and assigns the first refusal of said property.

Witness our hands and seals.

Witness

Alice H. Collinson

J. A. Robinson

John Collinson (seal)

Mary E. Collison (seal)

George x Sims (seal)
his
mark

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 26 day of Sept. 1892 before me the Subscriber, a Justice of the Peace in and for said County and State personally appeared John Collinson and Mary E. Collinson, his wife, and George Sims and acknowledged the aforegoing Deed to be their respective act and deed.

Joseph A. Robinson

Justice of the Peace

recorded 28th Sept. 1892

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the foregoing Deed was truly taken and copied from Liber S. H. No. 42, folio 105, 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 31st day of October, A. D. 1940.

(COURT SEAL) John H. Hopkins, 3rd. Clerk.

Filed Nov. 1st., 1940.

Plaintiff_ Exhibit #3 -- Filed Nov. 1st., 1940.

This Deed, made this 29th day of August, in the year 1940, by and between Walter Curtis and Lena Curtis, his wife, hereinafter called parties of the first part, and Newton B. Collinson, hereinafter called party of the second part, Witnesseth:

That for and in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, all their right, title, interest and estate in and to the following described property lying, being and situate in the First Election District of Anne Arundel County and more particularly described as follows:

Beginning for the same on Glebe Creek at the boundary line between the property formerly owned by N. H. Brewer called Larkington and the property formerly owned by John Collinson called Brewers Chance Upheld. Said lot then having a frontage of 165 feet on Glebe Creek with a depth of 297 feet on one side and 231 feet on the other.
Containing one acre of land, more or less, with a right of way to and from County Road to said lot.

Being the same property acquired by George Simms from John Collinson and wife by deed dated September 26th, 1892, and recorded in Liber S. H. No. 42, folio 105.

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

To Have and To Hold the above described property unto and to the proper use and benefit of the said property of the second part, his heirs and assigns, in fee simple.

Witness the hands and seals of the Grantors.

Witness: (Signed) Walter Curtis (Seal)

(Signed) Thomas E. Collison. (Signed) Lena Curtis (Seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 29th 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 Walter Curtis and Lena Curtis, his wife, and they acknowledged the aforegoing deed to be their act.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Thomas E. Collison

My commission expires May 6,1941 Notary Public.

Filed Nov. 1st. 1940

Newton B. Collinson, Plaintiff, No. 8101 Equity

vs. In the Circuit Court for

Cornelia Simms, et al Defendants. Anne Arundel County.

Petition of Ellen H. B. Parker. -- Filed Dec. 10th 1940.

To the Honorable, the Judge of the said Court:

The petition of Ellen H. B. Parker, respectfully shows unto your Honor:-

1. That she is an Undertaker in the City of Annapolis, and, as appears by the 2nd paragraph of the bill of complaint herein, there is a funeral bill of $103.00, with interest, due her for the burial of the decedent, George Simms, in the month of January, 1938; the same having been left over and unpaid at the time of the settlement of the estate of said decedent in the Orphans Court of this county, due to the total failure of assets therein.

That in addition, there is due and owing your petitioner a further sum of $35.75, for money advanced by her to pay a part of the expenses of the administration of the estate of said decedent, paid by her through the hands and at the request of one of the heirs and a defendant herein, Louise Simms, a child of the said George Simms, and one of the devisees of the real estate sought to be sold under this proceeding.

2. That at the time this proceeding was filed on the 1st day of Novemher, 1940, your petitioner was preparing, to be filed in this Court, a creditors bill for the sale of the said real estate involved herein, to effect settlement of her said two claims, shown in paragraph one hereof.

She further alleges and shows unto your Honor, that she is advised that, in order to avoid unnecessary expense and consequent wastage, and as well a multiplicity of litigation in the premises, she may be made a party defendant in this proceeding; to the end that her said two claims, if proven by proper evidence to be hereafter taken herein, may be settled and satisfied, in this proceeding, in the same manner as if her said contemplated separate proceeding, by way of creditors bill, had been or was now filed in this Court to enforce the settlement, out of said real estate, of the said two sums so due and owing to her.

She therefore respectfully prays, that, in order to avoid unnecessary expense and wastage in the premises, as aforeshown, an order be passed herein and hereon by this Honora-

ble Court, directing that she be made a defendant herein, with all the rights as such defendant to appear herein and answer the said bill of complaint, and defend her said claims, in the same manner as if an original proceeding had heretofore been or was now filed by her by way of creditor's bill for the enforcement of the payment of her said claims out of the said real estate.

And she will ever pray, etc.

Jno. S. Strahorn,
Solicitor for Petitioner.

State of Maryland, Anne Arundel County, Sct.

I hereby certify, that on this 10th day of December, 1940, before me, the subscriber, a Notary Public of the said State, in and for the said County, personally appeared Ellen H. B. Parker, and made oath in due form of law that the matters and facts set out and alleged on the foregoing petition are true, as therein stated, to the best of her knowledge, information and belief.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Mary M. Munroe
Notary Public.

ORDERED, this 11th day of December, 1940, by the Circuit Court for Anne Arundel County, IN EQUITY, and by the authority thereof, on the aforegoing petition and affidavit of Ellen H. B. Parker, that the said petitioner be, and she is hereby, made a party defendant in this cause, with all the rights as such defendant to appear herein as such and answer the bill of complaint and defend her claims herein, in the same manner as if originally named by the plaintiff as one of the defendants.

And it is further ORDERED, by the authority aforesaid, that the Auditor of this Court, when distributing the funds derived from the sale of said real estate set out in the said petition, award to the said Ellen H. B. Parker whatever amount said petitioner may show to be due her for and on account of the said claims; such award, to be subject, nevertheless, to all proper exceptions.

Ridgely P. Melvin, Judge.

Filed Dec. 11th 1940

Petition for leave to publish order of publication and order of Court thereon -Filed Aug. 22,1941

To the Honorable, the Judge of said Court:

The petition of Newton B. Collinson respectfully shows:

1. That on the first day of November, in the year 1940, he filed his suit in this Honorable Court seeking a sale for the purpose of partition. That upon the said suit subpoenas were issued twice for Cornelia Simms who resides in Baltimore and each time was returned non est and that likewise two non ests have been returned against "John Doe" Daniels.

2. Louise Simms has duly answered and Christopher Simms Brown has likewise twice been returned non est. Martha Harris and Samuel Harris, her husband, have been summoned. Blanche Ransom and Henry Ransom, her husband, are non residents residing in Wilmington, Delaware. Henry Curtis has been summoned. Helen Curtis has twice been returned non est and John Allen Simms and Gladys Simms, his wife, have likewise filed their answer.

3. That the Bill also prays for service against the unknown heirs of Charlotta Rebecca

Simms Curtis and Mary Elizabeth Simms Daniels.

Wherefore, your Petitioner prays:

1. That he may proceed with an order of publication against the non residents, against those who have been twice returned non est and against the unknown heirs mentioned in the Bill.

And as in duty bound etc.

George B. Woelfel

Solicitor for Petitioner.

ORDER OF COURT.

Upon the aforegoing petition, it is this 22nd day of August, 1941, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that leave be, and the same is hereby, granted to Newton B. Collinson to proceed against all non residents and residents who have twice been returned non est and against the unknown heirs mentioned in the Bill of Complaint by order of publication.

Ridgely P. Melvin, Judge.

Filed August 22, 1941.

Newton B. Collinson — No. 8101 Equity

vs. — In the Circuit Court for

Cornelia Simms, single, et al — Anne Arundel County.

Order of Publication -- Filed August 23rd 1941.

The object of this Bill is for the Court to appoint a trustee to sell the real estate in these proceedings mentioned and divide the proceeds arising therefrom among the parties entitled to the same.

And for such other and further relief as the Plaintiff's case may require.

The Bill recites:

That George Simms, late of Anne Arundel County, deceased, died testate on or about the 3rd day of January, 1938, and left a last will and testament dated the 2nd day of August, 1902, and recorded among the Testamentary Records of Anne Arundel County in Will Book Liber W. M. H. No. 1, folio 369, a certified copy of the said last will and testament being filed herewith as Plaintiff's Exhibit No. 1 whereby he devised all of his real estate to his wife Mary Simms, who predeceased the testator, for and during the term of her natural life and after her death to four of his children, to wit: Mary Elizabeth Simms, Louise Simms, Charlotta Rebecca Simms and John Allen Simms, share and share alike.

That letters of administration were taken out on the estate of George Simms by Edward Collinson who has stated his first and final account leaving, nevertheless, $103 due to Ellen H. B. Parker on account of the funeral bill, the payment by the administrator was waived by said Ellen H. B. Parker and the State and County taxes for the year 1940 still remain open.

That all of the property of the said George Simms, deceased, consists of one acre of land, more or less, of which he died seized and possessed located in the First Election District of Anne Arundel County, said real estate having been conveyed to the said decedent by deed dated the 26th day of September, 1892, and recorded among the Land Records of Anne

Arundel County in Liber S. H. No. 42, folio 105, a certified copy of said deed being filed herewith as Plaintiff's Exhibit No. 2 and is prayed to be taken as part and parcel of this Bill.

That Mary Elizabeth Simms to whom a one-fourth share of said realty was devised intermarried one Daniels whose first name is unknown and who is accordingly named herein as "John Doe" Daniels and the said Mary Elizabeth Simms Daniels died intestate during the year 1939 and left surviving her her said husband named as aforesaid and one child Cornelia Simms whom your Orator is informed is an illegitimate child of hers, nevertheless, the whereabouts of the child or the husband of the decedent Mary Elizabeth Simms Daniels being unknown or whether there are an additional heirs being unknown your Orator prays that all said unknown heirs be made parties to this suit.

Louise Simms, single, to whom a one-fourth interest was devised lives in the City of Philadelphia, Pennsylvania.

That Charlotta Rebecca Simms is now dead but during her lifetime intermarried one Harry Curtis, the said Harry Curtis being now dead to the best of your Orator's information and belief, nevertheless, the said Charlotta Rebecca Simms Curtis left surviving her to whom her one-fourth interest in the said realty was devised, Christopher Simms Brown, an illegitimate child who inherits from his mother, Walter Curtis, a son, who intermarried Lena Curtis, Martha Harris, a daughter, who intermarried Samuel Harris, Blanche Ransom, a daughter, who intermarried Henry Ransom, Henry Curtis, single, and Helen Curtis, single.

That John Allen Simms to whom a one-fourth interest in the said realty was divised is living in Washington, D. C. and is married to one Gladys Simms.

That your Orator has purchased all the right, title and interest of Walter Curtis and Lena Curtis, his wife, in the said realty by deed dated the 29th day of August, 1940, a copy of said deed being filed herewith as Plaintiff's Exhibit No. 3, nevertheless, your Orator is unable to record said deed until such time or times as the taxes are paid, now stands ready and willing to exhibit said deed to the Court at the taking of the testimony.

That the said realty having a frontage of 165 feet on Glebe Creek is not susceptible of partition into approximately thirty-six parts without material loss or injury.

It is thereupon this 23" day of August, in the year 1941, by the Circuit Court for Anne Arundel County, ORDERED that Newton B. Collinson cause a copy of this order with the object and substance of the petition to be inserted in some newspaper published in Anne Arundel County, once a week for three successive weeks before the 25" day of September, 1941, give notice to whom it may concern, to appear in this Court in person or by solicitor on or before the 10" day of October, 1941, to show cause, if any they have, why a decree should not be passed as therein prayed.

John H. Hopkins, 3rd., Clerk.

Filed August 23" 1941.

Certificate of Publication. Office of The Annapolis News, Annapolis,Md.

This is to Certify That the annexed advertisement of Order of Publication was inserted in THE ANNAPOLIS NEWS, a weekly newspaper published in Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25 day of September, 1941, that is to say, the same was inserted in the issues of August 28th, Sept. 4th and 11th

The Annapolis News

Edward Raymond, Business Manager.

Answer of John A. Simms -- Filed Jany. 29" 1942.

To the Honorable, the Judge of said Court:

The answer of John Allen Simms to the bill of complaint in this Honorable Court exhibited against them respectfully shows:

1. That your Respondents admit all the allegations contained in the said bill of complaint and do further consent to the sale of the realty in order to divide the proceeds arising therefore among the parties entitled to the same, nevertheless, they desire that their solicitor of record be appointed one of the co-trustees in making the sale.

And as in duty bound, etc.

Jno. S. Strahorn

Solicitor for defendants John

Allen Simms.

Filed Jany. 29th 1942.

Petition for decree pro confesso and order of Court thereon. -- Filed January 30, 1942.

To the Honorable, the Judge of said Court:

The petition of Newton B. Collinson respectfully shows:

1. That on the first day of November, 1940, he filed his bill of complaint upon which said bill of complaint all of the defendants have been summoned by personal service or by order of publication.

2. That though the time limited for the same has expired none of the defendants have answered with the exception of John Allen Simms and Gladys Simms, his wife.

Wherefore, your Petitioner prays:

1. That a decree pro confesso may be granted against all other defendants who have failed to answer and that leave may be granted to your Petitioner to take his testimony before any one of the standing examiners of this Court.

And as in duty bound, etc.

George B. Woelfel

Solicitor for Plaintiff.

ORDER OF COURT.

Upon the aforegoing petition, it is this 30th day of January, 1942, by the Circuit Court for Anne Arundel County, in equity, ORDERED that the bill of complaint in this case be, and the same is hereby taken pro confesso against Cornelia Simms, single, John Doe Daniels, husband of Mary Elizabeth Simms Daniels, Louise Simms, single, Christopher Simms Brown, single, Martha Harris and Samuel Harris, her husband, Blanche Ransom and Henry Ransom, her husband, Henry Curtis, single, and Helen Curtis, single, and also against all unknown heirs of Charlotta Rebecca Simms Curtis and Mary Elizabeth Simms Daniels.

And leave is further granted to the parties to this cause to take whatever testimony they desire before any one of the standing examiners of this court to substantiate the allegations of the bill.

Ridgely P. Melvin, Judge.

Filed January 30, 1942.

Testimony on behalf of the Plaintiff. -- Filed Feby, 5th 1942.

Testimony on behalf of the Plaintiff.

Present:

Mr. George B. Woelfel, Solicitor for Plaintiff.
Mr. John S. Strahorn, Solicitor for Defendants (John A. Simms and wife, Louise Simms and Ellen Parker.
Mr. Emanuel Klawans, Examiner.

WITNESSES:--

Newton B. Collinson, ---------- 2 to 6 ------6
Edward Collinson, ---------- 7 to 7 ------7 to 8
Fred Schoen, ---------- 9 to 11 ----11 to 12

Newton B. Collinson, a witness of lawful age, being first duly sworn, deposes and says:-

(Woelfel)

1. State your name and address?

A. Newton B. Collinson, Edgewater, Md.

2. Did you know George Simms?

A. Yes sir.

3. Is George Simms now living or dead?

A. He is dead.

4. Did George Simms leave a last Will and Testament?

A. Yes, but I have never seen it.

5. Is this a certified copy of the Last Will and Testament of George Simms?

A. Yes it is.

------Same now offered as Examiner's Exh. A.

6. What land, if any, did George Simms die seized and possessed of?

A. One acre of land located in the 1st Election District of Anne Arundel County on Glebe Creek.

7. Is that the land which he purchased or procured by deed dated the 26th day of September, 1892 from John Collinson and Mary E. Collinson his wife_

A. Yes, this is a certified copy of the deed.

--- Same offered and filed as Exams. Exh. B.

8. Were Letters of Administration ever taken out on the estate of George Simms?

A. Yes.

9. Were there any debts due by the estate that were not paid by the Administrator?

A. Yes.

10. Was there $103 due Ellen Parker on account of the funeral bill?

A. Yes.

11. Were the 1940 State and County taxes still open and unpaid on November 1st, 1940?

A. I understand it was.

12. To whom did George Simms leave this one acre of land?

A. He left it to the four following children, namely:-

Mary Elizabeth Simms
Louisa Simms,
Charlotte Rebecca Simms
John Allen Simms.

13. Is Mary Simms. the wife of George Simms living or dead?

A. She is dead, she died before he did.

14. So that now each of those four had a one-fourth interest in that lot?

A. That's right.

15. Is Mary Elizabeth Simms married or single?

A. She married a Mr. Daniels whose first name I do not know,- it will be supplied here, _____ Daniels.

16. Is Mary Elizabeth Simms now living or dead?

A. I could not say for sure they have been away from here for years but I was told she died intestate during the year 1939.

17. Who did she leave surviving her?

A. She left surviving her her husband and one child, Cornelia Simms, who, I am informed, was an illegitimate child, of her's.

18. Do you know the whereabouts of her husband or the child?

A. I do not but I understood they lived in Baltimore years ago, I do not know where they are now.

19. Is Louisa Simms living?

A. Yes.

20. Where is her home?

A. In Philadelphia.

21. Is Charlotte Rebecca Simms living?

A. She is now dead.

22. Was she married during her life time, and if so, to whom?

A. Yes to Harry Curtis.

23. Is he living or dead?

A. He is dead.

24. How long ago did Harry Curtis die?

A. I could not say accurately but I would say about fifteen years.

25. When did George Simms die?

A. On the 3rd of January, 1938 after the death of Harry Curtis.

26. Did Charlotte Rebecca Simms Curtis to whom a one-fourth interest was devised leave any children?

A. Yes.

27. What children did she leave?

A. She left,

Christopher Simms Brown whom I understand is an illegitimate child,
Walter Curtis who married Lena Curtis,
Martha Harris who married Samuel Harris,
Blanche Ransom who married Henry Ransom,
Henry Curtis, single,
Helen Curtis, single.

28. Where does Christopher Simms Brown live?

A. I don't know, he has not been on here for years, he has been out of the State.

29. Where do Walter Curtis and Lena Curtis live?

A. On my place.

30. Where do Martha and Samuel Harris live?

A. Down near the entrance to Camp Letts in Anne Arundel County.

31. Where does Blanche Ransom live?

A. Wilmington, Delaware.

32. Where does Henry Curtis live?

A. Annapolis, Md.

33. Where does Helen Curtis live?

A. Annapolis.

34. John Allen Simms to whom the other one-fourth interest was devised is he the one married Gladys?

A. I think so.

35. Where do they live?

A. In Washington.

36. Did George Simms who left this acre of land have any other children? Any other one besides the four mentioned in the will and whom you have mentioned?

A. Yes, one other child, William, to whom he left $1 under the will.

37. Are all of the parties you have mentioned over 21 years of age?

A. Yes.

38. Do you own any part of that one acre of land personally?

A. Yes.

39. How did you procure the portion you own?

A. I bought it from Walter Curtis and Lena Curtis his wife by deed dated August 29th, 1940.

40. Is this a copy of the deed from Walter Curtis and Lena Curtis to you?

A. Yes.

---- Same offered in evidence as Exam. Exh. C

41. Has that deed been placed on record in the County Court House?

A. No sir.

42. Why was it not placed there?

A. Because the estate had not been settled and the taxes had not been paid.

43. So what interest did you own when you acquired that deed from Walter Curtis?

A. One sixth of one- fourth or one twenty-fourth (1/24th)

44. Have you subsequently procured any other interest in this property since you filed this Bill of Complaint?

A. Yes.

45. Whose interest did you procure?

A. Henry Curtis' he owns the same amount, one twenty-fourth, so I now own two tenty- fourths or one-twelfth of the entire tract.

46. What did you pay for these various interests?

A. $25 to Walter and $20 to Henry.

47. How many feet frontage is this lot on Glebe Creek?

A. I imagine about 165 feet.

48. Could this land be divided in kind without material loss and injury to the parties in interest?

A. No sir.

49. Why cannot you divide it in kind?

A. Because would be too many small pieces.

50. Your 1/12th interest would only be 13 plus feet on the front?

A. Yes.

51. So you think it is necessary that the property be sold and the money divided?

A. Yes.

Cross Examination.

(Strahorn.)

1. You say you paid $25 for Walter Curtis interest, deed the original of which you have filed, how did you negotiate that purchase?

A. I paid him cash for ot.

2. Did he ask you to buy it or did you ask him to sell it?

A. I asked him did he want to sell it.

3. You voluntarily gave him $25 for his 1/24th interest?

A. Yes.

A. What, in your opinion, is the fair market value of the whole property?

A. $250.

5. And yet you offered to pay $25 for 1/24th interest, which I tell you, and you know, would be on the basis of $600 total value, is that right?

----Counsel for Plaintiff objects to this line of questioning as the Plaintiff may have had a particular reason to offer even more than $25 for that particular interest and is not a criterion of the value of the property.

A. Yes.

6. Were you present at the same at the Court House door when it was sold over a year ago through a Trustee proceeding in the Orphans Court of this county?

A. Yes.

7. Did you at that time bid on the property?

A. Yes.

8. How much did you pay for it then?

A. $825.

Re-Direct.

1. But you had a special reason for bidding that high? A. Yes.

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

Newton B. Collinson

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

(Woelfel)

1. State your name and address?

A. Edward Collinson, Anne Arundel County.

2. Do you know the family genealogy of George Simms mentioned in these proceedings?

A. Yes.

3. Did you hear your brother, Newton B. Collinson testify to the same?

A. Yes.

4. Did he correctly state the names of all the children and grandchildren and their ages, far as you know?

A. Yes.

5. You know the residences of the same as was given by your brother?

A. I don't know whether they were or not, some of the children I don't know where they are, to the best of my knowledge, they are as he stated.

Cross Examination.

(Strahorn)

1. What, in your opinion, is the fair market value of this property?

A. $250.

2. Were you present at the sale at the Court House door just been mentioned?

A. I was Administrator of the property, yes I was present.

3. Did you participate in the bidding which your brother has testified about?

A. No.

4. Were you familiar with what he was doing when he was bidding?

A. I heard him.

5. Did you or not consult with him or he with you concerning the raising of any bid that had been made with some one else?

A. I don't know.

6. You won't say you did not?

A. We might have talked it over, I might have heard him say something about it.

7. Did he not approach you each time before he raised some ones else bid?

A. No sir.

8. Did he approach you at any time concerning his own bid by him on the property after other bids had been made?

A. He might have, I don't know.

9. You know the property sold that day for $825?

A. I heard it, I was there.

10. Do you know why that sale was not finally ratified?

A. Only what I heard.

11. What did you hear?

A. That the property could not be sold by the Orphans Court because the decedent had left a will.

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

A. No sir.

Edward Collinson.

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

(Woelfel)

1. State your name and residence?

A. Fred Schoen, Annapolis, Md.

2. What is your occupation?

A. Dealing in Real Estate.

3. Where do you deal in real estate?

A. All over Anne Arundel County.

4. How long have you been a dealer in real estate?

A. Off and on for the last 30 to 35 years.

5. Do you know the property containing one acre of land more or less of which George Simms

died seized and possessed located in the First Election District of Anne Arundel County on South River?

A. It's on Glebe Creek not South River, Yes, I have known the property for a good many years, and also the man who owned it, I knew him for a good many years.

6. Are there any improvements on this property?

A. There is a house, I have been in the house, I could not say whether four or five rooms it's the mischief to get into it, the house is so run down I don't think anybody would undertake to fix it up, the roof is gone and the windows all gone and everything else.

7. Would you say this house has any value in itself without the land?

A. I don't think it has any value whatsoever.

8. What is your estimate of the value of that land?

A. The value of that one acre of land I should say would be about $300 or $350 considering the work it would take to have it cleaned up and made presentable so as to put a new building on the land.

9. What value would you give to the land and the building?

A. I should say I included the building with the land because there is no value to the building.

Cross Examination.

(Strahorn).

1. Would the fact that the property was offered at public sale about a year ago and brought $825 in any way change your estimate of the value of that land and the whole property?

A. I never knew what the value was, I heard that the land had been sold, and I thought the purchaser had taken possession of it and everything settled up, the value I did not know at that time.

2. When I tell you that it sold at that public sale for $825 would that in any way change your opinion as to the value of the whole property?

A. No sir, none whatsoever.

3. Tell the Court how that property is situate with reference to any other development, if there is one nearby?

A. There is no development say facing the Creek, on the right of this property is the son of old man Simms, whether he owns the property I don't know, but next to him comes Mr. Taylor's property which is all grown up in pines and on the right hand I think adjoins Mr. Collinson's development.

4. What's the name of that development?

A. Glebe Heights.

5. You are familiar with Collinson's development of Glebe Heights?

A. In a way, I have not been down there for so many years, in fact I never have been on top of the hill where he has sold a few lots.

6. Having in mind this property adjoins down by the Creek the development of the Collinsons known as Glebe Heights would that in any way affect your valuation of the property?

A. At the present time it would not for the simple reason old man Simms was known as an oysterman and fisherman and so much stuff in front of that lot I doubt if anybody can get the bottom clear/of and clean everything, and the banks are not as they are on Glebe Heights develop-

ment. On the left hand side facing the Creek the banks on Glebe Creek development are almost level with the water, you can do something with them, but this lot has a high bank and a lot of stuff about a foot or two feet deep.

7. It does adjoin the Glebe Heights development?

A. Far as I know I think it does, I should say yes.

8. Would it or not be a good addition to Glebe Heights development in your opinion?

A. That's hard to say, some people would say it would and some would and some would consider the cost of cleaning the lot up and straightening out and making fit for the development.

9. If this property belonged to the Glebe Heights development would it or not open up that development to the water front better than it is now?

A. Not unless whoever develops Glebe Heights spends a whole lot of money.

10. But there would be no other land between Glebe Heights development water front if this were a part of the Glebe Heights property?

A. No sir, not that I know of.

Re-Direct.

(Woelfel)

1. The Taylor property adjoins Glebe Heights property too, touches it?

A. No. Between this property and Taylor property is old man Simms' son there is a lot between Glebe Heights.

2. That lot would enhance the value of Glebe Heights?

A. Perhaps the two together.

3. If he had the Taylor property that would enhance the value too?

A. The Taylor property round about the water front, sure.

4. If owned all the way to Turkey Point would enhance the value?

A. Yes.

Cross Examination on Re-Direct.

(Strahorn)

1. How much water front there has Glebe Heights Development?

A. I cannot say, it goes around that curve somewhat.

2. How much water front is comprised within the property of Simms you are testifying about?

A. Looked to me without stepping it off about 175 to 180 feet, it may not be that much, the depth I do not know.

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 Plaintiff, 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 Fifth day of February, 1942.

Emanuel Klawans (Seal)

Examiner.

Filed Feby. 5th 1942.

Newton B. Collinson

vs.

Cornelia Simms, et al.

No. 8101 Equity.

In the Circuit Court for

Anne Arundel County.

Decree for sale of realty Feb. 16, 1942 -- Filed Feby. 16" 1942.

This cause standing ready for hearing and being submitted, the proceedings were read and considered by the Court and it appearing to the Court that the one acre of land, more or less, of which George Simms, late of Anne Arundel County, died seized and possessed, is not capable of division in kind without material loss or injury to the parties concerned,

It is thereupon this 16th day of February, 1942, by the Circuit Court for Anne Arundel County, in equity, ADJUDGED, ORDERED AND DECREED that the real estate of George Simms, deceased, in these proceedings mentioned be sold and that George B. Woelfel and John S. Strahorn be, and they are hereby appointed trustees to make the said sale and that their course and manner of proceedings shall be as follows: They shall first file with the clerk of this Court a bond to the State of Maryland, executed by themselves, and a surety or sureties, to be approved by this Court, in the penalty of One Thousand Dollars, conditioned for their faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises; they shall then proceed to make said sale having given at least three weeks notice by advertisement inserted in such weekly newspaper or newspapers published in Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which terms shall be, a deposit of Two Hundred Dollars upon the day of sale, the balance to be paid in cash upon the ratification of the sale or all cash at the option of the purchaser or purchasers, the credit portions to bear interest at the rate of six per cent and to be secured to the satisfaction of the said trustees, 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 their proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, and not before, the said trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharge from all claims of the parties hereto, plaintiffs and defendants, and of those claiming by, from or under them, or either of them; and the said trustees shall bring into this court the money arising from the said sale to be distributed under the direction of this court, after deducting the costs of this suit and such commission to the said trustees as this court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Ridgely P. Melvin, Judge.

Filed Feby. 16" 1942.

Bond --Filed & Approved this 16th. day of March 1942. John H. Hopkins, 3rd., Clerk.

KNOW ALL MEN BY THESE PRESENTS,

THAT WE George B. Woelfel and John S. Strahorn of Annapolis, Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand 00/100 Dollars, to be paid to the said State, or its certain

attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 16th day of March in the year of our Lord one thousand nine hundred and forty-two.

WHEREAS, the above bounden George B. Woelfel and John S. Strahorn by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County have been appointed trustees to sell the real estate located on Glebe Creek mentioned in the proceedings in the case of Newton B. Collinson vs. Cornelia Simms, et al now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George B. Woelfel and John S. Strahorn do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered — George B. Woelfel (Seal)

in the presence of — Jno. S. Strahorn (Seal)

Mary M. Hoff (CORPORATE SEAL) Fidelity and Deposit Company of Maryland.

Attest: Per J. Oliver Clark, Attorney-in-Fact.

Margaret B. Gallagher Vice-President.

Filed March 16th 1942.

REPORT OF SALE --- Filed March 17" 1942.

To the Honorable, the Judge of said Court:

The report of George B. Woelfel and John S. Strahorn, Trustees, appointed by a decree of this Court, passed in the above entitled cause, dated the 16th day of February, 1942, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for at least three successive weeks before the day of sale, they did, pursuant to said notice, attend at the Court House door, in the said City of Annapolis, on the 17th day of March, 1942, at 10 o'clock A.M., and then and there proceeded to sell said property in manner following, that is to say:

Your Trustees offered at public sale to the highest bidder the property mentioned in said decree, situated in the First Election District of Anne Arundel County, beginning for the same on Glebe Creek at the boundary line between the property formerly owned by N. H. Brewer called "Larkington" and the property formerly owned by John Collinson called "Brewer Chance Upheld", said lot having a frontage of 165 feet on Glebe Creek with a depth of 297 feet on one side and 231 feet on the other. Containing one acre of land, more or less, and being the same property which was acquired by George Simms from John Collinson and wife by deed dated September 26th, 1892, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 42, folio 105.

And your said Trustees sold the above described property to Newton Collinson at and for the sum of Four Hundred ($400) Dollars, he being at that sum the highest bidder therefor, the terms of said sale being $200 in cash and the balance upon ratification of the sale.

Respectfully submitted,

George B. Woelfel,

Jno S. Strahorn, Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 17th day of March, in the year 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George B. Woelfel and John S. Strahorn, Trustees named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of their 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 Waterfront Lot

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, dated the 16th day of February, 1942, and passed in a cause therein depending wherein Newton B. Collinson was plaintiff and Cornelia Simms, et al, were defendants, the undersigned were duly appointed trustees to make the sale of the said realty and will sell the same at public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, March 17, 1942 at 10 O'clock A. M.

All that lot or parcel of ground lying, being and situate in the First Election District of Anne Arundel County, beginning for the same on Glebe Creek at the boundary line between the property formerly owned by N. H. Brewer called "Larkington" and the property formerly owned by John Collinson called "Brewer Chance Upheld". Said lot having a frontage of 165 feet on Glebe Creek with a depth of 297 feet on one side and 231 feet on the other. Containing one acre of land, more or less. Improved by a four-room tenant house in very poor condition. With a right of way to and from the county road to the said lot.

Being the same property acquired by George Simms from John Collinson and wife by deed dated September 26th, 1892, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 42, folio 105.

TERMS OF SALE: A deposit of $200 will be required of the purchaser upon the day of sale; balance to be paid in cash upon the ratification of sale or all cash at the option of the purchaser. Deferred payments to bear interest at the rate of six per cent.

For further details apply:

George B. Woelfel
and
John S. Strahorn, Trustees.

Auctioneer's certificate and Purchaser's agreement --Filed March 17" 1942.

This is to certify that upon this 17th day of March, 1942, I sold the above described property to Newton Collinson at and for the sum of Four Hundred Dollars, he being the highest bidder therefor.

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

Witness: W. B. Elliott

Marvin I. Anderson Auctioneer.

Purchaser's Agreement

This is to certify that upon this 17th day of March, 1942, I purchased the within described property from George B. Woelfel and John S. Strahorn, Trustees, at and for the sum

of Four Hundred Dollars, and I do hereby agree to comply with the terms of said sale.

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

Witness: Newton B. Collinson

Marvin I. Anderson Purchaser.

ORDER NISI.

Ordered, this 10th day of April, 1942, That the sale of the property mentioned in these proceedings made and reported by George B. Woelfel & John S. Strahorn, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $400.00

John H. Hopkins, 3rd.,Clerk.

Certificate of Publication The Capital-Gazette Press, Inc.

Annapolis, Md., May 9, 1942.

We hereby certify, that the annexed Order Nisi Sale - Equity 8101 - Collinson- Simms 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, 1942. The first insertion being made the 16th day of April, 1942.

The Capital-Gazette Press, Inc.

By Lillie L. French.

ORDER.

ORDERED BY THE COURT, This 14th day of May, 1942 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Final Order May 14th 1942.

Petition to substitute Edw. Collinson as purchaser in the place & stead of Newton B. Collinson and order of Court thereon. -- Filed May 12" 1942.

To the Honorable, the Judge of said Court:

The petition of Newton B. Collinson respectfully shows:

1 That heretofore, to wit: On the 17th day of March, 1942, your Petitioner purchased the real estate in these proceedings mentioned at public sale from George B. Woelfel and John S. Strahorn, Trustees, at and for the sum of Four Hundred Dollars and the sale has been reported to him.

2. That the order nisi on the report of sale has not yet expired and your Petitioner is desirous of having the title to the real estate placed in the name of Edward Collinson, his brother.

Wherefore, your Petitioner prays:

1. That he may be permitted to substitute the name of his brother Edward Collinson in the place and stead of his own as the purchaser of the aforesaid real estate.

And as in duty bound, etc.

Newton B. Collinson, Petitioner.

We, the undersigned, George B. Woelfel and John S. Strahorn, Trustees, do hereby consent to the have the name of Edward Collinson replace the name of Newton B. Collinson as purchaser in the aforesaid report of sale.

George B. Woelfel

Jno. S. Strahorn, Trustees.

ORDER OF COURT

Upon the aforegoing petition and consent of the Trustees, it is this 13th day of May, 1942, by the Circuit Court for Anne Arundel County, in equity, ORDERED that the name of Edward Collinson appear in the place and stead of Newton B. Collinson in the report of sale made by George B. Woelfel and John S. Strahorn, Trustees.

Ridgely P. Melvin, Judge.

Final Order filed May 13" 1942.

Newton B. Collinson — No. 8101 Equity.

vs. — In the Circuit Court for

Cornelia Simms, Single, et al — Anne Arundel County.

Auditor's Report and Account -- Filed July 24th 1942.

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. Newton B. Collinson, Vs. Cornelia Simms, single, et al in ac. with George B. Woelfel, Trustees.

To Trustee for Commissions	$ 27.06	$
To Trustee (G.B.W.) for fee	50.00	77.06
To Trustees for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court - costs	29.60	
R. C. Turner - Sheriff	2.85	
Auditor	9.00	61.45
To Trustees for Expenses, viz:		
Capital-Gazette Press - advertising sale order nisi on	27.00	
Capital-Gazette Press - report of sale order nisi on	5.00	
Capital-Gazette Press - auditor's acct.	5.00	
Annapolis News - order of publication	69.00	
Fidelity & Deposit Co. - bond premium	10.00	
W. B. Elliott - auctioneer	10.00	
Fred Schoen - appraiser's fee	10.00	

To Emanuel Klawans - examiner	$ 4.00	$
J. D. Strahorn - stenographer	5.50	
Clerk of Court - certified copy	.75	
Mary M. Hoff - notary fee	.50	
One-half Federal revenue stamps	.27	
One-half State revenue stamps	.20	147.22
To Trustee for Taxes, viz:		
1942 State & County taxes ($11.60 adj.)		2.38
To Ellen H. B. Parker - claim for funeral bill filed (order of 12/11/40)		103.00
To Ellen H. B. Parker - this balance on acct. claim for Orphans Court costs advanced (Order of 12/11/40)	9.89	
	$401.00	

Cr. Mar. 17 1942	Proceeds of Sale	$400.00
	Interest on deferred payment	1.00
		$401.00

ORDER NISI.

ORDERED, This 24th., day of July, 1942, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 25th., day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th., day of August next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Office of THE ANNAPOLIS NEWS Annapolis, Md.

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 25th day of August, 1942. that is to say, the same was inserted in the issues of July 30th, Aug. 6th & 13th & 20th _____

THE ANNAPOLIS NEWS

Edward R. Raymond, Business Manager.

FINAL ORDER

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th day of August, 1942, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

Final Order filed August 28" 1942.

IN THE MATTER OF THE TRUST ESTATE : No. 6400 Equity.
OF THOMAS McGUCKIAN, DECEASED. : In the Circuit Court for
: Anne Arundel County.

For Previous Proceedings see F. A. M. No. 33, Folio 79 to 177 ~~etc.~~ Equity Records.

Report of Sale of Charles F. Lee, Trustee, of Lots 5, 6, Smith Ave.

Filed March 1st., 1937.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That he, the said Charles F. Lee, as Trustee, acting under authority of an Order of this Honorable Court, passed on the 29th day of November, 1932, has sold unto James Bancroft Eppes and Elizabeth Williford Eppes, his wife, all that lot of land designated as Lots No. 5 and 6, as shown on a Revised Plat of Lots on Spa View Avenue and Greenfield Street; having a frontage on Smith Avenue of 100 feet, with a depth therefrom on Spa View Avenue of 127 feet; at and for the sum of FIFTEEN HUNDRED AND FIFTY DOLLARS ($1550.00).

Second. Your Trustee further reports that he has received in full the purchase price for the lot as agreed upon, that the sale was fairly made, and that the purchasers are now entitled to receive a deed for said property.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises authorizing and permitting him to convey unto said James Bancroft Eppes and Elizabeth Williford Eppes, his wife, all those lots of land situate, lying and being in the Sixth Election District of Anne Arundel County, Maryland, designed as Lots No. 5 and 6 on a Revised Plat of Lots on Spa View Avenue and Greenfield Street; said lots having a frontage of 100 feet with a depth therefrom of 127 feet.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 5th day of February, in the year 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein stated and that the sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

We, the parties to the above Report of Sale, do hereby consent to an immediate ratification of said sale.

Charles F. Lee, Trustee.

James Bancroft Eppes, Purchaser.

Elizabeth W. Eppes, Purchaser

Annapolis, Maryland, Feby. 5, 1937,

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, are familiar with the property of the Estate of Thomas McGuckian, lo-

cated on Smith Avenue, Annapolis. This property consists of two unimproved lots, 100 feet frontage, with a depth of 127 feet. The purchase price of $1550.00 we consider fair and adequate.

Respectfully submitted,

Carey L. Meredith

James H. Murray

UPON the foregoing Petition, Affidavit, Certificate and Consent to an Immediate Ratification of said reported sale, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 1" day of March, 1937, that Charles F. Lee, Trustee, as aforesaid, be and he is hereby authorized and permitted to convey unto James Bancroft Eppes and Elizabeth Williford Eppes, his wife, all those lots of land designated as Lots No. 5 and 6 on Revised Plat of Lots on Spa View Avenue and Greenfield Streets; and that the sale above reported be finally ratified and confirmed.

Linwood L. Clark, A.J.

Order Filed Mch. 1" 1937.

Petition to Execute Confirmatory deed to Harry S. Kenchington, and Order of Court.

Filed March 31st., 1937.

TO THE HONORABLE, THE JUDGES OF SAID COURT:--

The Petition of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That he was appointed Trustee of the above entitled Estate by a Order of this Honorable Court passed on the 29th day of March, 1933.

Second. That Charles F. Lee and Winson G. Gott, as Executors of Thomas McGuckian, undertook to convey to Harry S. Kenchington and Anna E. Kenchington, his wife, since deceased, by deed dated March 19, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 68, folio 60, all that lot on the southwest side of the State Road or West Street, Extended, leading from Annapolis to Camp Parole, in the village of Germantown, Second Election District of Anne Arundel County, designated as Lot No. 1, Block B, on the Plat and Survey of the Subdivision of Linthicum Farm, made by J. Carson Boush, Surveyor, February 26, 1923, which Plat is recorded in Liber W. N. W. No. 68, folio 62, of the Land Records of Anne Arundel County, having a frontage of 50 feet with a depth therefrom of 200 feet. The title to the whole tract, of which Lot No. 1, Block B, is a part, was held by Thomas McGuckian and Maggie McGuckian, his wife, as tenants by the entirety, and upon the death of the said Thomas McGuckian the entire fee simple estate became vested in Maggie McGuckian, and Thomas McGuckian had no power of appointment of Executors over this property. Later, and after the death of Thomas McGuckian, by deed dated March 29, 1933, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 107, folio 507, Maggie McGuckian conveyed to Charles F. Lee, Trustee, all that tract of land, known as Linthicum Farm, of which Lot No. 1, Block B, is a part, for the purpose of having the said Trustee make conveyances thereof and therefrom; and this Honorable Court assumed jurisdiction and passed an Order appointing the Trustee the same day.

Third. That the title to the property, or lot, passed to Harry S. Kenchington and Anna E. Kenchington, his wife, since deceased, has been called into question, and the said Harry

S. Kenchington is advised that it is necessary that your Trustee execute a confirmatory deed to him wherein the title to the said Lot No. 1, Block B, of Linthicum Farm, be confirmed by the Trustee of the Estate of said Thomas McGuckian. The said Harry S. Kenchington has paid the full purchase price of the lot and is entitled to have a good title to the same.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order wherein and whereby he, the said Charles F. Lee, Trustee, in the Matter of the Trust Estate of Thomas McGuckian, deceased, be authorized to execute a deed as such Trustee to the said Harry S. Kenchington, confirming, as such Trustee, the conveyance made by Charles F. Lee and Winson G. Gott, as Executors of Thomas McGuckian.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee

Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 30th day of March, in the year 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

Upon the foregoing Petition and Affidavit, it is Ordered by the Circuit Court for Anne Arundel County, in Equity, this 31st., day of Mch., in the year 1937, that Charles F. Lee, Trustee, in the Matter of the Trust Estate of Thomas McGuckian, deceased, be and he is hereby authorized and directed to execute a deed, as such Trustee, to Harry S. Kenchington, confirming, as such Trustee, the conveyance made heretofore to the said Harry S. Kenchington and Anna E. Kenchington, his wife, since deceased, by Charles F. Lee and Winson G. Gott, as Executors of Thomas McGuckian.

Linwood L. Clark, A.J.

Filed March 31st 1937.

Petition to Sell Lot 19, Spa View Ave., to Sullivan & Wife, & Order of Court thereon.

Filed April 15" 1937.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That he, the said Charles F. Lee, as Trustee, acting under authority of an Order of this Honorable Court, passed on the 29th day of March, 1933, has sold unto George W. Sullivan and Marion Gray Sullivan, his wife, all that tract or parcel of land situate, lying and being in the City of Annapolis, Maryland, and being designated as Lot No. 19, according to a revised plat of Lots on Spa View Avenue and Greenfield Street, Annapolis, Maryland, made by J. Revell Carr, Surveyor, June, 1931; having a frontage of 52 feet on the northeast side of Spa View Avenue, with an irregular depth therefrom, and

BEING a portion of that property which was conveyed to Charles F. Lee, Trustee, by Maggie McGuckian, widow, et al, by deed dated November 29, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 106, folio 275; at and for the sum of Seven Hundred and Fifty Dollars ($750.00).

Second. Your Trustee further reports that he has received in full the purchase price for the lot or parcel of land, as agreed upon, that the sale was fairly made and the purchasers are entitled to receiver a deed for said property.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises, authorizing and directing him to convey unto the said George W. Sullivan and Marion Gray Sullivan, his wife, the lot or parcel of land described above.

AND , AS IN DUTY BOUND, etc.

Charles F. Lee

Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 12th day of April, in the year 1937, before me, the Subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report are true as therein stated, and that the sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

We, the undersigned, parties ot the above Report of Sale do hereby consent to an immediate ratification of said sale.

Charles F. Lee, Trustee

Geo. W. Sullivan, Purchaser

Marion Gray Sullivan, Purchaser

UPON the foregoing Petition, Affidavit and Consent to an Immediate Ratification of Sale, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 15" day of April, 1937, that Charles F. Lee, Trustee, as aforesaid, be and he is hereby authorized to convey unto George W. Sullivan and Marion Gray Sullivan, his wife, all that lot of ground situate, lying and being on the northeast side of Spa View Avenue and described in this Petition, and that the sale above reported be finally ratified and confirmed.

Linwood L. Clark, A.J.

Annapolis, Maryland, April 12th, 1937

We, the undersigned, being familiar with real estate values in and about Annapolis, Maryland, are familiar with the property described in this Petition, and it is our opinion that the sum of $750.00 is a fair and adequate price for said lot.

Carey L. Meredith

James H. Murray

Filed April 15" 1937.

Petition to sell Lot 13, Greenfield St., to John Galloway, & Order of Court thereon.

Filed June 16" 1937.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That he, the said Charles F. Lee, as Trustee, acting under authority of an Order of this Honorable Court, passed on the 29th day of March, 1933, has sold unto John Galloway, all that tract or parcel of land situate, lying and being on the southeast corner formed by the intersection of Greenfield Street and an eighteen foot road, in the City of Annapolis, Maryland, and being designated as Lot No. 13, according to a Revised Plat of Lots on Spa View Avenue and Greenfield Street, Annapolis, Maryland, made by J. Revell Carr, Surveyor, June, 1931, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 4, folio 29; and

BEING a portion of that property which was conveyed to Charles F. Lee, Trustee, by Maggie McGuckian, widow, et al, by deed dated November 29, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 106, folio 275; at and for the sum of Eight Hundred and Fifty Dollars ($850.00).

Second. Your Trustee further reports that he has received in full the purchase price for the lot or parcel of land, as agreed upon, that the sale was fairly made, and the purchaser is entitled to receive a deed for said property.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises, authorizing and directing him to convey unto the said John Galloway, the lot or parcel of land described above.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 15th day of June, in the year 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report are true as therein stated, and that the sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

We, the undersigned, parties to the above Report of Sale, do hereby consent to an immediate ratification of said sale.

Charles F. Lee, Trustee

John Galloway, Purchaser

UPON the foregoing Petition, Affidavit and Consent to an Immediate Ratification of Sale, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 16" day of June, 1937, that Charles F. Lee, Trustee, as aforesaid, be and he is hereby authorized to convey unto John Galloway all that lot of ground situate, lying and being on the southeast corner of Greenfield Street and an eighteen foot road, and described in this Petition, and that the sale above reported be finally ratified and confirmed.

Linwood L. Clark, A.J.

Annapolis, Maryland, June 15th, 1937.

We, the undersigned, being familiar with real estate values in and about Annapolis,

Maryland, are familiar with the property described in this Petition, and it is our opinion that the sum of $850.00 is a fair and adequate price for said lot.

Carey L. Meredith

James H. Murray

Filed June 16" 1937.

IN THE MATTER OF THE TRUST ESTATE OF THOMAS McGUCKIAN, DECEASED.

No. 6400 Equity.
In the Circuit Court for
Anne Arundel County.

Petition to sell Lot 42, Granada St. to George R. Deininger & wife & Order of Court thereon. -- Filed August 25, 1937

TO THE HONORABLE, THE JUDGES OF SAID COURT:--

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That he, the said Charles F. Lee, as Trustee, acting under authority of an Order of this Honorable Court, passed on the 29th day of March, 1933, has sold unto George R. Deininger and A. Lenore Deininger, his wife, all that lot or parcel of land situate, lying and being in the City of Annapolis, Maryland, on the north side of Granada Street, and being at the intersection of Greenfield Street, having a frontage on Granada Street of 58.80 feet, with a depth therefrom of 140 feet; and being designated as Lot No. 42, on the Plat of the Property of Thomas McGuckian, compiled from Plats made by J. Carson Boush and W. C. Munroe; and being a portion of that property which was conveyed to Charles F. Lee, Trustee, by Maggie McGuckian, widow, et al, by deed dated November 29, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 106, folio 275; at and for the sum of SEVEN HUNDRED DOLLARS ($700.00).

Second. Your Trustee further reports that he has received in full the purchase price for the lot or parcel of land, as agreed upon, that the sale was fairly made, and the purchasers are entitled to receive a deed of said property.

NOW, THEREFORE, your Petitioner prays your Honors to pass an Order in the premises, authorizing and directing him to convey unto the said George R. Deininger and A. Lenore Deininger, his wife, the lot or parcel of land described above.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 17th day of August, in the year 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report are true as therein stated, and that the sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

We, the undersigned, parties to the above Report of Sale, do hereby consent to an immediate ratification of said sale.

Charles F. Lee, Trustee
George R. Deininger,
A. Lenore Deininger, Purchasers.

UPON the foregoing Petition, Affidavit and Consent to an Immediate Ratification of Sale, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 24" day of August, 1937, that Charles F. Lee, Trustee, as aforesaid, be and he is hereby authorized to convey unto George R. Deininger and A. Lenore Deininger, his wife, all that lot of ground situate, lying and being on the north side of Granada Street, at the intersection of Greenfield Street, and designated as Lot No. 42, on the Plat of the Property of Thomas McGuckian, and described in this Petition, and that the sale above reported be finally ratified and confirmed.

Linwood L. Clark, A.J.

We, the undersigned, being familiar with real estate values in and about Annapolis, Maryland, are familiar with the property described in this Petition, and it is our opinion that the sum of of $700.00 is a fair and adequate price for said lot.

Carey L. Meredith

Filed Aug. 24" 1937. James H. Murray

Petition to Sell Lot 30, Academy St., to Philip Dorsey Duvall & Wife, and Order of Court thereon. -- Filed Sept. 16" 1937.

TO THE HONORABLE, THE JUDGES OF SAID COURT:--

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That he, the said Charles F. Lee, as Trustee, acting under authority of an Order of this Honorable Court, passed on the 29th day of March, 1933, has sold unto Philip Dorsey Duvall and Caroline E. Duvall, his wife, all that lot or parcel of land situate, lying and being in the City of Annapolis, Maryland, on the south side of Academy Street, having a frontage on said Academy Street of 50 feet, with a depth therefrom of 140 feet; and being designated as Lot No. 30, on the Plat of the Property of Thomas McGuckian, compiled from Plats made by J. Carson Boush and W. C. Munroe; and being a portion of that property which was conveyed to Charles F. Lee, Trustee, by Maggie McGuckian, widow, et al, by deed dated November 29, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 106, folio 275; at and for the sum of FIVE HUNDRED AND FIFTY DOLLARS ($550.00).

Second. Your Trustee further reports that he has received in full the purchase price for the lot or parcel of land, as agreed upon, that the sale was fairly made, and the purchasers are entitled to receive a deed for said property.

NOW, THEREFORE, your Petitioner prays your Honors to pass an Order in the premises, authorizing and directing him to convey unto the said Philip Dorsey Duvall and Caroline E. Duvall, his wife, the lot or parcel of land described above.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 8th day of September, in the year 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report are true as therein stated, and that the sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

We, the undersigned, parties to the above Report of Sale, do hereby consent to an immediate ratification of said sale.

Charles F. Lee, Trustee

Philip Dorsey Duvall,

Caroline Elizabeth Duvall, Purchasers

UPON the foregoing Petition, Affidavit and Consent to an Immediate Ratification of Sale, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 16" day of September, 1937, that Charles F. Lee, Trustee, as aforesaid, be and he is hereby authorized and directed to convey unto Philip Dorsey Duvall and Caroline E. Duvall, his wife, all that lot of ground situate, lying and being on the south side of Academy Street, Annapolis Maryland, and designated as Lot No. 30, on the Plat of the property of Thomas McGuckian, and described in this Petition, and that the sale above reported be and the same is hereby finally ratified and confirmed.

Linwood L. Clark, A.J.

We, the undersigned, being familiar with real estate values in and about Annapolis, Maryland, are familiar with the property described in this Petition, and it is our opinion that the sum of $550.00 is a fair and adequate price for said lot.

Carey L. Meredith

Filed Sept. 16" 1937. James H. Murray

Petition for Ratification of Contract of Sale with Thomas Jackson, Lot Linthicum Farm, and Order of Court thereon. -- Filed Nov. 22" 1937.

TO THE HONORABLE, THE JUDGES OF SAID COURT:--

The Report of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That Charles F. Lee, As Trustee, acting under authority of an Order of this Honorable Court, passed in the above entitled cause, on the 29th day of March, 1933, has entered into a contract of sale, dated November 17, 1937, with Thomas Jackson, wherein the said Charles F. Lee, Trustee, agrees to sell, and the said Thomas Jackson agrees to purchase, all that lot of land situate, lying and being in the Second Election District of Anne Arundel County, Maryland, being Lot No. 4, of Block E, as shown on a Plat of Thomas McGuckian's Subdivision, known as The Linthicum Farm, said plat by J. Carson Boush, Surveyor, and dated February 26, 1923; said lot having a frontage of 50 feet on West Street, Extended, and an approximate depth of 230 feet; at and for the sum of EIGHT HUNDRED DOLLARS ($800.00), of which $20.00 having been paid prior to the signing of said contract, and the balance to be paid as follows: $130.00 as soon as this contract is approved by the Circuit Court for Anne Arundel County, and the remainder in monthly installments of not less than $10.00 each and every month until paid in full. All deferred payments to bear interest at the rate of six per cent per annum and to be adjusted quarterly. This sale subject to approval of the above Court, and also subject to restrictions of record. And upon the payment as above of the unpaid purchase money, a deed for

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 as of above date. The costs of revenue and state stamps to be equally divided. A copy of said Contract is filed herewith, as Petitioner's Exhibit "A", and prayed to be taken as a part hereof.

Second. Your Petitioner reports that he has received the deposit as mentioned in said contract, and that the sale was fairly made.

NOW, THEREFORE, YOUR Petitioner prays your Honors to pass an Order in the premises, approving and confirming the contract above mentioned, and authorizing and directing him to execute the deed conveying the lot mentioned in the contract of sale when the purchase price is paid in full.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

I hereby certify that on this 18th day of November, in the year 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true as therein stated, and that the sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public

We, the undersigned, the parties to the above contract of sale, do hereby consent to the approval and ratification of said contract.

Charles F. Lee, Trustee

Thomas Jackson, Purchaser

We, the undersigned, being familiar with real estate values in and about Anne Arundel County, are familiar with the property on West Street, Extended, mentioned in the contract of sale filed with this Petition. This Lot No. 4, Block E, as shown on the Plat of the Linthicum Farm, has a frontage on West Street, Extended, of 50 feet, with an approximate depth of 230 feet. The lot is unimproved, and we consider the price of $800.00 a fair and adequate price for said lot.

Carey L. Meredith

James H. Murray

UPON the foregoing Petition, Affidavit and Consent to the approval and ratification of the Contract of Sale mentioned herein and filed herewith, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 22" day of November, in the year 1937, that the Contract of Sale entered into between Charles F. Lee, Trustee, as aforesaid, and Thomas Jackson, be and the same is hereby approved and ratified; and that authority is hereby granted unto the said Charles F. Lee, Trustee, to make the conveyance of the

lot mentioned in said contract of sale in accordance with its terms when the full purchase price, as expressed therein, is fully paid and satisfied.

Linwood L. Clark, A.J.

CONTRACT OF SALE.

THIS AGREEMENT, Made this 17th day of November nineteen hundred and thirty-seven between Charles F. Lee, Trustee of the Estate of Thomas McGuckian of the first part, and Thomas Jackson of Anne Arundel County, Maryland, of the second part

Witnesseth, That the said party 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 lot No. 4 of Block E, shown on a plat of the McGuckian Subdivision known as the Linthicum Farm, said plat made by J. Carson Bush, Surveyor and dated February 26, 1923. Said lot having a frontage of fifty feet on West Street Extd. with an approximate depth of 230 feet.

At and for the price of Eight Hundred Dollars of which Twenty Dollars having been paid prior to the signing hereof and the balance to be paid as follows: One Hundred Thirty Dollars as soon as this contract is approved by the Circuit Court of Anne Arundel County, Maryland, and the remainder in monthly installments of not less than Ten Dollars each and every month until paid in full. All deferred payments to bear interest at the rate of 6% and to be adjusted quarterly. This sale is subject to the approval of the above court and also subject to the restrictions of record.

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 __as of above date.

The cost of revenue and state stamps to be equally divided.

TEST:

Chas. F. Lee, Trustee (Seal)

_____ Estate Thos. McGuckian (Seal)

Filed Nov. 22" 1937 Thomas Jackson (Seal)

Petition to Contribute toward construction of sidewalk, and Order of Court thereon.

Filed Dec. 1st., 1937.

TO THE HONORABLE, THE JUDGES OF SAID COURT: --

The Petition of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That at the present time, by an appropriation of the Works Progress Administration, the Mayor, Council and Aldermen of the City of Annapolis, under the supervision of the City Commissioner, are constructing a concrete sidewalk along Spa View Avenue, and property owners are only required to contribute $.10 a square foot toward the cost of the construction of said sidewalk.

Second. That the Estate of Thomas McGuckian holds title to Lots No. 21 and 22, on the Revised Plat of Lots on Spa View Avenue and Greenfield Street, which at the present time have no sidewalk. If your trustee is permitted and authorized to expend the sum of $78.03 toward

the construction of said sidewalk, it will materially enhance the value of said lots, and will be a material saving to the Estate; otherwise, in the future the Estate may by an order of the City be compelled to construct a sidewalk, in which case the total cost would have to be borne by the Estate.

NOW, THEREFORE, your Petitioner prays your Honors to pass an Order in the premises permitting and authorizing him to expend the sum of $78.03 as a contribution toward the expense of constructing a sidewalk on Spa View Avenue, along the boundary of Lots No. 21 and 22, on the Plat referred to above.

And, as in duty bound, etc.

Charles F. Lee, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 1st day of December, in the year 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

UPON the foregoing Petition and Affidavit, it is thereupon this 1" day of December, in the year 1937, Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, that Charles F. Lee, Trustee, by authorized to expend the sum of $78.03 to construct a sidewalk on Spa View Avenue, binding lots no. 21 and 22, as shown on the above referred to Plat.

Filed Dec. 1" 1937. Linwood L. Clark, A.J.

IN THE MATTER OF THE TRUST ESTATE OF THOMAS McGUCKIAN, DECEASED. — No. 6400 Equity. In the Circuit Court for Anne Arundel County.

Petition to Convey Strip of Land, Linthicum Farm, to A. A. Co. for Road, and Order of Court. -- Filed Feby. 17th., 1938.

TO THE HONORABLE, THE JUDGES OF SAID COURT:--

The petition of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That the County Commissioners of Anne Arundel County are desirous of constructing a public road through a portion of the property known as the Linthicum Farm, and has applied to your Petitioner for a grant of the property hereinafter described for the purpose of constructing said public road, which would be of advantage and to the benefit of this Trust Estate in as much as it would place some of the back lots in this subdivision, known as Linthicum Farm, on an improved highway.

Second. There is to be no consideration paid for the property which the County Commissioners of Anne Arundel County are requesting your Trustee to convey for the purpose of constructing said road, except a nominal consideration of $1.00.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises authorizing and permitting him to convey to the County Commissioners of Anne Arundel County,

all that strip or parcel of land situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and described as follows:

BEING a strip of land 40 feet wide, 20 feet each side of the center line throughout, said center line being more particularly described as follows:

BEGINNING for the same at a point in the center of the proposed county road leading from the Solomons Island Road at Beaver Dam Hill towards Bay Ridge, via Chinquapin Round Road, said point being distant in a southeasterly direction 1072 feet, more or less, from a large planted stone found at the southwestern corner of the property of Fred W. and Florence Bausum, his wife; thence running South 32 degrees 59 minutes East 1420 feet, more or less, to a point of ending; said point of ending being in the present county road known as Chinquapin Round Road leading from West Street, Extended, to Spa Road.

BEING a part of the whole tract of land which by deed dated March 29, 1933, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F. S. R. No. 107, folio 507, was conveyed by Maggie McGuckian, widow, and Charles F. Lee, Trustee, Surviving Executor under the Last Will and Testament of Thomas McGuckian, to Charles F. Lee, Trustee.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

I hereby certify that on this 16th day of February, in the year 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report are true as therein stated.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

UPON the foregoing Petition and Affidavit, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 17" day of February, in the year 1938, that Charles F. Lee, Trustee, as aforesaid, be and he is hereby authorized and permitted to convey to the County Commissioners of Anne Arundel County, for the purpose of constructing a public road, all that strip or parcel of land as described above, being a portion of the Linthicum Farm, without consideration, except a nominal consideration of $1.00.

Linwood L. Clark, A.J.

Filed Feby. 17" 1938

IN THE MATTER OF THE TRUST
ESTATE OF THOMAS McGUCKIAN,
DECEASED.

No. 6400 Equity.
In the Circuit Court for
Anne Arundel County.

Petition to convey land, Linthicum Farm, to County Commissioners for use as road; and Order of Court thereon. ---- Filed June 14" 1938.

TO THE HONORABLE, THE JUDGES OF SAID COURT:---

The Petition of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That the County Commissioners of Anne Arundel County are desirous of constructing a public road through a portion of the property known as the Linthicum Farm, and has applied to your Petitioner for a grant of the property hereinafter described for the purpose of constructing said public road, which would be of advantage and to the benefit of this Trust Estate

in as much as it would place some of the back lots in this subdivision, known as Linthicum Farm, on an improved highway.

Second. There is to be no consideration paid for the property which the County Commissioners of Anne Arundel County are requesting your Trustee to convey for the purpose of constructing said road, except a nominal consideration of $1.00.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises authorizing and permitting him to convey to the County Commissioners of Anne Arundel County, all that strip or parcel of land situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and described as follows:

BEING a strip of land 20 feet wide, being more particularly described as follows:

BEGINNING for the same at a concrete monument planted on the Northeast side of the proposed Chinquapin Round Road leading from West Street extended to Spa Road, said monument being also at the end of the right-of-way line recently conveyed to the County Commissioners of Anne Arundel County, Maryland, by William Meredith, et al, and running thence with said side of said road as now surveyed South 44 degrees 18 minutes East 280 feet, more or less, to the divisional line between the property of the grantor and the Linthicum property; thence running with said last mentioned line North 70 degrees 48 minutes West 44.82 feet to the center line of said proposed road; thence with said center line North 44 degrees 18 minutes West 240 feet, more or less, to a point distant South 45 degrees 42 minutes West 20 feet from the beginning point in this description; thence running with said last mentioned line North 45 degrees 42 minutes East 20 feet to the point of beginning.

Containing 0.12 acres of land, more or less.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

I hereby certify that on this 11th day of June, in the year 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report are true as therein stated.

Witness my hand and Notarial Seal.

(_____) Granville Lee Meredith

Notary Public.

UPON the foregoing Petition and Affidavit, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 14" day of June, in the year 1938, that Charles F. Lee, Trustee, as aforesaid, be and he is hereby authorized and permitted to convey to the County Commissioners of Anne Arundel County, for the purpose of constructing a public road, all that strip or parcel of land as described above, being a portion of the Linthicum Farm, without consideration, except a nominal consideration of $1.00.

Linwood L. Clark, A.J.

Filed June 14" 1938

Petition to sell Lot 16, Greenfield St., to Jas. S. Vansant, Jr., and wife, and Order of Court thereon. -- Filed July 20" 1938.

TO THE HONORABLE, THE JUDGES OF SAID COURT: --

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That he, the said Charles F. Lee, as Trustee, acting under authority of an Order of this Honorable Court, passed on the 29th day of November, 1932, sold to Frederick Henry Folger, Jr., and Mary Isabelle Folger, his wife, under a contract dated May 7, 1936, all that lot of land designated as Lot No. 16, as shown on the Revised Plat of Lots on Spa View Avenue and Greenfield Street, made by J. Revell Carr, June, 1931, having a frontage on Greenfield Street of 58.23 feet, with an irregular depth therefrom; at and for the sum of EIGHT HUNDRED DOLLARS ($800.00), which contract was assigned by the said Folger and wife to James S. Vansant, Jr., and Elizabeth H. Vansant, his wife.

Second. Your Trustee further reports that he has received in full the purchase price for the lot as agreed upon, that the sale was fairly made, and that the purchasers are now entitled to have a deed for said property.

NOW, THEREFORE, your Petitioner prays your Honors to pass an Order in the premises authorizing him to convey unto James S. Vansant, Jr., and Elizabeth H. Vansant, his wife, all that lot of land situate, lying and being in the Sixth Election District of Anne Arundel County, Maryland, designated as Lot No. 16, as shown on the Revised Plat of Spa View Avenue and Greenfield Street, said Lot having a frontage on Greenfield Street of 58.23 feet, with an irregular depth therefrom.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

I hereby certify that on this 28th day of July, in the year 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein stated and that the sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

We, the parties to the above Report of Sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee, Trustee

James S. Vansant, Jr., Purchaser

Elizabeth H. Vansant, Purchaser

Annapolis, Maryland, July 29th 1938.

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, are familiar with the property of the Estate of Thomas McGuckian, located on Greenfield Street, Annapolis. This property consists of an unimproved lot, with a frontage on Greenfield Street of 58.23 feet, with an irregular depth therefrom. The purchase price of $800.00 for Lot No. 16 we consider fair and adequate.

Respectfully submitted,

Carey L. Meredith

James H. Murray

UPON the foregoing Petition, Affidavit, Certificate and Consent to the immediate Ratification of said reported sale, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 30" day of July, 1938, that Charles F. Lee, Trustee, as aforesaid, be and he is hereby authorized and permitted to convey unto James S. Vansant,Jr., and Elizabeth H. Vansant, his wife, all that lot of land designated as Lot No. 16, as shown on the Revised Plat of Lots on Spa View Avenue and Greenfield Street; and that the sale above reported be, and the same is hereby finally ratified and confirmed.

Filed July 30" 1938. Linwood L. Clark, A.J.

IN THE MATTER OF THE TRUST ESTATE OF THOMAS McGUCKIAN, DECEASED. No. 6400 Equity. In the Circuit Court for Anne Arundel County.

Petition to sell Lot 41, Granada St., to George R. Deininger and wife, and Order of Court thereon. -- Filed July 30" 1938.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That he, the said Charles F. Lee, as Trustee, acting under authority of an Order of this Honorable Court, passed on the 29th day of November, 1932, sold to Davidson N. Stallings, single, under a contract of sale dated August 27, 1933, all that lot of land designated as Lot No. 41, as shown on the Plat of Spa Creek Property, Plat "B", made by J. Revell Carr, Surveyor, October, 1932, having a frontage on Granada Street of 50 feet, and a regular depth therefrom of 140 feet; at and for the sum of SIX HUNDRED AND TEN DOLLARS ($610.00), which contract was assigned by the said Stallings to George R. Deininger and A. Lenore Deininger, his wife.

Second. Your Trustee further reports that he has received in full the purchase price for the lot as agreed upon, that the sale was fairly made, and that the purchasers are entitled to have a deed for said property.

NOW, THEREFORE, Your Petitioner Prays your Honors to pass an Order in the premises authorizing him to convey unto George R. Deininger and A. Lenore Deininger, his wife, all that lot of land situate, lying and being in the Sixth Election District of Anne Arundel County, Maryland, designated as Lot No. 41, as shown on the Plat of Spa Creek Property, said lot having a frontage on Granada Street of 50 feet, with a regular depth therefrom of 140 feet.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

I hereby certify that on this 29th day of July, in the year 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein stated and that the said ____ was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith
Notary Public.

We, the parties to the above Report of Sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee, Trustee
George R. Deininger, Purchaser
A. Lenore Deininger, Purchaser

Annapolis, Maryland, July 29th., 1938.

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, are familiar with the property of the Estate of Thomas McGuckian, located on Greenfield Street, Annapolis. This property consists of an unimproved lot, with a frontage on Granada Street of 50 feet, with a regular depth therefrom of 140 feet. The purchase price of $610.00 for Lot No. 41 we consider fair and adequate.

Respectfully submitted,

James H. Murray
Carey L. Meredith

UPON the foregoing Petition, Affidavit, Certificate and Consent to the Immediate Ratification of said reported sale, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 30" day of July, 1938, that Charles F. Lee, Trustee, as aforesaid, be and he is hereby authorized and permitted to convey unto George R. Deininger and A. Lenore Deininger, his wife, all that lot of land designated as Lot No. 41, as shown on the Plat of Spa Creek Property, Plat "B"; and that the sale above reported be, and the same is hereby finally ratified and confirmed.

Linwood L. Clark, A.J.

Filed July 30" 1938.

Petition and Order for Confirmatory deed, to Marion W. Royall and wife, for Lots 17 and 20, Greenfield St. -- Filed Dec. 9" 1938.

TO THE HONORABLE, THE JUDGES OF SAID COURT: --

The Petition of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That he was appointed Trustee of the above entitled Estate by an Order of the Honorable Court passed on the 29th day of March, 1933.

Second. That Charles F. Lee, Surviving Executor under the Will of Thomas McGuckian, undertook to convey to Marion W. Royall and Mary W. Royall, his wife, by deed dated July 24, 1931, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 86, folio 187, all of those two lots of ground situate, lying and being on Greenfield Street, in the City of Annapolis, Maryland, designated as Lots 17 and 20, according to a Plat made by J. Revell Carr, Surveyor, June, 1931.

Third. That the title to the whole tract, of which these lots are a part, was owned by Thomas McGuckian, in fee simple, and later conveyed by Maggie McGuckian, widow, George McGuckian and Elsie McGuckian, his wife, and George Zeender and Mary L. Zeender, his wife, to Charles F. Lee, Trustee, by deed dated November 29, 1932, and recorded among the Land Records as aforesaid in Liber F. S. R. No. 106, folio 275.

Fourth. The title to the lots in question, passed to Marion W. Royall and Mary W. Royall, his wife, by Charles F. Lee, Surviving Executor, has been called into question, and the said Marion W. Royall and Mary W. Royall, his wife, are advised that it is necessary that your Trus-

tee execute a confirmatory deed to them, wherein the title to the said lots 17 and 20, as mentioned herein, be confirmed by the Trustee of the Estate of Thomas McGuckian, deceased. The said Marion W. Royall and Mary W. Royall, his wife, have paid the full purchase price of the lots, and are entitled to have a good title to the same.

NOW, THEREFORE, your Petitioner prays your Honors to pass an Order whereby he, the said Charles F. Lee, Trustee, in the Matter of the Trust Estate of Thomas McGuckian, deceased, be authorized to execute a deed as such Trustee to the said Marion W. Royall and Mary W. Royall, his wife, confirming, as such Trustee, the conveyance made by Charles F. Lee, Surviving Executor of the Estate of Thomas McGuckian.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

I hereby certify that on this 6th day of December, in the year 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

UPON the foregoing Petition and Affidavit, it is by the Circuit Court for Anne Arundel County, in Equity, this 9" day of December, in the year 1938, Ordered that Charles F. Lee, Trustee in the Matter of the Trust Estate of Thomas McGuckian, deceased, be and he is hereby authorized and directed to execute a deed, as such Trustee, to Marion W. Royall and Mary W. Royall, his wife, confirming, as Such Trustee, the conveyance made heretofore to the said Marion W. Royall and Mary W. Royall, his wife, by Charles F. Lee, Surviving Executor of the Will of Thomas McGuckian.

Linwood L. Clark, A.J.

Filed Dec. 9" 1938.

IN THE MATTER OF THE TRUST — No. 6400 Equity.

ESTATE OF THOMAS MCGUCKIAN, — In the Circuit Court for

DECEASED. — Anne Arundel County.

Report of Sale, Lots 39 & 40 Granada St., to Carolyn W. Thompson and husband, and Order of Court thereon. -- Filed Dec. 10th., 1938.

TO THE HONORABLE, THE JUDGES OF SAID COURT:--

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That he, the said Charles F. Lee, as Trustee, acting under authority of an Order of this Honorable Court, passed on the 29th day of March, 1933, has sold unto Carolyn W. Thompson and Laurence Thompson, her husband, all those lots or parcels of land situate, lying and being in the City of Annapolis, Maryland, on the north side of Granada Street, having a total frontage on said Granada Street of 100 feet, with a regular depth therefrom of 140 feet, and being designated as Lots Nos. 39 and 40, on the Plat of the Property of Thomas McGuckian, compiled from Plats made by J. Carson Boush and W. C. Munroe; and being a portion of that property which was conveyed to Charles F. Lee, Trustee, by Maggie

McGuckian, widow, et al, by deed dated November 29, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 106, folio 275; at and for the sum of NINE HUNDRED AND FIFTY DOLLARS ($950.00).

Second. Your Trustee furthe_ reports that he has received in full the purchase price for the lot or parcel of land as agreed upon, that the sale was fairly made, and the purchasers are entitled to receive a deed of said property.

NOW, THEREFORE, your Petitioner prays your Honors to pass an Order in the premises, authorizing and directing him to convey unto the said Carolyn W. Thompson and Laurence Thompson, her husband, the lots or parcels of land described above.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

I hereby certify that on this 2nd day of December, in the year 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report are true as therein stated, and that the sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith
Notary Public.

We, the undersigned, parties to the above Report of Sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee, Trustee
Carolyn W. Thompson
Laurence Thompson

UPON the foregoing Petition, Affidavit and Consent to an Immediate Ratification of Sale, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 10" day of December, 1938, that Charles F. Lee, Trustee, as aforesaid, be and he is hereby authorized to convey unto Carolyn W. Thompson and Laurence Thompson, her husband, all those lots of ground situate, lying and being on the north side of Granada Street, Annapolis, and designated as Lots Nos. 39 and 40, on the Plat of the Property of Thomas McGuckian, and described in this Petition; and that the sale above reported be finally ratified and confirmed.

Linwood L. Clark, A.J.

We, the undersigned, being familiar with real estate values in and about Annapolis, Maryland, are familiar with the property described in this Petition, and it is our opinion that the sum of $950.00 is a fair and adequate price, for said lots.

Carey L. Meredith
James H. Murray

Filed Dec. 10" 1938.

Report of Sale, Lot 29, Academy St., to John W. Wood, Jr., and wife, and Order of Court thereon. -- Filed May 29, 1939.

TO THE HONORABLE, THE JUDGES OF SAID COURT:--

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That he, the said Charles F. Lee, as Trustee, acting under authority of an Order of this Honorable Court, passed on the 29th day of November, 1932, sold to John W. Wood, Jr., and Katharyn B. Wood, his wife, all that lot or parcel of land situate, lying and being in the City of Annapolis, Maryland, on the south side of Academy Street, having a frontage on said Academy Street of 50 feet, with a regular depth therefrom of 140 feet, and being designated as Lot No. Twenty-nine (29), according to a plat and survey marked Spa Creek Property, Plat B, October, 1932, made by J. Revell Carr, Surveyor; and being a portion of that property which was conveyed to Charles F. Lee, Trustee, by Maggie McGuckian, widow, et al, by deed dated November 29, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 106, folio 275; at and for the sum of FIVE HUNDRED DOLLARS ($500.00).

Second. Your Trustee further reports that he has received in full the purchase price for the lot or parcel of land as agreed upon, that the sale was fairly made, and the purchasers are entitled to receive a deed of said property.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises, authorizing and directing him to convey unto the said John W. Wood, Jr., and Katharyn B.Wood, his wife, the lot of land described above.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

I hereby certify that on this 26th day of May, in the year 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein stated, and that the sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

We, the undersigned, parties to the above Report of Sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee, Trustee.

John W. Wood, Jr.

Katharyn B. Wood, Purchasers.

UPON the foregoing Petition, Affidavit, and Consent to an Immediate Ratification of Sale, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 29th day of May, 1939, that Charles F. Lee, Trustee, as aforesaid, be and he is hereby authorized to convey unto John W. Wood, Jr., and Katharyn B. Wood, his wife, all that lot of ground situate, lying and being on the south side of Academy Street, Annapolis, and designated as Lot No. 29, on the Plat of the property of Thomas McGuckiah, and described in this Petition; and that the sale above reported be finally ratified and confirmed.

Ridgely P. Melvin, Judge.

We, the undersigned, being familiar with real estate values in and about Annapolis, Maryland, are familiar with the property described in this Petition, and it is our opinion that the sum of $500.00 is a fair and adequate price for said lot.

Carey L. Meredith

James H. Murray

Filed May 29th 1939.

Petition to Invest $1500.00 in United States Government Bonds, and Order of Court.

Filed June 20th 1939.

TO THE HONORABLE, THE JUDGES OF SAID COURT:--

The Report of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That in accordance with an Order of this Honorable Court, passed on the 23rd day of November, 1932, that he has administered the above entitled estate, and at the present time has in hand funds which he is advised should be invested, in order that this estate receive the benefit of the income therefrom.

Second. Your Petitioner further states that he has been unable to find any more satisfactory investment than United States Government Bonds.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises permitting and directing him to invest on behalf of this estate the sum of Fifteen Hundred Dollars ($1500.00), in United States Government Bonds.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

I hereby certify that on this 16th day of June, in the year 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Petition as true as therein set forth.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

UPON the foregoing Petition and Affidavit, it is hereby ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 21 day of June, in the year 1939, that Charles F. Lee, Trustee, as aforesaid, be and he is hereby authorized and permitted to invest the sum of Fifteen Hundred Dollars ($1500.00) of the funds of the above entitled estate in United States Government Bonds, as an investment for the benefit of this estate.

Ridgely P. Melvin, Judge.

Filed June 20th 1939.

Report of sale of Lots 13-14, Blk B, Linthicum Farm, to Harry S. Kenchington & wife & Order of Court thereon. --- Filed June 22" 1939.

TO THE HONORABLE, THE JUDGES OF SAID COURT: --

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That the said Charles F. Lee, as Trustee, acting under authority of an Order passed in this Honorable Court on the 29th day of March, 1933, has entered into a contract of sale dated the 6th day of June, 1939, with Harry S. Kenchington and Eva E. Kenchington, his wife,

wherein the said Charles F. Lee, Trustee, agrees to sell, and the said Harry S. Kenchington and Eva E. Kenchington, his wife, agree to purchase, all of those two lots of land situate lying and being in the Second Election District of Anne Arundel County, being Lots Nos. Thirteen (13) and Fourteen (14), of Block B, shown on the subdivision of the McGuckian Property, known as the Linthicum Farm, according to a plat thereof made by J. Carson Boush, Surveyor, February 26, 1923, said lots having a frontage of 50 feet respectively on McGuckian Avenue, with a depth therefrom of 200 feet; at and for the sum of Five Hundred Dollars ($500.00), of which Twenty-five Dollars ($25.00) was paid prior to the signing of said contract, and the balance to be paid as follows: monthly installments of not less than $15.00 all deferred payments to bear interest at the rate of six per cent per annum, until paid in full; taxes, insurances, rents, and all other assessments of every description shall be adjusted to date of agreement; costs of revenue stamps to be borne equally by the parties; the sale subject to the ratification of this Court; and also subject to the restrictions of record. And upon the 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. A copy of said contract is filed herewith as Petitioner's Exhibit A, and prayed to be taken as a part hereof.

Second. Your Petitioner reports that he has received the deposit as mentioned in said contract of sale, and the sale was fairly made.

NOW, THEREFORE, your Petitioner prays your Honors to pass an Order in the premises approving and confirming the contract above mentioned, and authorizing and directing your Petitioner to execute the deed conveying the lots mentioned in said contract of sale when the purchase price has been paid, and the terms complied with in full.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this 17th day of June, in the year 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public

We, the undersigned, the parties to the above mentioned contract of sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee, Trustee

Harry S. Kenchington, Purchaser

Eva E. Kenchington, Purchaser

Annapolis, Maryland June 19th 1939

We, the undersigned, being familiar with real estate values in and about Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale, and hereby certify that in our opnion the sum of $500.00 is a fair and adequate price for the two unimproved lots.

Carey L. Meredith

James H. Murray

UPON the foregoing Petition, Affidavit and Consent to an Immediate Ratification of the sale reported herein, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 22 day of June, 1939, that the Contract of Sale entered into between Charles F. Lee, Trustee, as aforesaid, and Harry S. Kenchington and Eva E. Kenchington, his wife, be and the same is hereby authorized and directed to execute the deed conveying the lots mentioned in said Contract of Sale when the purchase price has been paid, and the terms complied with, in full.

Ridgely P. Melvin, Judge.

Contract of Sale.

This Agreement, Made this 6th day of June nineteen hundred and thirty-nine between Charles F. Lee, Trustee for the Estate of Thomas McGuckian of the first part, and Harry S. Kenchington and Eva E. Kenchington, 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 following described property situate and lying in the the Second District of Anne Arundel County, Maryland, being lots 13 and 14, Block B, shown on the subdivision of the McGuckian property, known as the Linthicum Farm. Plat made by J. Carson Bousch Feb. 26, 1923.

Subject to the restrictions pertaining to this development and also subject to the approval of the Circuit Court of Anne Arundel County, Maryland.

At and for the price of FIVE HUNDRED AND ---00/100 Dollars of which Twenty-five and 00/100 Dollars having been paid prior to the signing hereof and the balance to be paid as follows: In monthly installments of not less than Fifteen Dollars ($15.00). All deferred payments to bear interest at the rate of 6%.

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 date of this agreement

Cost of State and Revenue stamps to be borne equally.

Test:

Carolyn W. Thompson

Chas. F. Lee, Trustee, (Seal)

Estate Thos. McGuckian (Seal)

Harry S. Kenchington (Seal

Eva. E. Kenchington (Seal)

Filed June 22th., 1939.

IN THE MATTER OF THE TRUST ESTATE OF THOMAS McGUCKIAN, DECEASED.

No. 6400 Equity
In the Circuit Court for
Anne Arundel County.

Report of Sale of Lots 2, 5, 10, Blk E, Linthicum Farm, and Order of Court thereon.

Filed Sept. 18th., 1939.

TO THE HONORABLE, THE JUDGES OF SAID COURT: --

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That the said Charles F. Lee, as Trustee, acting under authority of an Order passed in this Honorable Court on the 29th day of March, 1933, has entered into the following contracts of sale:

1. A contract of sale dated July 5, 1939, with Thomas Jackson and Thelma E. Jackson, his wife, wherein the said Charles F. Lee, Trustee, agrees to sell, and the said Thomas Jackson and Thelma E. Jackson, his wife, agree to purchase, all of that lot of land situate, lying and being in the Second Election District of Anne Arundel County, being Lot No. Five (5), of Block E, as shown on the subdivision of the McGuckian Property, known as the Linthicum Farm, according to a plat thereof made by J. Carson Boush, Surveyor, February 26, 1923, said lot having a frontage of 50 feet on West Street, Extended, with an irregular depth therefrom; at and for the sum of Eight Hundred Dollars ($800.00), of which Ten Dollars ($10.00) was paid prior to the signing of said contract, and the balance to be paid as follows: A payment of $15.00 to be made on July 7, 1939, and remainder in monthly installments of not less than $10.00, all deferred payments to bear interest at the rate of six per cent per annum; taxes, insurances rents and all other assessments of every description shall be adjusted to date of agreement; costs of revenue stamps to be borne equally by the parties; the sale subject to the ratification of this Court; and also subject to the restrictions of record. And upon the 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. A copy of said contract is filed herewith as Petitioner's Exhibit A, and prayed to be taken as a part hereof.

2. A contract of sale, dated August 10, 1939, with James Gomoljak, wherein the said Charles F. Lee, Trustee, agrees to sell, and the said James Gomoljak agrees to purchase, all of that lot of land situate, lying and being in the Second Election District of Anne Arundel County, being Lot No. Ten (10), of Block E, as shown on the subdivision of the McGuckian Property, known as the Linthicum Farm, according to a plat thereof made by J. Carson Bouch,Surveyor, February 26, 1923, said lot having a frontage of 50 feet on West Street, Extended, with an irregular depth therefrom; at and for the sum of Seven Hundred Dollars ($700.00), of which One Hundred Dollars ($100.00) was paid prior to the signing of said contract, and the balance to be paid as follows: Quarterly installments of not less than $100.00, all deferred payments to bear interest at the rate of six per cent per annum, until paid in full; taxes, insurances, rents and all other assessments of every description shall be adjusted to date of agreement; costs of revenue stamps to be borne equally by the parties; the sale subject to the ratification of this Court, and also subject to the re-

strictions of record. And upon the 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. A copy of this contract is filed herewith as Petitioner's Exhibit B, and prayed to be taken as a part hereof.

3. A contract of sale, dated June 30, 1939, with Alvin Jackson, wherein the said Charles F. Lee, as Trustee, agrees to sell and the said Alvin Jackson agrees to purchase, all of that lot of land situate, lying and being in the Second Election District of Anne Arundel County, being Lot No. Two (2), in Block E, as shown on the subdivision of the McGuckian Property, known as the Linthicum Farm, according to a plat thereof made by J. Carson Boush, Surveyor, February 26, 1923, said lot having a frontage of 50 feet on West Street, Extended, with an irregular depth therefrom; at and for the sum of Eight Hundred Dollars ($800.00), of which Twenty-five ($25.00) Dollars was paid prior to the signing of said contract, and the balance to be paid as follows: Monthly installments of not less than Ten Dollars ($10.00, all deferred payments to bear interest at the rate of six per cent per annum. Taxes, insurances, rents and all other assessments of every description shall be adjusted to date of agreement; costs of revenue stamps to be borne equally by the parties; the sale subject to the ratification of this Court, and also subject to the restrictions of record. And upon the 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. A copy of said contract is filed herewith as Petitioner's Exhibit C, and prayed to be taken as a part hereof.

Second. Your Petitioner reports that he has received the deposits as mentioned in the said contracts of sale, and that the sales were fairly made.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises approving and confirming the contracts above mentioned, and authorizing and directing your Petitioner to execute the deeds conveying the lots mentioned in said contracts of sale when the purchase prices have been paid, and the terms complied with in full.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee,

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

I hereby certify that on this 15th day of September, in the year 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made Oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein set forth, and the said sale were fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public

We, the undersigned, the parties to the above mentioned contracts of sale, do hereby consent to the immediate ratification of said sales.

Charles F. Lee, Trustee

Thomas Jackson

Mrs. Thelma E. Jackson

James Gomoljak

Alvin Jackson

We, the undersigned, being familiar with real estate values in and about Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale, and hereby certify that in our opinion the sum of $800.00 is a fair and adequate price for Lot 5, Block E; $700.00 for Lot 10, Block E; and $800.00 for Lot 2, Block E, as shown on the plat of the Linthicum Farm.

Carey L. Meredith

James H. Murray

UPON the foregoing Petition, Affidavit and Contsent to an Immediate Ratification of the sales reported herein, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 18th day of Sept. 1939, that the contracts of sale entered into between Charles F. Lee, Trustee, as aforesaid, and Thomas Jackson and Thelma E. Jackson, his wife; James Gomoljak; and Alvin Jackson, be and the same are hereby approved and ratified; and that Charles F. Lee, Trustee, as aforesaid, be and he is hereby authorized and directed to execute the deeds conveying the lots mentioned in said Contracts of Sale when the purchase prices have been paid, and the terms complied with in full.

Ridgely P. Melvin, Judge.

CONTRACT OF SALE.

This Agreement, Made this 10th day of August, nineteen hundred and thirty-nine between CHARLES F. LEE, TRUSTEE, for the Estate of Thomas McGuckian of the first part, and JAMES GOMOLJAK of the second part

Witnesseth, That the said party 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 of lot No. 10 of Section E, shown on a subdivision of the Linthicum Farm, lying on the south side of West St., Extended, and shown on a plat made by J. Carson Boush, Surveyor, dated Feb. 26/23.

Subject to the restrictions of record and also subject to ratification by the Circuit Court of Anne Arundel County, Maryland.

At and for the price of Seven 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: One hundred dollars ($100.00) to be paid quarter_until paid in full. All deferred payments to bear interest at the rate of 5%.

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 contact shall become null and void.
Cost of Revenue and State Stamps to be equally divided.

Taxes, insurance, rent and all other assessments of every description shall be adjusted to date of this agreement.

Test:

Chas. F. Lee, Trustee (Seal)
Estate Thomas McGuckian (Seal)
James F. Gomoljak (Seal)

CONTRACT OF SALE.

This Agreement, Made this 5th day of July nineteen hundred and thirty-nine between Charles F. Lee, Trustee for Estate of Thomas McGuckian of the first part, and Thomas Jackson and Thelma E. Jackson, his wife of the second part.

Witnesseth, That the said party 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 of lot 5 of Section E, shown on a subdivision of the Linthicum Farm lying on the South side of West Street Extended.

Subject to the restrictions of record and this sale is also subject to ratification by the Circuit Court of Anne Arundel County, Maryland.

At and for the price of Eight Hundred and 00/100 Dollars of which Ten and 00/100 Dollars having been paid prior to the signing hereof and the balance to be paid as follows: Fifteen Dollars to be paid on the 7th day of July, 1939, and the remainder in monthly installments of not less than $10.00 each. Deferred payments to bear interest at the rate of 6% and to be adjusted as and when paid.

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 as of this date.

Cost of revenue and state stamps to be equally divided.

Test:

_____

Thomas Jackson (Seal)

Mrs. Thelma E.Jackson (Seal)

Chas. F. Lee, Trustee, (Seal)

Estate of Thos. McGuckian (Seal)

Party of the first part.

CONTRACT OF SALE.

This Agreement, Made this 30th day of June, nineteen hundred and thirty-nine between CHARLES F. LEE, TRUSTEE FOR FOR THE ESTATE OF THOMAS McGUCKIAN of the first part, and ALVIN JACKSON 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 Second Election District of Anne Arundel County, Maryland, being lot No. 2 of Block E, shown on a plat of the McGuckian Subdivision known as the Linthicum Farm, said plat made by J. Carson Boush, Surveyor, and dated Feb. 26, 1923.

Subject to the same restrictions as on previous lot purchased by the party of the second part.

Subject also to ratification by the Circuit Court of Anne Arundel County.

At and for the price of Eight hundred and 00/100 Dollars of which Twenty-five and 00/100 Dollars having been paid prior to the signing hereof and the balance to be paid as follows: In monthly installments of ten dollars ($10.00) per month until paid in full. All deferred

payments to bear interest at the rate of 6%.

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 date of this settlement.

Cost of Revenue and State Stamps to be borne equally.

Test:

Chas. F. Lee, Trustee (Seal)

Estate of Thomas McGuckian (Seal)

Alvin Jackson (Seal)

Filed Sept. 18th., 1939.

IN THE MATTER OF THE TRUST
ESTATE OF THOMAS McGUCKIAN,
DECEASED.

No. 6400 Equity.
In the Circuit Court for
Anne Arundel County.

Report of Sale - Lot 10, Smith Ave, to Chester C. Coster & wife, and Order of Court thereon. -- Filed Oct. 27" 1939.

TO THE HONORABLE, THE JUDGES OF SAID COURT:--

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That the said Charles F. Lee, Trustee, acting under authority of an Order passed in this Honorable Court on the 29th day of March, 1933, has entered into a contract of sale dated September 30, 1939, with Chester C. Coster, Jr., and Catherine C. Coster, his wife, wherein the said Charles F. Lee, Trustee, agrees to sell, and the said Chester C. Coster, Jr., and Catherine C. Coster, his wife, agree to purchase, All that lot of land situate, lying and being in the Sixth Election District of Anne Arundel County, Maryland, and being Lot No. Ten (10), as shown on the Revised Plat of lots on Spa View Avenue and Greenfield Street, made by J. Revell Carr, Surveyor, June, 1931; said lot having a frontage of 50 feet on Smith Avenue, with a regular depth therefrom of 127.0 feet, more or less; at and for the sum of Seven Hundred and Fifty Dollars ($750.00), of which One Hundred Dollars ($100.00) was paid prior to the signing of said contract, and the balance to be paid in monthly installments of not less than Twenty Dollars ($20.00), all deferred payments to bear interest at the rate of six per cent per annum; taxes, insurances, rents and all other assessments of every description shall be adjusted to date of agreement, costs of revenue stamps to be borne equally by the parties; the sale of said lot being subject to the ratification of this Court, and also subject to the restrictions of record. And upon the 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 the contract shall become null and void. A Copy of said Contract is filed herewith as Petitioner's Exhibit A, and prayed to be taken as a part hereof.

Second. Your Petitioner reports that he has received the deposit as mentioned in said contract of sale, and that the sale was fairly made.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises

authorizing and confirming the contract above mentioned, and authorizing and directing your Petitioner to execute the deed conveying the lot mentioned in said contract of sale when the purchase price has been paid, and the terms complied with in full.

AND, AS IN DUTY BOUND, ETC.

Charles F. Lee, Trustee,

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

I hereby certify that on this 26th day of October, in the year 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

We, the undersigned, the parties to the above mentioned contract of sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee, Trustee

Chester C. Coster, Jr., Purchaser

Catherine C. Coster, Purchaser

Annapolis, Md., October ____ 1939.

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale, and hereby certify that in our opinion the sum of $750.00 is a fair and adequate price for the unimproved lot.

Carey L. Meredith

James H. Murray

UPON the foregoing Petition, Affidavit, and Consent to an Immediate Ratification of the sale reported herein, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 2nd day of Nov, 1939, that the Contract of Sale entered into between Charles F. Lee, Trustee, as aforesaid, and Chester C. Coster, Jr., and Catherine C. Coster, his wife, be and the same is hereby approved and ratified; and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute the deed conveying the lot mentioned in said Contract of Sale when the purchased price has been paid, and the terms complied with, in full.

Ridgely P. Melvin, Judge.

Filed Nov. 2nd 1939.

CONTRACT OF SALE.

This Agreement, Made this 30th day of September nineteen hundred and thirty-nine between CHARLES F. LEE, TRUSTEE FOR THE ESTATE OF THOMAS McGUCKIAN of the first part, and CHESTER C. COSTER, JR. AND CATHERINE C. COSTER, 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 lot No. 10 on Smith Ave., shown on the Revised Plat made by J. Revell Carr, June, 1931. Subject to the restrictions of record, and also subject to ratification by the Circuit Court of Anne Arundel County, Maryland.

At and for the price of SEVEN HUNDRED FIFTY 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 monthly installments of not less than twenty dollars ($20.00). All deferred payments to bear interest at the rate of 6%.

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 date of this agreement.

Cost of revenue & State stamps to be equally divided.

Test: Estate of Thomas McGuckian, (Seal)

_____ Charles F. Lee, Trustee (Seal)

Catherine C. Coster (Seal)

Chester C. Coster, Jr. (Seal)

For the consideration of the sum of Two hundred two dollars and sixty cents ($202.60), we hereby assign the within contract to W. J. Williams and Ruth M. Williams, his wife.

Witness the hands and seals this 23rd day of March, 1940.

Chas. F. Lee Chester C. Coster, Jr. (Seal)

Witness Catherine C. Coster (Seal)

I hereby agree to take over and complete the within contract assigned to me this 23rd day of March by the above parties.

Chas. F. Lee W. J. Williams (Seal)

Witness Ruth M. Williams per WJW. (Seal)

Petition for Survey, etc., and order of Court thereon. --Filed Dec. 18th., 1939.

TO THE HONORABLE, THE JUDGES OF SAID COURT: --

The Petition of Charles F. Lee, Trustee, respectfully shows:

First. That this Estate and Your Trustee hold title to a large tract of land in the Second Election District of Anne Arundel County, at Germantown, containing about 170 acres, more or less; that this property faces on the Defence Highway and the old Chinquapin Round Road; and that it is susceptible to development to the great advantage of the Estate, but before it can be developed and sold, off into lots, it is necessary that a survey be made to locate lots and streets.

Second. With a view of selling off this property in lots, your Trustee has consulted Messrs. McCrone, Jones & Hicks, with reference to a survey, marking streets and lots, and placing markers thereto, and has an agreement with the hereinbefore mentioned firm that it

will make a survey, place pipes with conrete around them, and furnish a plat, for the sum of $120.00. Said estimate is filed herewith and prayed to be taken as a part hereof.

Your Trustee states that this is a necessary expenditure, and prays your Honors to pass an order in the premises authorizing and permitting the expenditure of not more than $120.00 to secure the survey and plat of the tract of land, in accordance with the estimate.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee.

UPON the foregoing Petition, it is thereupon this 19th day of December, in the year 1939, Ordered by the Circuit Court for Anne Arundel County, in Equity, that Charles F. Lee, Trustee, be and he is hereby authorized and directed to have the said tract of land surveyed, markers placed, etc., at a cost of not more than $120.00 in accordance with the agreement with Messrs. McCrone, Jones and Hicks.

Ridgely P. Melvin, Judge.

Filed Dec. 19th 1939.

IN THE MATTER OF THE TRUST ESTATE OF THOMAS McGUCKIAN DECEASED.

No. 6400 Equity
In the Circuit Court for
Anne Arundel County.

Report of Sale Lots 7,8,9, Blk E. to Wm. G. Meredith, and Order of Court thereon.

Filed June 19" 1940.

TO THE HONORABLE, THE JUDGES OF SAID COURT:--

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That the said Charles F. Lee, Trustee, acting under authority of an Order passed in this Honorable Court on the 29th day of March, 1933, has sold to William G. Meredith all that tract or parcel of land situate, lying and being on the south side of West Street, Extended, in the Second Election District of Anne Arundel County, Maryland, and being designated as Lots Nos. Seven (7), Eight (8) and Nine (9), Block E, according to a Revised Plat of McGuckian Subdivision near Annapolis, made by J. R. McCrone, Engineer, March, 1940; having a frontage on said West Street of 160 feet, more or less, with an irregular depth therefrom; at and for the sum of TWENTY-THREE HUNDRED DOLLARS ($2300.00), of which One Hundred ($100.00) Dollars has been paid, and the balance to be paid in cash as soon as said sale is ratified by this Court.

Second. Your Trustee further reports that the sale was fairly made, and that the purchaser is entitled to receive a deed for said property upon the payment of the balance due.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises authorizing and directing him to convey unto the said William G. Meredith the lots of land described above.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

I hereby certify that on this 18th day of June, in the year 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report are true as therein stated, and that the sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Granville Lee Meredith
Notary Public.

We, the undersigned, parties ot the above Report of Sale, do hereby consent to an immediate ratification of said sale.

Charles F. Lee, Trustee

William G. Meredith, Purchaser.

Annapolis, Md., June 17, 1940

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this report of sale, and it is our opinion that the sum of $2300.00 is a fair and adequate price for said Lots 7, 8 and 9, Block E.

Fred Schoen

James H. Murray

Upon the foregoing Petition, Affidavit and Consent to an immediate ratification of the sale reported herein, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 19th day of June, in the year 1940, that the sale of Lots 7, 8 and 9, Block E, to William G. Meredith, be and the same is hereby ratified and confirmed, and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute the deed conveying said property upon payment of the balance due as set forth in said report of sale.

Ridgely P. Melvin, Judge.

Filed June 19th 1940

PETITION to convey Lots Nos. 1 and 2 of Section "E" according to plat by McCRONE, Revised Plat, McGuckian Subdivision Linthicum Farm. -- Filed July 23" 1940.

To the Honorable, the Judges of said Court:

The Petition of Charles F. Lee, Trustee in the above entitled cause, respectfully shows:

FIRST: That by Deed dated the 26th day of June, 1934, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 129, folio 30, he conveyed to Alvin Jackson and Pauline E. Jackson, his wife, Lot No. One (1) of Section "E" of the McGuckian Subdivision known as the Linthicum Farm, according to a plat made by J. Carson Boush, Surveyor, on February 26, 1923, as having a width of fifty (50) feet.

SECOND: That he has sold under Contract of Sale Lot No. Two (2) of Section "E" of the McGuckian Subdivision known as the Linthicum Farm, according to the aforesaid plat by J. Carson Boush, which said sale has been reported to and ratified and confirmed by this Honorable Court by its Order dated 18th day of September, 1939.

THIRD: That the aforementioned plat by J. Carson Boush has not been recorded among the Land Records of Anne Arundel County.

FOURTH: That a resurvey of the abovementioned Subdivision of the Linthicum Farm has been made by J. R. McCrone and the plat thereof has been recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 1, Rod A-9, Folio 13, and by said resurvey, and plat, Lot No. One (1) fronts fifty (50) feet on West Street, extended, and the rear line of said Lot has a length of Fifty-five and Nine-one-hundredths (55.09) feet.

FIFTH: That the said discrepancy between the two surveys raises a cloud on the title of Lot No. One (1) of Section "E" in that there are five feet between Lot No. Two (2) of Section "E" and Fourth Street, now called Edgewood Avenue, across the rear line of Lot No.

One (1) that the said Alvin Jackson and wife do not ~~hold~~ title to, but to which they are entitled.

Therefore, your Petitioner prays this Honorable Court to pass an Order authorizing your Petitioner to execute a Confirmatory Deed to Lot No. One (1) of Section "E" as shown on the Revised Plat, McGuckian Subdivision near Annapolis, Anne Arundel County, Maryland, made by J. R. McCrone, Engineer, March, 1940, and to also convey to the said Alvin Jackson Lot No. Two (2) of Section "E" as shown on the aforesaid plat by J. R. McCrone hereinabove mentioned, which said Lot No. 2 of Section "E" is the same Lot No. 2 of Section "E" as shown on the aforesaid plat by J. Carson Boush, the sale of which lot has been ratified by this Court.

AND as in duty bound, etc.

George E. Rullman, Charles F. Lee, Trustee

Solicitor for Trustee.

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this 23rd day of July 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 Charles F. Lee, Trustee of the Estate of Thomas McGuckian, deceased, and he made oath in due form of law that the matters and things as set forth in the foregoing Petition are true and correct to the best of his knowledge and belief.

As witness my hand and Notarial seal.

(NOTARIAL SEAL) Beatrice A. Velenovsky

Notary Public.

ORDER

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 24 day of July, 1940, upon the foregoing Petition and Affidavit, that Charles F. Lee, Trustee of the Estate of Thomas McGuckian, deceased, be and he is hereby authorized and directed to execute a confirmatory deed to Alvin Jackson and Pauline E. Jackson, his wife, for Lot No. One (1) of Section "E" as shown on the Revised Plat, McGuckian Subdivision near Annapolis, Anne Arundel County, Maryland, by J. R. McCrone, Engineer, March, 1940; and the said Charles F. Lee, Trustee as hereinbefore set out, is further ordered and directed to convey Lot No. Two (2) of Section "E" as shown on the abovementioned plat by J. R. McCrone, Engineer, to Alvin Jackson.

Ridgely P. Melvin, Judge.

Filed July 24, 1940.

IN THE MATTER OF THE TRUST ESTATE OF THOMAS McGUCKIAN, DECEASED. — No. 6400 Equity In the Circuit Court for Anne Arundel County.

Report of Sale of Lots 6, 14 to 25 Inc., Blk E, Linthicum Farm, to W. G. Meredith, and Order of Court thereon. -- Filed Aug. 16, 1940.

TO THE HONORABLE, THE JUDGES OF SAID COURT:--

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That the said Charles F. Lee, Trustee, acting under authority of an Order passed in this Honorable Court on the 29th day of March, 1933, has sold to William G. Meredith all that tract or parcel of land situate, lying and being on the south side of West Street Ex-

tended, in the Second Election District of Anne Arundel County, Maryland, and being designated as Lots Nos. 6, 14, 15, ----16, 17, 18, 19, 20, 21, 22, 23, 24 and 25, in Block E, according to a Revised Plat of McGuckian Subdivision near Annapolis, made by J. R. McCrone, Jr., Engineer, March, 1940, and recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-9, Plat No. 13; at and for the sum of THIRTY ONE HUNDRED DOLLARS ($3100.00), of which One Hundred Dollars ($100.00) has been paid, and the balance to be paid in cash as soon as said sale is ratified by this Court.

Second. Your Trustee further reports that the sale was fairly made, and that the purchaser is entitled to receive a deed for said property upon the payment of the balance due.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises authorizing and directing him to convey unto the said William G. Meredith the lots of land described above.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

I hereby certify that on this 15th 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 Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report are true as therein stated, and that the sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

We, the undersigned, parties to the above Report of Sale, do hereby consent to the immediate ratification of said sale,

Charles F. Lee, Trustee

William G. Meredith, Purchaser

Annapolis, Md., August ____ 1940.

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this report of sale, and it is our opinion that the sum of $3100.00 is a fair and adequate price for said Lots Nos. 6, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25, Block E.

James H.Murray

Fred Schoen

Upon the foregoing Petition, Affidavit, and Consent to an immediate ratification of the sale reported herein, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 17th day of August, in the year 1940, that the sale of Lots Nos. 6, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25, Block E, to William G. Meredith, be and the same is hereby ratified and confirmed, and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute the deed conveying said property upon payment of the balance due as set forth in said report of sale.

Ridgely P. Melvin, Judge.

Filed Aug. 17, 1940.

IN THE MATTER OF THE TRUST
ESTATE OF THOMAS McGUCKIAN,
DECEASED.

No. 6400 Equity
In the Circuit Court for
Anne Arundel County.

Report of Sale of Lot 3, Blk E, Linthicum Farm, to Thos. Jackson and wife, and Order of Court thereon. -- Filed Aug. 23rd., 1940.

TO THE HONORABLE, THE JUDGES OF SAID COURT: --

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That the said Charles F. Lee, Trustee, acting under authority of an Order passed in this Honorable Court on the 29th day of March, 1933, has sold to Thomas Jackson and Thelma E. Jackson, his wife, all that tract or parcel of land situate, lying and being on the south side of West Street, Extended, in the Second Election District of Anne Arundel County, Maryland, and being designated as Lot No. Three (3), of Section E, according to a Revised Plat of McGuckian Subdivision near Annapolis, made by J. R. McCrone, Jr., Engineer, March, 1940, and recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-9, Plat No. 13; at and for the sum of Eight Hundred Dollars ($800.00), of which Ten Dollars ($10.00) has been paid; and the balance to be paid in cash within fifteen days or upon ratification of said sale by this Court.

Second. Your Trustee further reports that the sale was fairly made, and that the purchaser is entitled to receive a deed for said property upon the payment of the balance due.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises authorizing and directing him to convey unto the said Thomas Jackson and Thelma E. Jackson, his wife, the lot of land described above.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 23rd 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 Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein stated, and that the sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith
Notary Public.

We, the undersigned, parties to the above Report of Sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee, Trustee
Thomas Jackson
Thelma E. Jackson

Annapolis, Md., August 22 1940.

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this report of sale, and it is our opinion that the sum of $800.00 is a fair and adequate price for said Lot No. 3, Block E.

James H. Murray

Fred Schoen

UPON the foregoing Petition, Affidavit and Consent to an immediate ratification of the sale reported herein, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 27th day of August, in the year 1940, that the sale of Lot No. 3, Block E, to Thomas Jackson and Thelma E. Jackson, his wife, be and the same is hereby ratified and confirmed, and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute the deed conveying said property upon payment of the balance due as set forth in said report of sale.

Ridgely P. Melvin, Judge.

Filed Aug. 27, 1940.

Report of Sale Lot 11, Granada St., to Jas. W. Wilde, and Order of Court thereon.

Filed Oct. 15, 1940.

TO THE HONORABLE, THE JUDGES OF SAID COURT:--

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That the said Charles F. Lee, Trustee, acting under authority of an Order passed in this Honorable Court on the 29th day of March, 1933, has entered into a contract of sale with James W. Wilde, dated October 5, 1940, wherein the said James W. Wilde agrees to purchase all that lot of land situate and lying in the Sixth Election District of Anne Arundel County, Maryland, being Lot No. 11, as shown on Plat B, Spa View Heights, made by J. Revell Carr, said lot having a frontage of 61.93 feet, more or less, on Granada Street; at and for the price of Four Hundred Dollars, of which Fifty Dollars was paid prior to the signing of said contract, and the balance to be paid in monthly installments of not less than $25.00. all deferred payments to bear interest at the rate of five per cent; said sale being subject to the ratification of this Court and also subject to the restrictions of record. A copy of said contract is filed herewith and prayed to be taken as a part hereof.

Second. Your Petitioner reports that he has received the deposit as mentioned in said contract of sale, and that the sale was fairly made.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises authorizing and confirming the contract above mentioned, and authorizing and directing your Petitioner to execute the deed conveying the lot mentioned in said contract of sale when the purchase price has been paid,and the terms complied with in full.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee,

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

I hereby certify that on this 14th day of October, in the year 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

We, the undersigned, the parties to the above mentioned contract of sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee, Trustee

James W. Wilde, Purchaser

Annapolis, Md., October 14, 1940.

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale and hereby certify that in our opinion the sum of $400.00 is a fair and adequate price for the unimproved lot.

James H. Murray

Fred Schoen

UPON the foregoing Petition, Affidavit and Consent to an immediate ratification of the sale reported herein, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 16th day of October, 1940, that the Contract of Sale entered into between Charles F. Lee, Trustee, as aforesaid, and James W. Wilde for the purchase of Lot 11, Plat B, Spa View Heights, be and the same is hereby approved and ratified; and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute the deed conveying the lot mentioned in said Contract of Sale when the purchase price has been paid, and the terms complied with, in full.

Ridgely P. Melvin, Judge.

Filed Oct. 16" 1940.

CONTRACT OF SALE.

This Agreement, Made this 5th day of October nineteen hundred and forty between CHARLES F. LEE, Trustee for the Estate of Thomas McGuckian of the first part, and JAMES W. WILDE(single) of the second part

Witnesseth, That the said party 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 Sixth District of Anne Arundel County, Maryland, being lot No. 11, shown on plat B Spa View Heights, made by J. Revell Carr, fronting 61.93 feet, more or less on Granada St.

Subject to the restrictions pertaining to this development, and also subject to the approval of the Circuit Court of Anne Arundel County, Md.

At and for the price of Four hundred and --00/100 Dollars of which Fifty and --00/100 Dollars having been paid prior to the signing hereof and the balance to be paid as follows: in monthly installments of not less than $25.00. All deferred payments to bear interest at the rate of 5%.

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.

Time is the essence of this agreement, and if the terms of this contract are not complied with the deposit above referred to shall be forfeited.

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

Cost of revenue & state stamps to be equally divided.

Test:

Chas. F. Lee, Trustee (Seal)

Estate Thos. McGuckian (Seal)

James W. Wilde (Seal)

Filed Oct. 15" 1940.

IN THE MATTER OF THE TRUST ESTATE OF THOMAS McGUCKIAN, DECEASED.

No. 6400 Equity

In the Circuit Court for Anne Arundel County.

Report of Sale - Lot 14, Blk C, Linthicum Farm, to Jas. A. Suit & wife, and Order of Court thereon. -- Filed April 2" 1941.

TO THE HONORABLE, THE JUDGES OF SAID COURT:--

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That the said Charles F. Lee, Trustee, acting under authority of an Order passed in this Honorable Court on the 29th day of March, 1933, has sold to James A. Suit and Olivia B. Suit, his wife, all of that lot or parcel of land situate, lying and being on the south side of West Street, extended, in the Second Election District of Anne Arundel County, Maryland, and being designated as Lot No. Fourteen (14), of Block "C", according to a Revised Plat of McGuckian Subdivision near Annapolis, made by J. R. McCrone, Jr., Engineer, March, 1940, and recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-9, Plat No. 13; at and for the sum of Three Hundred and Seventy-five Dollars ($375.00), of which Ten Dollars ($10.00) has been paid, and the balance to be paid in cash as soon as said sale is ratified by this Court.

Second. Your Trustee further reports that the sale was fairly made, and that the purchaser is entitled to receive a deed for said property upon the payment of the balance due.

NOW, THEREFORE, your Petitioner prays your Honors to pass an Order in the premises authorizing and directing him to convey unto the said James A. Suit and Olivia B. Suit, his wife, the lot of land described above.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

I hereby certify that on this 31st day of March, in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report are true as therein stated, and that the sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

We, the undersigned, parties ot the above Report of Sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee, Trustee

James A. Suit, Purchaser

Olivia B. Suit, Purchaser

Annapolis, Md., March 31st, 1941

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this report of sale, and it is our opinion that the sum of $375.00 is a fair and adequate price for said lot No. 14, Block C.

James H. Murray

Fred Schoen

UPON the foregoing Petition, Affidavit, and consent to an immediate ratification of the sale reported herein, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 2nd day of April, in the year 1941, that the sale of Lot 14, Block C, to James A. Suit and Olivia B. Suit, his wife, be and the same is hereby ratified and confirmed, and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute the deed conveying said property upon payment of the balance due as set forth in said report of sale.

Ridgely P. Melvin, Judge.

Filed April 2" 1941.

Report of Sale of Lot 44, Block 2, McGuckian Farm, to John Henry Taylor and wife, and Order of Court thereon. -- Filed August 19, 1941.

TO THE HONORABLE, THE JUDGES OF SAID COURT: --

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That the said Charles F. Lee, Trustee, acting under authority of an Order passed in this Honorable Court on the 29th day of March, 1933, has sold to John Henry Taylor and Marie Taylor, his wife, all of that lot or parcel of land situate, lying and being on the east side of Parole Street, in the Second Election District of Anne Arundel County, Maryland, and being designated as Lot No. Forty-four (44), in Block No. Two (2), as shown on a plat entitled "Subdivision of The McGuckian Farm," made by J. Carson Boush, May, 1922; at <u>for</u> for the sum of One Hundred and Twenty-five Dollars ($125.00).

Second. Your Trustee further reports that he has received in full the purchase price for the lot as agreed upon, that the sale was fairly made, and that the purchasers are now entitled to have a deed for said property.

NOW, THEREFORE, your Petitioner prays your Honors to pass an Order in the premises authorizing and directing him to convey unto the said John Henry Taylor and Marie Taylor, his wife, the lot of land described above.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

I hereby certify that on this 21st day of May, in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein stated, and that the said ____ was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith.

Notary Public.

We, the undersigned, parties to the above Report of Sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee, Trustee

John Henry Taylor

Marie Taylor

Annapolis, Maryland, May ____ 1941.

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in said Report of Sale, and it is our opinion that the sum of $125.00 is a fair and adequate price for said Lot No. 44, Block 2.

James H. Murray

Fred Schoen

UPON the foregoing Petition, Affidavit, and consent to an immediate ratification of the sale reported herein, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 20th day of August in the year 1941, that the sale of Lot No. 44, Block 2, McGuckian Farm, to John Henry Taylor and Marie Taylor, his wife, be and the same is hereby ratified and confirmed, and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute the deed conveying said property.

Ridgely P. Melvin, Judge.

Filed August 20" 1941.

IN THE MATTER OF THE TRUST ESTATE OF THOMAS McGUCKIAN, DECEASED. — No. 6400 Equity, In the Circuit Court for Anne Arundel County.

Report of sale of 10.77 acres, McGuckian Farm, to Johnson Lumber Co.--Filed Nov. 5"1941.

TO THE HONORABLE, THE JUDGES OF SAID COURT:--

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That the said Charles F. Lee, Trustee, acting under authority of an Order passed in this Honorable Court on the 29th day of March, 1933, has sold to The J. F. Johnson Lumber Company, the following described property situate in the Second Election District of Anne Arundel County, Maryland:

Beginning for the same at an iron pipe set at a point where the south side of West Street Extended intersects the west side of the Chinquapin Round Road; thence continuing with the west side of said Chinquapin Round Road, South 31 degrees 26 minutes West 716 feet to an iron pipe; thence leaving said road and running with an old dirt road intended to be a right-of-way to an adjoining property the following courses and distances, North 65 degrees 38 minutes West 173 feet, South 65 degrees 48 minutes West 151 feet, South 75 degrees 59 minutes West 170.3 feet, South 46 degrees 15 minutes West 66.24 feet and South 71 degrees 03 minutes West 61.45 feet to an iron pipe set at the southwest corner of the school lot; thence with the west side of said school lot North 08 degrees 05 minutes East 400 feet to a stone; thence North 26 degrees 51 minutes East 585.7 feet to an iron pipe set on the south side of West Street Extended; thence with said West Street South 70 degrees 49 minutes East 227.4 feet and South 71 degrees 16 minutes East 422 feet to the place of beginning. Containing 10.77 acres and being all of Lots Nos. 1 - 36 inclusive, the bed of a 40 foot

street, and all of that lot designated as the "School Lot" as shown on a Plat of the Subdivision of the McGuckian Farm, prepared by J. Carson Boush, in May 1922, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in October 1941.

AT AND FOR the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500.00), of which Seven Hundred and Fifty Dollars ($750.00) has been paid, and the balance to be paid in cash as soon as said sale is ratified by this Court.

Second. That by an Order dated November 8, 1940, this Court approved and affirmed an option to J. Oliver Clark for the purchase of the property described above, at and for the price of $7,500.00; which option the said J. Oliver Clark has assigned to The J. F. Johnson Lumber Company. (See copy of option and assignment filed with said Order.)

Third. Your Trustee further reports that the sale was fairly made, and that the purchaser is entitled to receive a deed for said property upon the payment of the balance due.

NOW, THEREFORE, your Petitioner prays your Honors to pass an Order in the premises authorizing and directing him to convey unto the said The J. F. Johnson Lumber Company the property described above.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this 31st day of October, in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein stated, and that the sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public

We, the undersignated, parties to the above Report of Sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee, Trustee

The J. F. Johnson Lumber Company

By Boyd H. Farinholt.

Annapolis, Maryland October 31, 1941.

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale, and it is our opinion that the sum of $7500.00 is a fair and adequate price for said property.

For appraisement - See option and order of court November 8, 1940.

Fred Schoen

James H. Murray

UPON the foregoing Petition, Affidavit and Consent to an Immediate Ratification of the sale reported herein, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 5th day of November 1941, that the sale Lots 1 to 36 Inclusive, the bed of a 40 foot street, and all of that lot designated as the "school Lot" as shown on a Plat of the Subdivision of the McGuckian Farms, as described above, to The J. F. Johnson Lumber Com-

pany, be and the same is hereby ratified and confirmed, and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute the deed convey_said property upon payment of the balance due as set forth in said Report of Sale.

Ridgely P. Melvin, Judge.

Filed Nov. 5" 1941.

IN THE MATTER OF THE TRUST ESTATE OF THOMAS McGUCKIAN, DECEASED.

No. 6400 Equity
In the Circuit Court for
Anne Arundel County.

Report of sale of Lots 10 to 18, Block F, Linthicum Farm, to Minnie Kotzin, et al, and Order of Court thereon. -- Filed Nov. 25, 1941.

TO THE HONORABLE, THE JUDGES OF SAID COURT: --

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First: That the said Charles F. Lee, Trustee, acting under authority of an Order passed in this Honorable Court on the 29th day of March, 1933, has sold to Annie Kotzin, Hannah Kotzin, Minnie Kotzin and S. Milton Kotzin, Lots Nos. Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), and Eighteen (18), Block F, as shown on the Revised Plat of the McGuckian Subdivision, made by J. R. McCrone, Engineer, March, 1940, and recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-9, Plat No. 13, in the Second Election District of Anne Arundel County, Maryland.

AT AND FOR THE PRICE OF TWENTY-EIGHT HUNDRED AND FIFTY DOLLARS ($2850.00), of which One Hundred Dollars ($100.00) has been paid, and the balance to be paid on or before the 12th day of December, 1941.

Second. Your Trustee further reports that the sale was fairly made, and that the purchasers are entitled to receive a deed for said property upon the payment of the balance of the purchase price.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises ratifying and confirming said sale and authorizing and directing the said Trustee to execute and deliver a deed for said property upon the payment of the balance of the purchase price.

AND, AS IN DUTY BOUND, ETC.

Charles F. Lee, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

I hereby certify that on this 21st day of November, in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein stated, and that the sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith
Notary Public.

We, the undersigned, parties to the above Report of Sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee, Trustee
Annie Kotzin
Hannah Kotzin
Minnie Kotzin
S. Milton Kotzin

Annapolis, Maryland, November 14, 1941.

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale, and it is our opinion that the sum of $2850.00 is a fair and adequate price for said property.

James H. Murray
Fred Schoen

UPON the foregoing Petition, Affidavit and Consent to an Immediate Ratification of the sale reported herein, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 25th day of November, 1941, that the sale of Lots 10 to 18 inclusive, Block F, as shown on the Revised Plat of the McGuckian Subdivision, as described above, to Annie Kotzin, Hannah Kotzin, Minnie Kotzin and S. Milton Kotzin, at and for the price of $2850.00, be and the same is hereby ratified and confirmed, and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute the deed conveying said property upon payment of the balance due as set forth in said Report of Sale,

Ridgely P. Melvin, Judge.

Filed Nov. 25th 1941.

CONTRACT OF SALE.

This Agreement, Made this 12th day of November nineteen hundred and forty-one between CHARLES F. LEE, Trustee Estate Thomas McGuckian of the first part, and ANNIE KOTZIN, HANNAH KOTZIN, MINNIE KOTZIN AND S. MILTON KOTZIN 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 Second District of Anne Arundel County, Maryland, being all those nine lots from 10 to 18 inclusive in block F shown on the Revised Plat of the McGuckian Sub-division made by J. R. McCrone, Surveyor, dated March, 1940. Subject to the following restrictions:

1. All buildings are to set back at least 25 feet from the property line on McGuckian Avenue.
2. Said lots shall not be sold or leased to any person of African blood.

At and for the price of Twenty-eight hundred and fifty --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: namely, Twenty-seven hundred and fifty dollars ($2,750.00) on or before the 12th day of December, 1941.

This contract shall be subject to the ratification of the Circuit Court of Anne Arundel County, Maryland.

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.

Time is the essence of this agreement, and if the terms of this contract are not complied with the deposit above referred to shall be forfeited.

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

Cost of Revenue & State Stamps to be equally divided.

Test:

_____

Chas. F. Lee, Trustee ____
Estate of Thos. McGuckian (Seal)
A. Kotzin (Seal)
H. Kotzin (Seal)
Minnie Kotzin (Seal)
S. Milton Kotzin (Seal)

Filed Nov. 21st 1941.

IN THE MATTER OF THE TRUST
ESTATE OF THOMAS McGUCKIAN,
DECEASED.

No. 6400 Equity
In the Circuit Court for
Anne Arundel County.

Lot 47, Section 2, McGuckian Farm - Report of Sale to Michael Earle and Wife, and Order of Court thereon. -- Filed Nov. 28" 1941.

TO THE HONORABLE, THE JUDGES OF SAID COURT:--

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That the said Charles F. Lee, Trustee, acting under authority of an Order passed in this Honorable Court on the 29th day of March, 1933, has sold to Michael Earle and Ida R. Earle, his wife, all of that lot of land situate, lying and being on the west side of Parole Street, in the Second Election District of Anne Arundel County, Maryland, and being designated as Lot No. Forty-seven (47), in Section Two (2), as shown on the plat entitled "Subdivision of The McGuckian Farm", made by J. Carson Boush, May, 1922, and intended to be recorded among the Plat Records of Anne Arundel County, at and for the sum of One hundred and Fifty Dollars ($150.00), of which Twenty-five Dollars ($25.00_ has been paid, and the balance to be paid on or before December 1, 1941, or upon ratification of said sale by this Court; as shown by Contract of Sale, dated November 26, 1941, and filed herewith as a part hereof.

Second. Your Trustee further reports that the sale was fairly made, and that the purchasers are entitled to receive a deed for said property upon the payment of the balance of the purchase price.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises ratifying and confirming said sale and authorizing and directing the said Trustee to execute and deliver a deed for said property upon the payment of the balance of the purchase price.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

I hereby certify that on this 28th day of November, in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein stated, and that the said sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

We, the undersigned, parties to the above Report of Sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee, Trustee

Michael Earle

Ida R. Earle

Annapolis, Maryland November 27, 1941.

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale, and it is our opinion that the sum of $150.00 is a fair and adequate price for said property.

James H. Murray

Fred Schoen

UPON the foregoing Petition, Affidavit and Consent to an Immediate Ratification of the sale reported herein, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 28th day of November, in the year 1941, that the sale of Lot 47, Section 2, as shown on the plat entitled "Subdivision of the McGuckian Farm", as mentioned above, to Michael Earle and Ida R. Earle, his wife, at and for the sum of $150.00, be and the same is hereby ratified and confirmed, and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute the deed conveying said property upon payment of the balance due as set forth in said Report of Sale.

Ridgely P. Melvin, Judge.

Filed Nov. 28" 1941.

CONTRACT OF SALE.

This Agreement, Made this 26th day of November nineteen hundred and forty one between Charles F. Lee, Trustee for the Estate of Thomas McGuckian of the first part, and Michael Earle and Ida R. Earle, 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 2nd District of Anne Arundel County, Maryland, being Lot #47, shown on a plat of the McGuckian development, said plat made by J. Carson Boush, and dated May 1922.

Subject to ratification of sale by the Circuit Court

At and for the price of One hundred and fifty and 00/100 Dollars of which Twenty-five

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 first day of December 1941, or as soon as sale is ratified.

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.

Time is the essence of this agreement, and if the terms of this contract are not complied with the deposit above referred to shall be forfeited. Revenue and state stamps to be divided.

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

Test:

Chas. F. Lee, Trustee (Seal)

Estate of Thos. McGuckian (Seal)

Michael Earle (Seal)

Ida Ruth Earle (Seal)

Filed Nov. 28" 1941.

Report of Sale of .45 acres, Second Dis., to Wm. G. Meredith, & Order of Court thereon.

Filed Feby. 17th 1942.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That the said Charles F. Lee, Trustee, acting under authority of an Order passed in this Honorable Court on the 29th day of March, 1933, has sold to William G. Meredith all that triangular lot of land situate, lying and being in the Second Election District of Anne Arundel County, Maryland, containing 0.45 acres of land, more or less, as shown by a survey and plat made by J. R. McCrone, Jr., Surveyor, December 13, 1941; at and for the sum of One Hundred and Twenty-two Dollars ($122.00), of which the full amount has been paid; as shown by Contract of Sale, dated February 5, 1942, and filed herewith as a part hereof.

Second. Your Trustee further reports that the sale was fairly made, and that the purchase price has been paid in full; and that the purchaser is entitled to receive a deed for said property.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises ratifying and confirming said sale and authorizing and directing the said Trustee to execute and deliver a deed for said property.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee

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

I hereby certify that on this 9th day of February, in the year 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein stated, and that the said sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

We, the undersigned, parties to the above Report of Sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee, Trustee

William G. Meredith

Annapolis, Md. February ___ 1942.

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale, and it is our opinion that the sum of $122.00 is a fair and adequate price for said property.

James H. Murray

Fred Schoen

UPON the foregoing Petition, Affidavit and Consent to an Immediate Ratification of the sale reported herein, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 19th day of February, in the year 1942, that the sale of the triangular lot, containing 0.45 acres, more or less, as mentioned above, to William G. Meredith, at and for the sum of $122.00, be and the same is hereby ratified and confirmed, and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute the deed conveying said property.

Ridgely P. Melvin, Judge.

Filed Feby. 19" 1942.

CONTRACT OF SALE.

This Agreement, Made this 5th day of February nineteen hundred and forty-two between CHARLES F. LEE, TRUSTEE ESTATE OF THOMAS McGUCKIAN of the first part, and WILLIAM G. MEREDITH of the second part

Witnesseth, That the said party 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 District of Anne Arundel County, Maryland, containing .45 acres as shown on the attached survey.

At and for the price of One hundred twenty-two and --50/100 Dollars of which the full amount having been paid prior to the signing hereof

This sale is subject to ratification of the Circuit Court of Anne Arundel County, Maryland.

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.

Time is the essence of this agreement, and if the terms of this contract are not complied with the deposit above referred to shall be forfeited.

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

Cost of revenue & State Stamps to be equally divided.

Test:

Chas. F. Lee, Trustee (Seal)
Estate of Thos. McGuckian (Seal)
William G. Meredith (Seal)

Filed Feby. 17" 1942.

IN THE MATTER OF THE TRUST
ESTATE OF THOMAS McGUCKIAN,
DECEASED.

No. 6400 Equity
In the Circuit Court for
Anne Arundel County.

Petition for deeds of exchange with William G. Meredith, and Order of Court.

Filed Feby. 17" 1942.

TO THE HONORABLE, THE JUDGES OF SAID COURT:--

The Petition of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That the said Charles F. Lee, Trustee, and William G. Meredith are the owners of adjoining properties in the Second Election District of Anne Arundel County, Maryland;and

Second: When the new County Road leading from Camp Parole Road through to the Annapolis Neck Road, was built, a small parcel of land owned by the Estate of Thomas McGuckian was left on the opposite side of the road, and likewise, a small parcel of land owned by William G. Meredith was left on the other side of the road adjoining the McGuckian property.

Third. That in order to straighten their lines in accordance with the new County Road, the said Charles F. Lee, Trustee, and William G. Meredith, have had said property surveyed, and have agreed to exchange said small parcels of land, and have entered into contracts of sale, dated February 5, 1942, for the sum of One Dollar ($1.00), wherein the said Charles F. Lee, Trustee, will convey to the said William G. Meredith a triangular strip of land containing .42 acres of land; and the said William G. Meredith will convey to Charles F. Lee, Trustee of the Estate of Thomas McGuckian, a triangular strip of land containing .06 acres of land; all as shown by said Contracts of Sale which are filed herewith as a part hereof.

Fourth. That your Trustee feels that it is to the advantage of the Estate that these lines be straightened, and prays your Honors to pass an Order in the premises ratifying and confirming said Contracts of Sale, and authorizing and directing the said Trustee to execute and deliver a deed to William G. Meredith for the .42 acre strip, and to receive a deed from the said William G. Meredith for the .06 acre strip of land.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

I hereby certify that on this 9th day of February, in the year 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report are true as therein stated, and that it is to the advantage of the said Trustee Estate that these lines be straightened.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith
Notary Public

We, the undersigned, parties to the above Petition, do hereby consent to the immediate

ratification of said Contracts of Sale.

Charles F. Lee, Trustee

William G. Meredith

UPON the foregoing Petition and Affidavit, and Consent to the Immediate Ratification, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 19th day of February, in the year 1942, that the contracts of sale mentioned above, and filed herewith be and are hereby ratified and confirmed, and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute and deliver a deed to William G. Meredith for the .42 acre strip of land, and to receive a deed from the said William G. Meredith for the .06 acre strip of land.

Ridgely P. Melvin, Judge.

Filed Feby. 19" 1942.

CONTRACT OF SALE.

This Agreement, Made this 5th day of February nineteen hundred and forty-two between CHARLES F. LEE, TRUSTEE ESTATE OF THOMAS McGUCKIAN of the first part, and WILLIAM G. MEREDITH of the second part.

Witnesseth, That the said party 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 a triangular strip of land containing .42 acres as shown on the attached plat made by J. R. McCrone, Jr., Surveyor.

At and for the price of One and --00/100 Dollars of which the full amount --Dollars having been paid prior to the signing hereof

This contract is subject to ratification of the Circuit Court of Anne Arundel County, Maryland, and the sale is especially desired due to the fact that this parcel of land was left on the opposite/side of the new road leading from Camp Parole Road through to the Annapolis Neck Road, and is too small to be of any use to the estate of Thomas McGuckian.

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.

Time is the essence of this agreement, and if the terms of this contract are not complied with the deposit above referred to shall be forfeited.

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

Test:

_____

Chas. F. Lee, Trustee (Seal)

Estate of Thos. McGuckian (Seal)

William G. Meredith (Seal)

CONTRACT OF SALE.

This Agreement, Made this 5th day of February nineteen hundred and forty-two between WILLIAM G. MEREDITH of the first part, and CHARLES F. LEE, TRUSTEE ESTATE OF THOMAS McGUCKIAN of the second part.

Witnesseth, That the said party 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 District of Anne Arundel County, Maryland, being a triangular shaped tract of land containing .06 acres, as shown on the attached plat made by J. R. McCrone, Jr.

At and for the price of One and --00/100 Dollars of which the full amount having been paid prior to the signing hereof

This sale is subject to ratification of the Circuit Court of Anne Arundel County, Maryland.

This sale is essential on account of the new County Road that was built from the South River Road through to the Annapolis Neck Road.

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.

Time is the essence of this agreement, and if the terms of this contract are not complied with the deposit above referred to shall be forfeited.

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

Test: William G. Meredith (Seal)

_____ Chas. F. Lee, Trustee (Seal)

Estate of Thos. McGuckian (Seal)

Filed Feby. 17" 1942.

IN THE MATTER OF THE TRUST ESTATE OF THOMAS McGUCKIAN, DECEASED. — No. 6400 Equity. In the Circuit Court for Anne Arundel County.

Report of Sale Lot 12, Blk C, Linthicum Farm, to Graham Crandall and wife, and Order of Court thereon. -- Filed March 23" 1942.

TO THE HONORABLE, THE JUDGES OF SAID COURT:--

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That the said Charles F. Lee, Trustee, acting under authority of an Order passed in this Honorable Court on the 29th day of March, 1933, has sold to Graham Crandall and Martha E. Crandall, his wife, all of that lot or parcel of land situate, lying and being on the north side of McGuckian Avenue, in the Second Election District of Anne Arundel County, Maryland, and being designated as Lot No. Twelve (12), in Block "C", according to a revised Plat of McGuckian Subdivision near Annapolis, made by J. R. McCrone, Jr., Engineer, March, 1940, and recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-9, Plat No. 13; at and for the sum of Four Hundred Dollars ($400.00) of which the full amount has now been paid; as shown by Contract of Sale dated August 25, 1941, and filed with these presents as a part hereof.

Second. Your Trustee further reports that the sale was faily made, and that the purchase price has been paid in full; and that the purchaser is entitled to receive a deed of said property.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises ratifying and confirming said sale, and authorizing and directing the same Trustee to execute and deliver a deed for said property.

AND, AS IN DUTY BOUND, ETC.

Charles F. Lee, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

I hereby certify that on this 13th day of March, in the year 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein stated, and that the said sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

We, the undersigned, parties to the above Report of Sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee, Trustee

Graham Crandall

Martha R. Crandall

Annapolis, Md., March 13" 1942.

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale, and it is out opinion that the sum of $400.00 is a fair and adequate price for said property.

James H. Murray

Fred Schoen

UPON the foregoing Petition, Affidavit and Consent to an Immediate Ratification of the sale reported herein, it is hereby ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, this 26th day of March, in the year 1942, that the sale of Lot 12, Block C, to Graham Crandall and Martha E. Crandall, his wife, be and the same is hereby ratified and confirmed, and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute the deed conveying said property.

Filed March 26, 1942.

Ridgely P. Melvin, Judge.

CONTRACT OF SALE.

This Agreement, Made this 25th day of August nineteen hundred and forty-one between ESTATE OF THOMAS McGUCKIAN of the first part, and GRAHAM CRANDALL AND MARTHA R. CRANDALL 6 Jefferson St., Annapolis, Md. 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 Second Election District of Anne Arundel County, Maryland, being lot No. 12, Block C, shown on a plat of the Linthicum Farm on the south side

of the Defense Highway.

Subject to the restrictions of record.

At and for the price of FOUR HUNDRED AND --00/100 Dollars of which ONE HUNDRED AND FIFTY AND --00/100 Dollars having been paid prior to the signing hereof and the balance to be paid as follows: in monthly installments of not less than twenty-five dollars ($25.00). All deferred payments to bear interest at the rate of 5%.

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.

Time is the essence of this agreement, and if the terms of this contract are not complied with the deposit above referred to shall be forfeited.

Taxes, insurance, rent and all other assessments of every description shall be adjusted from date of this agreement

Costs of revenue & state stamps to be equally divided.

Test:

Charles F. Lee, Trustee (Seal)

Estate Thomas McGuckian (Seal)

Graham Crandall (Seal)

Martha E. Crandall (Seal)

Filed March 23" 1942.

Report of Sale of Lot 11, Blk C, to Graham Crandall & wife, and Order of Court.

Filed April 30" 1942.

TO THE HONORABLE, THE JUDGES OF SAID COURT:--

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That the said Charles F. Lee, Trustee, acting under authority of an Order passed in this Honorable Court on the 29th day of March, 1933, has sold to Graham Crandall and Martha E. Crandall, his wife, all of that lot or parcel of land situate, lying and being on the north side of McGuckian Avenue, in the Second Election District of Anne Arundel County, Maryland, and being designated as Lot No. Eleven (11), in Block "C", according to a revised Plat of McGuckian Subdivision near Annapolis, made by J. R. McCrone, Jr., Engineer, March, 1940, and recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-9, Plat No. 13; at and for the sum of FOUR HUNDRED DOLLARS ($400.00), of which Ten Dollars ($10.00) has been paid, and the balance to be paid in monthly installments of not less than $10.00, deferred payments to bear interest at the rate of 5% per annum, as shown by a contract of sale dated April 22, 1942, and filed herewith as a part hereof.

Second. Your Petitioner reports that he has received the deposited as mentioned in said contract of sale, and that the sale was fairly made.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises authorizing and confirming the contract of sale above mentioned, and authorizing and directing your Petitioner to execute the deed conveying the lots mentioned in said contract of sale when the purchase price has been paid, and the terms complied with in full.

AND, AS IN DUTY BOUND, ETC.

Charles F. Lee, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

I hereby certify that on this 29th day of April, in the year 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith
Notary Public

We, the undersigned, the parties to the above mentioned Contract of Sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee, Trustee.
Graham Crandall
Martha E. Crandall

Annapolis, Md., April 28, 1942.

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale, and hereby certify that in our opinion the sum of $400.00 is a fair and adequate price for said property.

James H. Murray
Fred Schoen

UPON the foregoing Petition, Affidavit and Consent to the Immediate Ratification of the sale reported herein, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 4th day of April, in the year 1942, that the Contract of Sale entered into between Charles F. Lee, Trustee, as aforesaid, and Graham Crandall and Martha E. Crandall, his wife, for the purchase of Lot 11, Block C, Revised Plat of McGuckian Subdivision, be and the same is hereby approved and ratified; and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute the deed conveying the lot mentioned in said Contract of Sale when the purchase price has been paid and the terms complied with in full.

Ridgely P. Melvin, Judge.

Filed May 4, 1942.

CONTRACT OF SALE.

This Agreement, Made this 22nd day of April nineteen hundred and forty-two between ESTATE OF THOMAS McGUCKIAN of the first part, and GRAHAM CRANDALL AND MARTHA E. CRANDALL 6 Jefferson St., Annapolis, Md. 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 Second Election District of Anne Arundel County, Maryland, being lot No. 11, Block C, shown on a plat of the Linthicum Farm on the south side of the Defense Highway.

Subject to the restrictions of record.

At and for the price of FOUR HUNDRED AND --00/100 Dollars of which TEN AND --00/100 Dollars

having been paid prior to the signing hereof and the balance to be paid as follows: in monthly installments of not less than Ten dollars ($10.00). All deferred payments to bear interest at the rate of 5%.

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.

Time is the essence of this agreement, and if the terms of this contract are not complied with the deposit above referred to shall be forfeited.

Taxes, insurance, rent and all other assessments of every description shall be adjusted from date of this agreement.

Cost of Revenue & State Stamps to be equally divided.

Test:

Charles F. Lee, Trustee (Seal)

Estate Thomas McGuckian (Seal)

Graham Crandall (Seal)

Martha E. Crandall (Seal)

Filed April 30" 1942.

IN THE MATTER OF THE TRUST
ESTATE OF THOMAS McGUCKIAN,
DECEASED.

No. 6400 Equity
In the Circuit Court for
Anne Arundel County.

Petition to release lot from mortgage of Luther M. Nichols To Chas. F. Lee, Trustee

Filed May 5" 1942.

TO THE HONORABLE, THE JUDGES OF SAID COURT:--

The Petition of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That under and by virtue of an Order of this Honorable Court passed on the __ day of October, 1940, he was authorized to make a loan of $4,000.00 to Luther M. Nichols for a term of three years at 4½%, said loan being secured by a first mortgage on property located in the Second Election District of Anne Arundel County, containing 60.8 acres of land, more or less, improved by a large dwelling, stables, tobacco barns and other outbuildings; and after having examined title to the property whereby it was ascertained said mortgage was a first lien, said loan was made.

Second. That on March 3, 1942, the said Luther M. Nichols made a payment of $2600.00 on account of the principal of said mortgage, thus leaving a balance due of $1400.00 secured by a first mortgage, and that said Luther M. Nichols is desirous of conveying 0.649 acres of the property included in the mortgage but before doing so requests that said lot be released from the legal effect and operation of said mortgage, dated October 30, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 229, folio 3; and your Trustee agrees to so release said lot, which is described as follows, in consideration of said payment of $2600.00 paid heretofore and acknowledged.

BEGINNING for the same at an iron pipe heretofore set on the south side of the Defense Highway, the said iron pipe and place of beginning is the northwest corner of a 0.48 acre lot which was conveyed by Luther M. Nichols, widower, to Maude Nichols Baker, by deed dated November 28, 1940, and recorded in the Land Records of Anne Arundel County in Liber J.H.H.

No. 228, folio 276; thence running from the said beginning point leaving the said Defense Highway and with the western boundary line of the said 0.48 acre lot conveyed to the said Maude Nichols Baker, South 1 degree 05 minutes West 200.0 feet to another iron pipe at the southwest corner of the said mentioned 0.48 acre lot; thence with the south boundary line of the said last mentioned lot, North 84 degrees 55 minutes East 115.0 feet to another iron pipe heretofore set in the eastern boundary line of the whole tract of land which was conveyed to Luther M. Nichols aforesaid, and Louise Nichols, his wife, by Anne E. D. Sellman, by deed dated October 10, 1923, and recorded in said Land Records in Liber W. N. W. No. 68, folio 426, the said last mentioned iron pipe is distant South 0 degrees 21 minutes East 200.0 feet from another iron pipe heretofore set on the south side of the said Defense Highway, and forms the northeast corner of the said mentioned conveyance to the said Luther M. Nichols and wife, and is also the northwest corner of a tract of land owned by Anne E. D. Sellman aforesaid, and was subdivided into lots, July 1931, and surveyed by J. Revell Carr, which said plat is called "Property of Anne E. D. Sellman, Sub-Division Plat No. 2, Anne Arundel County, Maryland, July, 1931"; thence leaving the said mentioned 0.48 acre lot and running with part of the said eastern boundary line of the said whole tract conveyed as aforesaid to Luther M. Nichols and wife, South 0 degrees 21 minutes East 210.35 feet; thence leaving the said last mentioned eastern boundary line and running across part of the said whole tract, South 89 degrees 39 minutes West 125.0 feet to the east side of Hockley Road; thence with the same, North 0 degrees 21 minutes West 399.46 feet to the south side of the above mentioned Defense Highway; thence with the same, leaving the said Hockley Road, North 84 degrees 40 minutes East 15.47 feet to the place of beginning. Containing 0.649 acres of land. Being a part of the above mentioned whole tract which was conveyed as aforesaid to the said Luther M. Nichols and wife by the said Anne E. D. Sellman.

NOW, THEREFORE, Your Trustee prays your Honors to pass an Order in the premises permitting and authorizing him to execute a deed of release which will release from the legal effect and operation of said mortgage hereinbefore referred to the unimproved lot of ground which is hereinbefore described by metes and bounds, courses and distances, as in the opinion of your Trustee the amount paid on account of the mortgage is in excess of the value of the property to be released.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

I hereby certify that on this 4th day of May, in the year 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 5th day of May, in the year 1942, that Charles F. Lee, Trustee, be and he is hereby authorized and permitted to

execute a deed of release which will release from the legal effect and operation of a mortgage from Luther_Nichols to Charles F. Lee, Trustee, dated October 30, 1940, and recorded in Liber J.H.H. No. 229, folio 3, the unimproved lot of ground containing 0.649 acres, as described in the foregoing Petition.

Ridgely P. Melvin, Judge.

Filed May 5", 1942.

IN THE MATTER OF THE TRUST
ESTATE OF THOMAS McGUCKIAN,
DECEASED.

No. 6400 Equity
In the Circuit Court for
Anne Arundel County.

Report of Sale of Lot 10, Granada St., Annapolis, Md., to Salvatore Schifanella.

Filed Nov. 23" 1942.

TO THE HONORABLE, THE JUDGES OF SAID COURT:--

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That the said Charles F. Lee, Trustee, acting under authority of an Order passed in this Honorable Court on the 29th day of March, 1933, has sold to Salvatore Schifanella, all of that lot or parcel of land situate, lying and being on the south side of Granada Street, in the City of Annapolis, Maryland, and being designated as Lot No. Ten (10), according to a plat entitled "Spa View Property, Plat B", made by J. Revell Carr, October, 1932, having a frontage on said Street of 61.93 feet; at and for the sum of Six Hundred Dollars ($600.00), of which One Hundred Dollars ($100.00) has been paid, and the balance to be paid ---------- in monthly installments of not less than $25.00, deferred payments to bear interest at the rate of 5% per annum, as shown by a contract of sale dated November 10, 1942, and filed herewith as a part hereof.

Second. Your Petitioner reports that he has received the deposit as mentioned in said contract of sale, and that the sale was fairly made.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises authorizing and confirming the contract of sale above mentioned, and authorizing and directing your Petitioner to execute the deed conveying the lot mentioned in said contract of sale when the purchase price has been paid and the terms complied with in full.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:--

I hereby certify that on this 18th day of November, in the year 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith
Notary Public.

We, the undersigned, the parties to the above mentioned Contract of Sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee, Trustee
Salvatore Schifanella

Annapolis, Maryland, November 18, 1942

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale, and hereby certify that in our opinion the sum of $600.00 is a fair and adequate price for said property.

James H. Murray

Fred Schoen

UPON the foregoing Petition, Affidavit and Consent to the Immediate Ratification of the sale reported herein, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 24th day of November, in the year 1942, that the Contract of Sale entered into between Charles F. Lee, Trustee, as aforesaid, and Salvatore Schifanella, for the purchase of Lot 10, Granada Street, Annapolis, Maryland, be and the same is hereby approved and ratified; and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute the deed conveying the lot mentioned in said Contract of Sale when the purchase price has been paid and the terms complied with in full.

Ridgely P. Melvin, Judge.

Filed Nov. 24" 1942.

CONTRACT OF SALE.

This Agreement, Made this 10th day of November nineteen hundred and forty-two between CHARLES F. LEE, Trustee for the Estate of Thomas McGuckian of the first part, and SALVATORE SCHIFANELLA of the second part

Witnesseth, That the said party 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 City of Annapolis, Maryland, being lot No. 10 shown on plat B Spa View Heights, made by J. Revell Carr, fronting 61.93 feet, more or less on Granada Street.

Subject to the restrictions pertaining to this development, and also subject to the approval of the Circuit Court of Anne Arundel County, Md.

At and for the price of SIX 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: in monthly installments of not less than $25.00. All deferred payments to bear interest at the rate of 5%.

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.

Time is the essence of this agreement, and if the terms of this contract are not complied with the deposit above referred to shall be forfeited.

Taxes, insurance, rent and all other assessments of every description shall be adjusted to date of this agreement.

Cost of Revenue & State Stamps to be equally divided.

Test:

Charles F. Lee, Trustee (Seal)
Estate of Thos. McGuckian (Seal)
Salvatore Schifanella (Seal)

Filed Nov. 23" 1942

Petition to sell 5 acres of top soil to A. & M. Contracting Co., & Order of Court.

Filed Jany. 12" 1943.

TO THE HONORABLE, THE JUDGES OF SAID COURT:--

The Petition of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That your said Trustee has received from the A. & M. Contracting Company, of Annapolis, Maryland, an offer to purchase top soil from five acres of land, more or less, belonging to said Estate, at and for the sum of Two Hundred Dollars ($200.00) per acre. The five acre tract from which the top soil is to be taken is located southeasterly from the old dwelling on the tract of land known as "The Linthicum Farm", in the Second Election District of Anne Arundel County. The area shall be determined by a survey to be made by the Estate's Engineer, J. R. McCrone, Jr., at the expense of the A. & M. Contracting Company. It is agreed that the soil shall be removed at an even depth of not more than eight inches, and that there shall be no holes left after the removal of the soil. The A. & M. Contracting Company further agrees to lime the soil with at least two tons of lime per acre, and to sow at least two bushels of cowpeas an acre. The removal of the soil, liming and sowing of the cowpeas all to be completed within the year 1943.

Second. It is the opinion of your Trustee that it would be to the benefit and advantage of this estate to enter unto such agreement as the land at present is not revenue producing.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises authorizing and permitting him to enter into an agreement with the A. & M. Contracting Company for the sale of five acres of top soil, more or less, at and for the sum of Two Hundred Dollars ($200.00) per acre, in accordance with the terms set out in the foregoing Petition.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee.

ORDERED, by the Circuit Court for Anne Arundel County, sitting in Equity, this 12th day of January, in the year 1943, that Charles F. Lee, Trustee of the Estate of Thomas McGuckian, deceased, be and he is hereby authorized and permitted to enter into an agreement with the A. & M. Contracting Company for the sale of five acres of top soil, more or less, at and for the sum of Two Hundred Dollars ($200.00) per acre, in accordance with the terms set out in the foregoing Petition.

Ridgely P. Melvin, Judge.

Filed Jany. 12" 1943.

IN THE MATTER OF THE TRUST ESTATE OF THOMAS McGUCKIAN, DECEASED. — No. 6400 Equity. In the Circuit Court for Anne Arundel County.

Report of Sale, Lot 8, Granada St., Annapolis, to Howard A. Kinhart & wife, & Order of Court thereon. -- Filed March 16, 1943.

TO THE HONORABLE, THE JUDGES OF SAID COURT:--

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That the said Charles F. Lee, Trustee, acting under authority of an Order passed in this Honorable Court on the 29th day of March, 1933, has sold to Howard A. Kinhart and Mildred H. Kinhart, his wife, all of that lot of land situate, lying and being on the

southerly side of Granada Street, in the City of Annapolis, Maryland, and being designated as Lot No. Eight (8), as shown on a plat entitled "Spa Creek Property", Plat B, made by J. Revell Carr, October, 1932, and intended to be recorded among the Plat Records of Anne Arundel County, at and for the sum of SIX HUNDRED DOLLARS ($600.00), of which Twenty-five Dollars ($25.00), has been paid, and the balance to be paid within thirty days, or upon ratification of said sale by this Court; as shown by Contract of Sale dated March 1, 1943, and filed herewith as a part hereof.

Second. Your Trustee further reports that the sale was fairly made, and that the purchasers are entitled to receive a deed for said property upon the payment of the balance of the purchase price

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises ratifying and confirming said sale and authorizing and directing the said Trustee to execute and deliver a deed for said property upon the payment of the balance of the purchase price.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:--

I hereby certify that on this Ninth day of March, in the year 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein stated, and that the said sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public

We, the undersigned, parties to the above Repprt of Sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee, Trustee

Howard A. Kinhart

Mildred H. Kinhart

Annapolis, Md., March 9, 1943.

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale, and it is our opinion that the sum of $600.00 is a fair and adequate price for said property.

James H. Murray

Fred Schoen

UPON the foregoing Petition, Affidavit and Consent to an Immediate Ratification of the sale reported herein, it is hereby ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, this 16th day of March, in the year 1943, that the sale of Lot Eight (8), as designated on a plat entitled "Spa Creek Property, Plat B," located on the southerly side of Granada Street, Annapolis, Maryland, to Howard A. Kinhart and Mildred H. Kinhart, his wife, at and for the sum of $600.00, be and the same is hereby ratified and confirmed, and that

Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute the deed conveying said property upon payment of the balance due as set forth in said Contract of Sale.

Ridgely P. Melvin, Judge.

Filed March 16" 1943.

CONTRACT OF SALE.

This Agreement, Made this 1st day of March nineteen hundred and forty-three between CHARLES F. LEE, TRUSTEE FOR THE ESTATE OF THOMAS McGUCKIAN of the first part, and HOWARD A. KINHART AND MILDRED H. KINHART, 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 lot No. 8 on Granada Street, Spa View Heights, shown on Plat B of Spa Creek Property made by J. Revell Carr, Surveyor, October 1932.

Subject to the restrictions of record, and also subject to the ratification by the Circuit Court of Anne Arundel County, Maryland.

At and for the price of SIX HUNDRED AND --00/100 Dollars of which TWENTY-FIVE AND --00/100 Dollars having been paid prior to the signing hereof and the balance to be paid as follows: in cash within thirty days, or as soon as deed can be delivered.

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.

Time is the essence of this agreement, and if the terms of this contract are not complied with the deposit above referred to shall be forfeited.

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

Cost of Revenue & State Stamps to be equally divided.

Test: Charles F. Lee, Trustee (Seal)

Hilda L. Musterman Estate of Thos. McGuckian (Seal)

Howard A. Kinhart (Seal)

Mildred H. Kinhart (Seal)

Filed March 16" 1943.

For further proceedings see J.H.H. No 67. folios 357- inclusive Equity Proceedings

IN THE MATTER OF THE	:	No. 8156 EQUITY.
NAME OF JOHN BULL	:	IN THE CIRCUIT COURT FOR
OLDENDORF	:	ANNE ARUNDEL COUNTY.

PETITION TO CHANGE NAME -- Filed March 18" 1941.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Bull Oldendorf, on his behalf, respectfully shows:

First: That John Bull Oldendorf was born January 27, 1920 in lawful wedlock to Amelia B. Stirling, the former wife of Jesse B. Oldendorf.

Second: That the said Amelia B. Stirling was divorced from the said Jesse B. Oldendorf and has since inter-married with one Archibald G. Stirling, with whom your Petitioner has resided since 1927 and whose name your Petitioner has assumed, namely, the name of John Bull Stirling.

Third: That the said John Bull Oldendorf is now living and has during his minority been in the custody of the said Amelia G. Stirling and Archibald G. Stirling, and accordingly, for the sake of convenience and for social reasons has used the adopted name of John Bull Stirling.

Fourth: That the said John Bull Oldendorf and Amelia B. Stirling, his Mother, who was awarded custody of the said John Bull Oldendorf, and Archibald G. Stirling all desire that his name shall be in law John Bull Stirling, and that such a change will be to his interest and advantage.

TO THE END THEREFORE,

(1) That a Decree be passed whereby the name of your Petitioner, John Bull Oldendorf, shall be in law John Bull Stirling.

(2) And for such other and further relief as the nature of the case may require.

AND AS IN DUTY BOUND, ETC.

Roscoe C. Rowe
Solicitor for Petitioner

John Bull Oldendorf
Amelia B. Stirling
Archibald G. Stirling

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 18th day of March, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared John Bull Oldendorf, Amelia B. Stirling, his Mother and Archibald G. Stirling, 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) Mary L. Dimaggio
Notary Public.

ORDER OF COURT.

Upon the foregoing Petition and Affidavit, it is this 18th day of March, 1941, by the Circuit Court for Anne Arundel County sitting in Equity, ADJUDGED, ORDERED AND DECREED, that the name of John Bull Oldendorf, be and the same is hereby changed in law to, and the same shall hereafter be in law, John Bull Stirling.

And it is further Ordered that the Petitioner shall pay the costs of these proceedings.

Filed March 18, 1941. Ridgely P. Melvin, Judge.

THOS. CHAS. WILLIAMS	:	No. 8179 Equity
Attorney named in Mtge.	:	In the Circuit Court for
Vs	:	Anne Arundel County.
Carlos C. Jennings and	:	
Carrie Jennings, his wife	:	

ORDER TO DOCKET SUIT & MORTGAGE --Filed April 30" 1941.

Mr. Clerk:

Please docket the above entitled case.

Thos. Chas. Williams

Attorney named in Mortgage

MORTGAGE

THIS MORTGAGE, Made this 1st day of June, in the year nineteen hundred and twenty-six by and between CARLOS C. JENNINGS and CARRIE JENNINGS, his wife, of the City of Baltimore, in the State of Maryland, of the first part, and JOSEPH ROSCH and ANNIE ROSCH, his wife, of the second part.

Whereas: The parties of the first part are indebted unto the parties of the second part in the sum of Nine Hundred Dollars ($900.00), part purchase price of the hereinafter described property, this day loaned the parties of the first part by the parties of the second part; and in order to secure the repayment of the said sum with interest by the said parties of the first part unto the said parties of the second part, the said parites of the first part have passed unto the said parties of the second part their promissory notes as follows:

One principal note of Nine Hundred ($900.00) Dollars of even date herewith payable three years after date;

Six interest notes of even date herewith for Thirty-one Dollars and Fifty Cents ($31.50) each, payable 6, 12, 18, 24, 30, and 36 months after date; and

WHEREAS: It was a condition precedent to the granting of this loan that this mortgage should be executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar, the said Carlos C. Jennings and Carrie Jennings, his wife, do grant and assign unto Joseph Rosch and Annie Rosch, his wife, their heirs, administrators or assigns all those three lots or parcels of ground and premises situate, lying and bein_ in Anne Arundel County, State of Maryland, and being known as Lots numbered 790,791, and 792 of Patapsco Park, as shown in Plat Book G. W. No. 1, folio No. 31, and 86.

BEING the three lots of ground which by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County prior hereto were conveyed by John A. Ruth et al to Carlos C. Jennings and Carrie Jennings, his wife.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Joseph Rosch and Annie Rosch, his wife, their heirs and assigns, forever.

PROVIDED, that if the said Carlos C. Jennings and Carrie Jennings, his wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the afore-

said sum of Nine Hundred ($900.00) 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, Carlos C. Jennings and Carrie Jennings, 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 Carlos C. Jennings and Carrie Jennings, his wife, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Joseph Rosch and Annie Rosch, his wife, their personal representatives or assigns, or Thos. Chas. Williams, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagees, their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said 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 personal representatives or assigns, or Thos.Chas. Williams, 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 Carlos C. Jennings and Carrie Jennings, his wife, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees, their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Hundred ($900.00) 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: Carlos C. Jennings (Seal)

Morris Buchman Carrie Jennings (Seal)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I Hereby Certify, that on this 1st day of June, in the year nineteen hundred and twenty-six before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared Carlos C. Jennings and Carrie Jennings, 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 Thos. Chas. Williams, agent of Mortgagees and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

And he further made oath that he is the agent of the said Mortgagees, Joseph Rosch and Annie Rosch, his wife, and has the authority to make this oath.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Morris Buchman

Notary Public.

Assignment

October 1, 1929

FOR VALUE RECEIVED, We hereby assign the within mortgage to Ella E. Webster.

As witness our hands and seals.

Test: Joseph Rosch (Seal)

Thos. Chas. Williams Annie Rosch (Seal)

Received for Record 26 day of Nov., 1929, at 9-30 O'clock A.M., and same day recorded in Liber W.M.B. No. 32 fol. 358. Land Records of Anne Arundel County.

Frank S. Revell, Clerk.

STATEMENT OF MORTGAGE DEBT --- Filed May 26" 1941.

Statement of the Mortgage claim of THOS. CHAS. WILLIAMS, attorney named in mortgage, under the mortgage from CARLOS C. JENNINGS, et al, to JOSEPH ROSCH AND ANNE ROSCH, dated the first day of June, 1926, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 32, folio #356.

Principal amount	$900.00
Interest from 4/1/33 to 5/29/41 both inclusive	368.00
Taxes paid - 1937-38-39-40	56.71

Insurance paid - 1936-37-38-39-40 $ 17.40

$1342.11

Thos. Chas. Williams

Attorney named in Mortgage.

Filed May 26" 1941.

Bond-Filed & Approved this 26" day of May, 1941. John H. Hopkins, Clerk.

No. 1897086

THE FIDELITY CASUALTY COMPANY of NEW YORK

KNOW ALL MEN BY THESE PRESENTS,

That we, Thos. Chas. Williams 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 ($1,000.00) ---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 sixteenth day of May, in the year of our Lord nineteen hundred and forty-one

Whereas, the above bounden Thos. Chas. Williams by virtue of the power contained in a mortgage from Carlos C. Jennings and Carrie, his wife to Joseph Rosch and Anne, his wife bearing date the tenth day of October, nineteen hundred & twenty-nine and recorded among the mortgage records of Anne Arundel County in Liber W N B No. 32 Folio 356 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 Thos. Chas. Williams do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall/be made by any Court of Equity in relation to the sale of said mortgaged abide by and fulfill any order or decree which shall ---------- 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 Thos. Chas. Williams has hereto set his hand and seal and the said corporation has caused these presents to be duly signed by its Attorney, attested by its Attorney, the day and year first herein above written.

Signed, sealed and delivered Thos. Chas. Williams (Seal)

in the presence of (CORPORATE SEAL) The Fidelity and Casualty Company of New York

Linwood Frazier By Franklin C. Van Pelt, Attorney.

Attest:

Elaine T. Galloway

Filed May 26" 1941.

REPORT OF SALE -- Filed June 2" 1941.

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

The Report of Sale of Thos. Chas, Williams, Attorney named in mortgage, with power to sell in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements in-

serted in The Annapolis Evening Capital a daily newspaper published in Anne Arundel County, for more than 20 days preceding the day of sale, said Attorney with Power of Sale did pursuant to said notice on Thursday the 29th day of May 1941 at 3 o'clock P. M., attend on the premises and then and there sold the property described in the within advertisement to Mack Gee and Ida May Gee, his wife, for five hundred and twenty-five dollars ($525.00), they being the highest bidders therefor.

Thos. Chas. Williams
Attorney named in Mtge.

State of Maryland, City of Baltimore, Sct:

I Hereby Certify, That on this 29th day of May 1941 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Thos. Chas. Williams, Attorney named in mortgage with power to sell, 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) Rose L. Wimmer
Notary Public.

Attorney's Sale of Fee Simple Property, Patapsco Park, Anne Arundel County.

By virtue of the power of sale contained in a certain mortgage from Carlos C. Jennings and Carrie Jennings, his wife, to Joseph Rosch and Anne Rosch, recorded in the Land Records of Anne Arundel County in Liber W.M.B. No. 32, folio No. 356, the undersigned attorney named in the said mortgage, with power to sell, will sell, at Public Auction, on the premises on Thursday, May 29, 1941, at 3 P. M., all those lots of ground and premises known as lots number 790-791-792 of Patapsco Park, as shown in Plat Book G. W. No. 1, folio No. 31 and 86 Improved by a frame building, Terms of Sale: A cash deposit of $300.00 required at time of sale, balance upon ratification of the sale. Taxes adjusted to day of sale.

Thos. Chas. Williams
Attorney named in Mtge.
2 E. Lexington St., Baltimore, Md.

ORDER NISI.

Ordered, this 2nd., day of June, 1941, That the sale of the property mentioned in these proceedings made and reported by the Thos. Chas. Williams, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd., day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd. day of July next.

The report states that the amount of sales to be $525.00

John H. Hopkins, 3rd., Clerk.

Filed June 2" 1941

Certificate of Publication

The Capital-Gazette Press, Inc.
Annapolis, Md., June 27, 1941

We hereby certify that the annexed Order Nisi - Sale - 8179 Eq.- Williams - Jennings 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 3rd day of July, 1941.

The first insertion being made the 3rd day of June, 1941.

The Capital-Gazette Press, Inc.

By Dorothy Kunsman

Filed July 15" 1941.

ORDER

ORDERED BY THE COURT, This 16th day of July, 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 commission and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Filed July 16" 1941.

Auditor's Report and Account. -- Filed July 10th, 1942.

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. Thomas Charles Williams, Attorney named in Mortgage, vs. Carlos C. Jennings and Wife

in ac. with Thomas Charles Williams,, Attorney named in Mortgage

To Attorney for Commissions, as agreed	$ 1.00	$
Fee named in Mortgage waived	_____	1.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee Waived		
Clerk of Court - costs	11.85	
Auditor	4.50	16.35
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale order nisi on	9.00	
Capital-Gazette Press - report of sale order nisi on	5.00	
Capital-Gazette Press - auditor's acct.	5.00	
Fidelity & Casualty Co. - bond premium	10.00	29.00
To Ella E. Webster, Assignee, - this balance on account mortgage claim filed		478.65
		$525.00
Amount of mortgage claim filed	1,342.11	
Cr. Amount allowed as above	478.65	
Balance subject to decree in personam	$863.46	
Cr. May 29 1941 Proceeds of Sale		$525.00

ORDER NISI.

ORDERED, This 10th., day of July, 1942, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 11th., day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th., day of August next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication.

The Capital-Gazette Press, Inc.

Annapolis, Md., August 5, 1942.

We hereby certify, that the annexed Order Nisi - Carlos C. Jennings & wife 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 11th day of August, 1942. The first insertion being made the 11th day of July, 1942.

The Capital-Gazette Press, Inc.

By Anne Bennett.

ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 4th day of January, 1943, 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, C.J.

Filed January 4th 1943.

IN THE MATTER OF THE SALE OF THE	:	No. 8262 Equity
MORTGAGED REAL ESTATE OF GERTRUDE K.	:	In the Circuit Court for
PETERSON PHILIP PETERSON, HER HUSBAND.	:	Anne Arundel County.

Mr. Clerk:

Please record this assignment, docket this suit, file mortgage, and file and approve bond.

R. Tilghman Brice, 111, Assignee.

Mortgage -- Filed October 2" 1941.

THIS MORTGAGE, Made this 8th day of March in the year nineteen hundred and thirty-seven by and between Gertrude K. Peterson and Philip Peterson, her husband, of Anne Arundel County, of the first part and the Farmers National Bank of Annapolis, a body corporate, of the second part, all of the State of Maryland, Witnesseth:

Whereas the said parties of the first part have this day received by way of loan an advance of Thirty six hundred dollars from the said Farmers National Bank, for the proper payment whereof two years after date the said parties of the first part have passed to the said Farmers National Bank their joint promissory note of even date herewith for the payment of the sum of Thirty six hundred dollars with interest thereon at the rate of six per centum

per annum, payable quarterly for the first year and the sum of Two hundred and fifty dollars on account of said principal sum and interest payable quarterly for the second year. The said parties of the second part to have the right and privilege of making larger payments on said principal at any interest due date.

And Whereas the execution of these presents to secure the payment of the aforesaid promissory note was a condition precedent to said loan.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors Gertrude K. Peterson and Philip Peterson, her husband, do grant and convey unto the said Mortgagee Farmers National Bank of Annapolis its successors and assigns, in fee simple, all those lots or parcels of ground situate and lying in the Second Election District of Anne Arundel County, aforesaid, and described as follows: (1) All those lots of ground situate on the Northeast shore of South River at Edgewater, being all of the lots designated as Numbers 18 and 21 on the plat of Edgewater recorded among the Plat Records of Anne Arundel County in Plat Book G. W. No. 1 Section 1, folio 56, said lots having an aggregate frontage of 567 feet, more or less, with an irregular depth and being the same property which was conveyed to the said Gertrude K. Peterson by 2 deeds - one from Susie C. Harrison and James T. Harrison her husband, dated December 26, 1917 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 147 folio 44, and the other from Charles H. Stanley Jr. dated August 26, 1920 and recorded among the aforesaid Land Records in Liber W. N. W. No. 22 folio 319, with a right of way over a 20 foot road leading from the property hereby conveyed to the State Road. Except so much which was conveyed by the said Gertrude K. Peterson and husband by 2 deeds to wit: one to the State of Maryland use of the State Roads Commission dated July 18, 1932 and recorded among the aforesaid Land Records in Liber F. S. R. No. 98 folio 317, and therein more fully described, and the other to William H. Evans by deed dated October 2, 1936 and recorded among the aforesaid Land Records in Liber F. A. M. No. 154 folio 536.

(2) All of the balance of Lot Number 19 situate on the Southeast side of the relocated State Road leading to the new South River Bridge, it being the intent and purpose to convey all of the balance of Lot Number 19 on the plat of Edgewater with the use in common of the rights of way leading from said property to the old South river bridge as laid down on the aforesaid plat and being the same property which was conveyed to the said Gertrude K. Peterson by William H. Evans and wife by deed dated October 2, 1936 and recorded among the aforesaid Land Records in Liber F. A. M. No. 154, folio 537.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee the Farmers National Bank its successors and assigns, forever, in fee simple.

PROVIDED, that if the said Mortgagors their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Thirty six hundred Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and

charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, together with all liens of whatever kind against said property the said parties of the first part for themselves and for their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee the Farmers National Bank its successors or assigns, or R. Tilghman Brice lll and M. Clare M. Green its or their Attorneys or Agents, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of _____ dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee its successors and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves and for their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commissions the said Mortgagors for thenselves and for their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee its successors or assigns, or R. Tilghman Brice lll and M. Clare M. Green their said Attorneys 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 in-

sured 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 Thirty six hundred Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee its successors and assigns.

WITNESS the hands and seals of the said Mortgagors.

Test: Gertrude K. Peterson (Seal)

Myrtle Sturm. Philip Peterson (Seal)

STATE OF MARYLAND, Anne Arundel County, to wit:

I Hereby Certify, that on this 8" day of March 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 Gertrude K. Peterson and Philip Peterson, her husband, 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 the Cashier and agent of the Farmers National the within named Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also as such Cashier and agent of said mortgagee authorized to make this affidavit.

Witness my hand and seal Notarial,

(NOTARIAL SEAL) Myrtle Sturm,

Notary Public.

Assignment

FOR VALUE RECEIVED, The Farmers National Bank of Annapolis hereby assigns the within mortgage and the debt secured thereby to R. Tilghman Brice, lll, Attorney, for the purpose of foreclosure.

WITNESS the corporate name of The Farmers National Bank of Annapolis by Cary L. Meredith, its President, and its corporate seal attested by Daniel H. Nichols, its Cashier this first day of October in the year nineteen hundred and forty-one.

Daniel H. Nichols (CORPORATE SEAL) The Farmers National Bank of Annapolis

Cashier. By: Carey L. Meredith, President.

Received for Record 2 day of Oct. 1941, at 3-40 o'clock P.M. and the same day recorded in Liber F. A. M. No. 161, Fol 38, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Bond -- Filed & Approved Oct. 2" 1941, John H. Hopkins, 3rd., Clerk.

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, R. Tilghman Brice, lll, of 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 FIVE THOUSAND ($5,000.00) 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 first day of October in the year of our Lord nineteen hun-

dred and forty-one.

WHEREAS, the above bounden R. Tilghman Brice, 111, by virtue of a power contained in a mortgage from Gertrude K. Peterson and Philip Peterson, her husband, to The Farmers National Bank of Annapolis, dated March 8, 1937, and recorded in Liber F. A. M. No. 161 folio 36 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 — R. Tilghman Brice, 111 (Seal)

in the presence of (CORPORATE SEAL) — MARYLAND CASUALTY COMPANY

Beatrice A. Velenovsky — Per Chas. F. Lee of

Attest: _____ — Chas. F. Lee & Co.,Agents.

Filed Oct. 2nd., 1941.

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF GERTRUDE K. PETERSON PHILIP PETERSON, HER HUSBAND. — No. 8262 Equity In the Circuit Court for Anne Arundel County.

STATEMENT OF THE FARMERS NATIONAL BANK OF ANNAPOLIS, -- Filed Nov. 17" 1941.

Statement Amount due the Farmers National Bank of Annapolis.

In full, balance due mortgage dated March 8, 1937, recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 161, folio 36, from Gertrude K. Peterson and husband, to The Farmers National Bank of Annapolis	$3,000.00
Plus:	
Interest from March 8, 1940, at 6% per annum. to day of sale	
W. H. M. Smith Agency, fire insurance premium	94.61

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this 18th day of November in the year nineteen hundred and forty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared DANIEL H. NICHOLS, Cashier of The Farmers National Bank of Annapolis, Mortgagee, and made oath in due form of law that there is due and owing by the said Gertrude K. Peterson and Philip Peterson, her husband, the sum of Three Thousand ($3,000.00) Dollars, plus interest thereon from the eighth day of March , 1940, plus fire insurance premium in the amount of $94.61, on the above entitled mortgage debt 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.

Filed Nov. 17" 1941.

Report of Sale -- Filed Nov. 21st., 1941.

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 18, 1941, 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 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 18, 1941, at 10:30 o'clock A.M., that being the time and place advertised for said sale, and did then and there offer said property to sale at public auction as follows:

(1) All that portion of Lot No. 21 and Lot No. 19 as shown on the Plat of "Edgewater", Second Election District of Anne Arundel County, State of Maryland, situate on the Southeast side of the relocated State Road leading to the new South River Bridge, together with the improvements thereon, and sold the same at and for the sum of Three Thousand ($3,000.00) Dollars, to Steve Foundas, 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;

(2) Portion of Lot No. 21 and Lot No. 18 as shown on the Plat of "Edgewater", second Election District of Anne Arundel County, Maryland, situate on the Northwest side of the relocated State Road leading to the new South River Bridge, together with the right of way therefrom leading to the relocated State Road leading to the new South River Bridge, and sold the same at and for the sum of Three Thousand Seven Hundred Fifty ($3,750.00) Dollars to William H. Evans and Mary Evans, his wife, they being then and there the highest bidders 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 18th day of November in the year nineteen hundred and forty-one, 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.

Assignee's Sale of valuable Improved Property and Unimproved Waterfront Property

By virtue of the power of sale contained in a mortgage from Gertrude K. Peterson and Philip Peterson, her husband, to The Farmers National Bank of Annapolis, dated the 8th day of March,

1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 161, folio 36, 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, November 18, 1941 at 10:30 o'clock A. M., the following property, situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and described as follows:

First-- All those lots, pieces or parcels of ground situate on the northeast shore of South River at Edgewater, being all of the lots designated as Lots Numbers 18 and 21 and that portion of Lot Number 19 situate on the southeast side of the relocated State Road leading to the new South River Bridge, as shown on the Plat of Edgewater, recorded among the Plat Records of Anne Arundel County in Plat Book G. W. No. 1, Section 1, folio 56. Being the same property conveyed to the said Gertrude K. Peterson by the following deeds. (1) From Susie C. Harrison and husband dated December 26, 1917, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 147, folio 44. (2) From Charles H. Stanley, Jr., dated August 26, 1920, and recorded among the aforesaid Land Records in Liber W. N. W. No. 22, folio 319. (3) From William H. Evans and wife, deed dated October 2, 1936, and recorded as aforesaid in Liber F. A. M. No. 154, folio 537. Saving and excepting therefrom so much of said property as was conveyed by the following deeds: (1) To the State of Maryland, use of the State Roads Commission, dated July 18, 1932, and recorded among the aforesaid Land Records in Liber F. S. R. No. 98, folio 317, and therein more fully described. (2) To William H. Evans by deed dated October 2, 1936, and recorded among the aforesaid Land Records in Liber F. A. M. No. 154, folio 536.

The above mentioned property will be offered for sale in two parcels as follows:

(1) That portion of Lot No. 21 and Lot No. 19 as aforesaid, situated on the southeast side of the relocated State Road leading to the new South River Bridge, together with the rights of ways appertaining thereto. This parcel being improved by a two-story frame dwelling, containing five bedrooms, living room, kitchen, sun-porch used as a dining room, bathroom, and garage in the basement.

(2) The second portion being that portion of Lot 21 and Lot No. 18, as shown on the aforesaid plat of "Edgewater", lying on the northwest side of the relocated State Road leading to the new South River Bridge, together with the right of way therefrom leading to the relocated State Road leading to the new South River Bridge. This parcel has 353 feet, more or less, of desirable waterfront on South River.

TERMS OF SALE: A deposit of ten (10) per cent of the purchase price 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 the 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.

Filed Nov. 21st.,1941.

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, State of

Maryland, on Tuesday, November 18, 1941, at 10:30 o'clock A. M., to Steve Foundas at and for the sum of Three Thousand ($3,000.00) Dollars, the said Steve Foundas being then and there the highest bidder for the said property.

George W. Scible, Auctioneer.

Purchaser's Agreement.

I HEREBY CERTIFY, That I have this day purchased the property firstly 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.

Steve Foundas, Purchaser.

Auctioneer's Certificate

I HEREBY CERTIFY, That I have this day sold the property secondly described on the reverse side of this handbill at the Court House Door in the City of Annapolis, State of Maryland, on Tuesday, November 18, 1941, at 10:30 o'clock, A. M., to William H. Evans and Mary Evans, his wife, at and for the sum of Three Thousand Seven Hundred Fifty ($3,750.00) Dollars, the said William H. Evans and Mary Evans, his wife, being then and there the highest bidders for the said property.

George W. Scible, Auctioneer.

Purchaser's Agreement.

I HEREBY CERTIFY, that I have this day purchased the property secondly described on the reverse side of this handbill at and for the sum of Three Thousand Seven Hundred Fifty ($3,750.00) Dollars, and agree to comply with the terms of sale.

William H. Evans, Purchaser.

Filed Nov. 21st. 1941.

ORDER NISI.

Ordered, this 21st., day of November, 1941; That the sale of the property 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 23rd., 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 23rd., day of December next.

The report states that the amount of sales to be $6,750.00.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

The Capital-Gazette Press, Inc,
Annapolis, Md., December 24, 1941

We hereby certify, that the annexed Order Nisi - Sale - Equity 8262 Gertrude K. Peterson was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of December, 1941. The first insertion being made the 27th day of November, 1941.

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

ORDER.

ORDERED BY THE COURT, This 24th day of December, 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.

Filed Dec. 24, 1941.

Auditor's Report and Account -- Filed August 5th 1942

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 Gertrude K. Peterson and husband in ac. with R. Tilghman Brice, 111, Assignee

To Assignee for commissions	$	$ 233.99
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	14.20	
Auditor	13.50	37.70
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	45.00	
Capital-Gazette Press - handbills	5.50	
Capital-Gazette Press - Order Nisi (R.S.)	5.00	
Capital-Gazette Press - " " (this acct.)	5.00	
George W. Scible - auctioneer	31.00	
C. F. Lee & Co. - bond premium	20.00	
Beatrice A. Velenovsky - notary fees	2.00	
One-half Federal revenue stamps (Foundas)	1.65	
One-half State revenue stamps "	1.50	
One-half Federal revenue stamps (Evans)	2.20	
One-half State revenue stamps "	1.85	
Clerk of Court - recording assignment	.75	121.45
To Assignee for Taxes, viz:		
1940 State & County taxes (.86 acres)	79.34	
1941 " " " " ($73.89 -adj.)	65.19	
1940 " " " " (Lot 19)	7.08	
1941 " " " " ($6.61 - adj)	5.83	157.44
To Assignee for Additional Expenses, viz:		
Clerk of Court - court costs in #3772		
Equity - Cadle vs. Peterson		37.90

To Philip Peterson, Admr. of Gertrude K. Peterson - administration expenses and claims filed in Orphans Court of Anne Arundel County, as per Order of Court of July 28, 1942		$	$ 350.01
To Farmers National Bank of Annapolis, mortgagee - in full for mortgage claim		3,307.50	3,357.11
Interest, as per order of 8/3/42		49.61	
To Hutzler Bros. Co. - in full for judgment claim filed as follows:			
Debt	$41.21		
Int. to 7/19/42	4.51		
Court costs	2.90		
Recording order	.25		48.87
To Philip Peterson - net proceeds of sale, as per order of Court of 7/28/42		2,473.92	
		$6,818.39	

Cr. Nov. 18, 1941.	Proceeds of sale to S. Foundas			$3,000.00
	Interest on deferred payment			22.05
	Refund fire insurance premium ($24.75 - adj.)			18.78
				3,040.83
	Proceeds of sale to W.H.Evans and wife	$3,750.00		
	Interest on deferred payment	27.56		3,777.56
				$6,818.39

ORDER NISI.

ORDERED, This 5" day of August, 1942, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 7th day of 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 7 day of September next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication.

The Capital-Gazette Press, Inc.
Annapolis, Md., September 4, 1942.

We hereby certify, that the annexed Order Nisi - Gertrude K. Peterson 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 7 day of September, 1942. The first insertion being made the 6 day of August, 1942.

The Capital-Gazette Press, Inc.
By Anne Bennett

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd day of September, 1942, 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.

Filed September 3rd., 1942.

Louis J. Jira, Attorney and Assignee	:	No. 8298 Equity.
vs.	:	In the Circuit Court for
Fred Mullauer and Anne Mullauer, his wife.	:	Anne Arundel County.

ORDER TO DOCKET SUIT -- Filed Jan. 19" 1942.

Mr. Clerk:

Please docket the above entitled suit, and file Plaintiff's Exhibits Nos. 1, 2 and 3, respectively.

Powell Vickers

PLAINTIFF'S EXHIBIT No. 1 -- Filed Jan. 19th 1942.

THIS MORTGAGE, made this 10th day of August in the year one thousand nine hundred and twenty-five by and between Fred Mullauer and Anna Mullauer his wife, of the county of Baltimore, in the State of Maryland, Mortgagors and the Pokrok Building and Loan Association of Baltimore City, Incorporated, a body corporate, duly incorporated, Mortgagee.
Whereas the said Mortgagors being a members of the said body corporate, have received therefrom an advance of Thirty five hundred Dollars on thirty five shares of its stock, the due execution of this mortgage having been a condition precedent to the granting of said advance.

Now, Therefore This Mortgage witnesseth: - That in consideration of the premises and of One Dollar, the said Fred Mullauer and Anna Mullauer, his wife, do grant unto the Pokrok Building and Loan Association of Baltimore City, Incorporated, and its assigns, all that ____ of ground situate and lying in the County and State aforesaid, and described as follows:

Being all that lot of ground binding in the east side of the County Road southerly from Sixth Street Road fronting on said first mentioned Road sixty four feet and nine inches with an even with for depth of one hundred and seventy eight feet and eight inches having for its northern boundary line of Lot No. 16; the lot or parcel of ground hereby granted and conveyed being and comprising the two lots, known and designated as Lot No. 19 and Lot No. 20, as shown on Plat #3 of F. S. Nixdorff filed among the Land Records of Anne Arundel County in Plat Liber G. W. No. 1, folio 151.

Being the same lot of ground described in a deed from Bertie Nixdorff and husband to the above named Grantors dated July 1st 1920, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 27 folio 416.

It is understood and agreed that upon transfer of the property herein, without the consent of the mortgagee, the whole of the mortgage indebtedness or so much thereof as may remain unpaid shall become due, payable and demandable.

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 Pokrok Building and Loan Association of Baltimore City, Incorporated, its successors and 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 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 ___ as dues, and twelve cents as interest upon each of said thirty five shares of stock, and to continue such payments until the said thirty 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 mortgage debt hereby secured may become liable when payable, 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 assign, may retain possession of the mortgaged property.

And is shall be lawful for the said mortgagee, its successors and assigns, Louis J. Jira, its Attorney or Agent, at any time after default in any of the conditions of the Mortgage shall have continued for four weeks, to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the manner following, viz-upon giving twenty day's notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County and such other notice as by the said Mortgagee, 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 dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virture of a decree of 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 wheoever may be entitled to the same.

Witness the hands and seals of the said Mortgagors.

Test: Fred Mullauer (Seal)

Louis J. Jira Monia Muller (Seal)

Anna Mullauer (Seal)

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

I hereby certify that on this 10th day of August in the year one thousand nine hundred and twenty five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Fred Mullauer and Anna Mullauer, 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 Karel Dobihal 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.

In Testimony Whereof I hereunto set my hand and Notarial Seal.

(NOTARIAL SEAL) William Henry Schaefer

Notary Public

Recorded 12th August 1925 at 9 A.M.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that the aforegoing Mortgage was truly taken and copied from Liber W. M. B. No. 8 folio 381. 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 9th. day of January A.D. 1942.

(COURT SEAL) JOHN H. HOPKINS, 3rd., Clerk.

Filed Jan. 19" 1942.

Louis J. Jira, Attorney and Assignee — No. 8298 Equity.

vs. — In the Circuit Court for

Fred Mullauer and Anne Mullauer, his wife — Anne Arundel County.

AFFIDAVIT AS TO NON-MILITARY SERVICE PLAINTIFF'S EXHIBIT No. 3 --Filed Jan. 19" 1942.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 15th day of January, in the year one thousand, nine hundred and forty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared LOUIS J. JIRA, Attorney and Assignee in the above captioned case, and made oath in due form of law that neither of the above entitled Defendants is in the Military Service of the United States.

AS WITNESS, my hand and notarial seal.

(NOTARIAL SEAL) William H. Schaefer

Notary Public.

Filed Jan. 19" 1942.

STATEMENT OF MORTGAGE CLAIM -- Filed Jan. 19" 1942.

Amount of Principal Mortgage Debt - August 3, 1925	$3,500.00
Advanced for Taxes, Repairs, etc.	1,529.59
	$5,029.59
Paid on Account of Principal	632.15
	$4,397.44

Credit Rents Collected	$1,551.25
	$2,846.19
Interest from December 19, 1932, to January 15, 1942	1,684.80
Balance due - Jan. 15, 1942	$4,530.99

Test:

Louis Jira _____

"Pokrok" Building and Loan Association
of Baltimore City, Incorporated,
By Emanuel Slapak, Secretary.

State of Maryland, Baltimore City, to wit:

I HEREBY CERTIFY, that on this 16th day of January, in the year one thousand, nine hundred and forty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared EMANUEL E. SLAPAK, the Secretary of the "POKROK BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, INCORPORATED, and made oath that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in said cause, now remaining due and unpaid.

AS WITNESS, my hand and notarial seal.

(NOTARIAL SEAL) William H. Schaefer
Notary Public.

Filed Jan. 19" 1942.

Bond --Filed & Approved Jan. 19" 1942, ---John H. Hopkins, 3rd., Clerk.

KNOW ALL MEN BY THESE PRESENTS: That we, Louis J. Jira, 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 One Thousand and 00/100 Dollars ($1,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 15th day of January, in the year of our Lord, nineteen hundred and forty-two.

WHEREAS, the above bounden Louis J. Jira, Assignee by virtue of the power contained in a mortgage from Fred Mullauer, Jr. and Anna M. Mullauer, his wife to Pokrok Building and Loan Association bearing date the 10th day of August, 1925 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 138 Folio 381 and Louis J. Jira, 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 Louis J. Jira, 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 Powell Vickers, W. E. Moore, Ass't Secretary — (CORPORATE SEAL) — Louis J. Jira (Seal); United States Fidelity and Guaranty Company, By Chas. L. Phillips, Vice President

Filed Jan. 19" 1942.

PLAINTIFF'S EXHIBIT No. 2 -- Filed Jan. 19" 1942.

THIS ASSIGNMENT, Made this 12th day of January, in the year one thousand nine hundred and forty-two, by and between THE POKROK BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, INCORPORATED, a body corporate existing under the Laws of the State of Maryland, party of the first part; and LOUIS J. JIRA, Assignee as hereinafter set forth, of Baltimore City, party of the second part.

WITNESSETH - That in consideration of the sum of One Dime and other good and valuable considerations, the said party of the first part does hereby assign unto the said party of the second part, for the purposes of foreclosure, all that Mortgage from Fred Mullauer and Anna Mullauer, his wife, to the party of the first part hereto, dated August 10th, 1925, and duly recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 8, folio 381.

AS WITNESS: the signature of the said body corporate by the hand of CHARLES DOBIHAL, its President and its corporate seal hereto affixed.

Test: Emanuel Slapak, Secretary — (CORPORATE SEAL) — THE POKROK BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, INCORPORATED, By Charles Dobihal, President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 12th day of January, in the year one thousand nine hundred and forty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, the undersigned Officer, personally appeared CHARLES DOBIHAL, and acknowledged himself to be the President of THE POKROK BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, INCORPORATED, a corporation, and that he, as such President, being duly authorized so to do, executed the aforegoing instrument for the purposes therein contained by signing the name of the corporation by himself, as President, and further acknowledged the within Assignment of Mortgage to be the act of said body corporate.

AS WITNESS: my hand and notarial seal.

(NOTARIAL SEAL) William H.Schaefer, Notary Public.

My Commission expires May 3, 1943.

Filed Jan. 19" 1942.

Louis J. Jira, Attorney and Assignee — No. 8298 Equity

vs. — In the Circuit Court for

Fred Mullauer and Anna Mullauer, his wife — Anne Arundel County.

REPORT OF SALE -- Filed Feby. 27" 1942.

THE Report of Sale of Louis J. Jira, Attorney and Assignee, made in the exercise of the power and authority vested in him by virtue of the Mortgage from Fred Mullauer and Anna

Mullauer, his wife, to the "Pokrok" Building and Loan Association of Baltimore City, Incorporated, dated August 10, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 8, Folio 381, etc., and filed in the above entitled cause, respectfully shows:

THAT default having occurred in said Mortgage, and after having given bond with security for the faithful performance of his trust, which was duly approved, and after having complied with all other pre-requisites as required by law, and giving notice of the time, place, manner and terms of sale by advertisements inserted in "The Maryland Gazette", a newspaper published in Anne Arundel County, for more than twenty days before the sale, he did, pursuant to said notice, attend at the Court House door at Annapolis, Maryland, on Tuesday, February 17, 1942, at twelve o'clock noon, and then and there proceeded to sell the property described in said Mortgage, that is to say:

THE undersigned offered at public sale, to the highest bidder, the property mentioned in said Mortgage, being all that lot and parcel of ground on the east side of the county road known as Church Street, southerly from Sixth Street Road, near Curtis Bay, in Anne Arundel County, Maryland, and more particularly described and referred to in the advertisement of sale, a copy of which is hereto attached and made a part hereof, and did then and there sell the fee simple property described in said advertisement of sale unto the "POKROK" BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, INCORPORATED, at and for the sum of TWO THOUSAND DOLLARS ($2,00.00), it being the highest bidder therefor.

WHEREFORE it is prayed that the above sale be ratified and confirmed after the expiration of the usual order nisi thereon.

ALL of which is respectfully submitted.

Louis J. Jira,

Attorney and Assignee

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 26th day of February, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared LOUIS J. JIRA, Attorney and Assignee, and 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 reported was fairly made.

AS WITNESS - my hand and notarial seal.

(NOTARIAL SEAL) William H. Schaefer

Notary Public.

Advertisement of Sale -- Powell Vickers, Solicitor, 215 E. Fayette St., Baltimore,Md.

ATTORNEY AND ASSIGNEE'S SALE of valuable Fee-Simple Property

Situate on the East Side of the County Road known as Church Street, Southerly from Sixth Street Road, near Curtis Bay, in Anne Arundel County.

Improved by a bungalow house and outhouses.

Under and by virtue of the power and authority contained in a mortgage from Fred Mullauer and Anna Mullauer, his wife, to the Pokrok Building and Loan Association of Baltimore City, Incorporated, dated August 10, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 8, folio 381, etc., (default having occurred thereunder), and being assign-

ed to Louis J. Jira, the undersigned, attorney named in said mortgage and assignee, as aforesaid, will offer at public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, February 17, 1942 at 12 o'clock noon, all that lot and parcel of ground situate and lying in Anne Arundel County, and described as follows:

Being all that lot of ground binding on the east side of the county road southerly from Sixth Street Road, fronting on said first mentioned road sixty-four feet and nine inches, with an even width for depth of one hundred seventy-eight feet and eight inches; having for its northern boundary line of Lot No. 16; the lot or parcel of ground hereby granted and conveyed being and comprising the two lots known and designated as Lot No. 19 and Lot No. 20, as shown on Plat No. 3 of F. S. Nixdorff, filed among the Land Records of Anne Arundel County in Plat Liber G. W. No. 1, folio 151.

Being the same property which was conveyed to the said mortgagors by a deed from Bertie Nixdorff and husband, dated July 1, 1920, and recorded among said Land Records in Liber W.N.W. No. 27, folio 416, etc.

TERMS OF SALE: One-third cash, balance in sixty days; or all cash, as the purchaser may elect at the time and place of sale; credit payment to bear interest from day of sale, and to be secured to the satisfaction of the undersigned, attorney and assignee. A cash deposit of $300.00 will be required of purchaser at the time and place of sale. Taxes and all other expenses, including metropolitan charges, if any, to be adjusted to day of sale.

Louis J. Jira,

Attorney and Assignee.

E. T. Newell & Co., Inc.,

Auctioneers, Baltimore, Maryland.

ORDER NISI.

Ordered, this 27th., day of February, 1942, That the sale of the property mentioned in these proceedings, made and reported by Louis J. Jira, Attorney and Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 30th., 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 30th., day of March next.

The report states that the amount of sales to be $2,000.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

The Capital-Gazette Press, Inc.

Annapolis, Md., March 31, 1942

We hereby certify, that the annexed Order Nisi Eq. 8298 - Fred Mullauer - 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 March, 1942. The first insertion being made the 5th day of March, 1942.

THE CAPITAL-GAZETTE PRESS, Inc.

By Dorothy Kunsman

ORDER

ORDERED BY THE COURT, This 31st day of March, 1942 that the sale made and reported by the Attorney & 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 Attorney & Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Filed March 31st, 1942.

Auditor's Report and Account -- Filed May 29th.1942.

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 within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Louis J. Jira, Attorney and Assignee, vs. Fred Mullauer No. 8298 Equity in ac. with Louis J. Jira, Attorney and Assignee.

To Attorney for fee	$ 100.00	$
To Attorney for commissions	93.30	193.30
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 order nisi on	30.00	
Capital-Gazette Press - report of sale order nisi on	5.00	
Capital-Gazette Press - auditor's acct. bond	5.00	
Riggs, Rossman & Hunter, Inc. - premium	10.00	
E. T. Newell & Co. - auctioneer	15.00	
Clerk of Court - certified copy mortgage	2.50	
Clerk of Court - recording assignment	1.50	
Wm. H. Schaefer - notary fees	.75	
One-half Federal revenue stamps	1.10	
One-half State revenue stamps	1.00	71.85
To Attorney for Taxes, viz:		
1941 State and County taxes	78.09	
1942 State and County taxes (adj.)	8.99	87.08
To "Pokrok" Building & Loan Ass'n of Baltimore City, Inc., mortgagee - this balance on account mortgage claim		1,625.02
		$2,010.00

Amount of mortgage claim filed	$4,530.99
Cr. Amount allowed as above	1,625.02
Balance subject to decree in personam	$2,905.97

Cr. Feb. 17, 1942	Proceeds of Sale		$2,000.00
	Interest on deferred payment		10.00
			$2,010.00

ORDER NISI.

ORDERED, This 29th day of May, 1942, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 30th., day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th., day of June next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., July 15, 1942.

We hereby certify, that the annexed Order Nisi - Equity #8298 - Jira vs. Fred Mullauer & 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 30th day of June, 1942. The first insertion being made the 4th day of June, 1942.

The Capital-Gazette Press, Inc.

By D. Balderston

ORDER

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of January, 1943, 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, C.J.

Filed Jan. 4th., 1943.

In the Matter of the Petition of Joseph Louis Szyszkowski and Marie Szyszkowski (also known as Mary Szyszkowski)	:	No. 8310 Equity In the Circuit Court for Anne Arundel County.

PETITION -- Filed Feby. 17" 1942.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Joseph Louis Szyszkowski and Marie Szyszkowski (also known as Mary Szyszkowski) respectfully shows as follows:

(1). That your Petitioners are citizens of the United States, residing on Sycamore Road in Linthicum Heights, in the Fifth Election District of Anne Arundel County, Maryland.

(2). That your Petitioners are brother and sister, the said Joseph Louis Szyszkowski having been born on August 23rd, 1915 in Detroit, Michigan, and the said Marie Szyszkowski (also known as Mary Szyszkowski) having been born on July 30th, 1918 at #1937 Fleet Street, Baltimore, Maryland.

(3). That Your Petitioners desire that their names be changed as follows:

a. From Joseph Louis Szyszkowski to Joseph Louis Sisk.

b. From Marie Szyszkowski (also known as Mary Szyszkowski) to Marie Sisk.

(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 the names now born by your Petitioners give rise to considerable confusion through difficulties in spelling and pronunciation.

Your Petitioners therefore pray that their names may be changed as above set forth.

And as in duty bound, etc.

Nathan Posner
J. Oliver Clark
Solicitors for Petitioners.

Joseph Louis Szyszkowski
Marie Szyszkowski, (also known as Mary Szyszkowski)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 14th day of February, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Joseph Louis Szyszkowski and Marie Szyszkowski (also known as Mary Szyszkowski), 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) Mildred A. Elliott
Notary Public.

D E C R E E E

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 19th day of February, 1942, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed that the names of Joseph Louis Szyszkowski and Marie Szyszkowski (also known as Mary Szyszkowski) be and are hereby changed to Joseph Louis Sisk and Marie Sisk, 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.

Filed Feby. 19" 1942.

Thos. Chas. Williams	:	No. 4196 Equity.
VS.	:	In the Circuit Court for
R. Jennie Speers.	:	Anne Arundel County.

Mr. Clerk:

Please docket the above entitled case.

Thos. Chas. Williams
Solicitor for Plaintiff

Plaintiff's Exhibit "A" -- Filed April 16, 1917.

This Mortgage, Made this fifth day of February in the year one thousand nine hundred and fifteen by and between R. Jennie Speers, Mortgagor, of the County of Anne Arundel in the State of Maryland, of the first part, and Rosina M. Keene, Mortgagee, of the City of Baltimore, State of Maryland, of the second part

Whereas the said R. Jennie Speers is indebted unto the said Rosina M. Keene, in the just sum of Fifty dollars and interest, and for the payment of same she has passed her promissory note of even date herewith for said amount; and to better secure the payment of this note this mortgage is executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of one Dollar, the said R. Jennie Speers, doth grant and assign unto Rosina M. Keene, her executors, administrators and assigns, all that parcel of ground situate and lying in the Anne Arundel County aforesaid, and described as follows, to wit: --Beginning for the same on the east edge of the Jumper hole Road at the place of beginning of land conveyed by Eli Yates Rease and others to Charles R. Stewart, and running binding on the first line of said land south sixty four degrees east thirty perches to a stone; thence leaving the lines of said land running to include the church lot north twenty-five degrees east thirty two perches to a stake; thence north sixty four degrees west thirty perches to a stake on the east edge of the aforesaid road; thence binding on said road south twenty-five degrees west thirty two perches to the place of beginning. Containing 5 acres more or less, clear and exclusive of the aforesaid church lot; being a part of a 10 acre tract conveyed unto the said R. Jennie Speers by Sarah E. Wade, by a deed dated the 12th day of July, 1901, and recorded in Liber G. W. on the 26th day of February 1903, Liber G. W. #29, Folio 119 one of the Land Records of Anne Arundel County.

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

To have and to hold the said lot or parcel of ground, with the improvements and appurtenances aforesaid unto the said Rosina M. Keene, her heirs and assigns, forever, _____ executors, administrators and assigns for all the residue of the term of years yet to come

and unexpired therein, with the benefit of renewal thereof from time to time forever, subject to the payment of the annual rent.

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

And the said R. Jennie Speers, doth hereby declare her assent to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court No. Two of Baltimore City, for a sale of the property hereby mortgaged, in accordance with Chapter 123, Section 720 to 732 inclusive, of the Laws of Maryland, passed at the January session in the year 1898, or any supplements or additions thereto. And in case of any default being made in the payment of the aforesaid mortgage debt, principal or interest, in whole or in part at the time or times limited and mentioned for the payment of the same as aforesaid, or in case any default being made in any covenant or conditions of this Mortgage, then the whole Mortgage debt hereby intended to be secured shall be deemed due and payable, and sale of said mortgaged property may be made by the trustee or trustees named in such decree as may be passed, as aforesaid, for the sale of said property; or upon any such default, as aforesaid, a sale may be made by the said party of the second part her executors, administrators or assigns, or by Reginald Keene, her Attorney, or Agent, under Article LXVI, Sections 6 to 10 inclusive, of the Maryland Code, (1904) Public General Laws, or under any other General or Local Laws of the State of Maryland, relating to Mortgages. And upon any sale of said property, under the powers hereby granted, the proceeds shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale including a commission to the party making sale of said property equal to the commission usually allowed trustees for making sale of similar property by virtue of a decree of a Court having equity Jurisdiction in the State of Maryland, and a reasonable attorney's fee to the attorney instituting or conducting the foreclosure proceedings; second, to the extinguishment of all claims of the party of the second part, her executors, administrators or assigns hereunder, whether the same shall have then matured or not; and, third, the balance, if any, to the said party of the first part her executors,administrators or assigns.

And it is agreed, that, until default be made in the premises, the said party of the first part her executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, the ground rent aforesaid, and all taxes, assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, and on the mortgage debt and interest, hereby secured; which taxes, ground rent, mortgaged debt and interest, public dues, charges and assessments, the said party of the first part covenants to pay when legally payable.

And the said party of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged property to the amount of at least Fifty dollars and to cause the policy to be effected thereon to be so framed or endorsed as in case of fire, to inure to the benefit of the said party of the second part to the extent of her lien or claim thereunder.

Witness the hand and seal of the said Mortgagor.

Test: Cyril W. Keene R. Jennie Speers (Seal)

State of Maryland, City of Baltimore, SS:

I hereby certify, that on this 5th day of February in the year one thousand nine hundred and fifteen before me, the subscriber, A Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared R. Jennie Speers the Mortgagor named in the forgoing Mortgage and she acknowledged the foregoing Mortgage to be her act. At the same time also appeared Rosina M. Keene and made oath in due form of law, that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

(NOTARIAL SEAL) Cyril W. Keene

Notary Public.

Baltimore, April ____, 1916

For Value received I hereby assign the within mtge to Thos. Chas. Williams

As witness my hand & Seal this ___ day of April, 1916

Cyril W. Keene (NOTARIAL SEAL) Rosina M. Keene (Seal)

Notary Public.

Received for Record 26 day of Oct 1942, at 3 o'clock P. M. and the same day recorded in Liber G. W. No. 117, Fol 168, Land Records of Anne Arundel County

John H. Hopkins, 3rd., Clerk.

Filed April 16, 1917.

Bond -- Filed & Approved this 15th day of May 1917, Geo. Wells, Clerk.

Know all men by these presents, that we Thomas Charles Williams, principal, and Eugene P. Childs and A. T. Brady sureties of Anne Arundel County, State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Five Hundred Dollars to be paid to the said State or its certain attorney, to which payment well and truly to be made, we bind our selves and each of us, our and each of our heirs, executors, administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this fifteenth day of May, in the year of our Lord one thousand nineteen hundred and seventeen.

Whereas the above bounden Thomas Charles Williams, as the assignee of the hereinafter described mortgage, and by virtue of the power contained in a certain mortgage from R.Jennie Speers to Rosina M. Keene bearing date of February 5" 1915, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 117 at folio 165 etc., which said mortgage is in default, and is filed in a proceeding entitled "Thomas Charles Williams VS. R. Jennie Speers, in the Circuit Court for Anne Arundel County, in Equity, is about in said proceedings to sell the property described in said mortgage.

Now the condition of the above obligation is such, that if the above bounden Thomas Charles Williams, do and shall well and truly abide by and perform 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, otherwise to be and remain in full force and virtue in law.

Signed sealed and delivered Thos. Chas. Williams (Seal)

in the presence of Eugene P. Childs (Seal)

F. Blanche Richardson A. T. Brady (Seal)

Filed May 15th 1917.

Statement of Mortgage Claim. -- Filed May 14, 1917

Mortgage debt	$50.00
Interest from April 12, 1916	3.00
Total	$53.00

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 12th day of May in the year nineteen hundred and seventeen before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Thos. Chas. Williams 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.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Grace L. Boehl

Notary Public.

Filed May 14th,1917.

REPORT OF SALE -- Filed May 16th., 1917.

To The Honorable Judge of The Circuit Court of Anne Arundel Co.

The Report of Sale of Thos. Chas. Williams, assignee of the mortgage filed in the above entitled case for the sale of fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his power as prescribed by said mortgage which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Advertiser Republican, a weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said assignee did pursuant to said notice on Tuesday the 15th day of May 1917 at 12 o'clock M., attend at the Court House door of Anne Arundel County and then and there sold all the following described property to the Equitable Mortgage Company, Inc., for Seventy-five Dollars ($75.00) cash.

Beginning for the same on the east edge of the Jumper Hole Road at the place of beginning of land conveyed by Eli Yates Rease and others to Charles R. Stewart, and running binding on the first line of said land south 64 degrees east 30 perches to a stone; thence leaving the lines of said land running to include the church lot north 25 degrees east 32 perches to a stake; thence north 64 degrees west 30 perches to a stake on the east edge of the aforesaid road; thence binding on said road south 25 degrees west 32 perches to the place of beginning.

Containing Five Acres, more or less, clear and exclusive of the aforesaid church lot.

Thos. Chas. Williams

Assignee of mortgage.

State of Maryland, City of Baltimore, Sct:

I hereby Certify, That on this 15th day of May, 1917, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Thos. Chas. Williams, assignee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Grace L. Boehl

Notary Public.

ORDER NISI.

Ordered, this 16 day of May 1917, That the sale of the property mentioned in these proceedings made and reported by Thomas Chas. Williams, Assignee Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 18 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 18 day of June next.

The report states the amount of sale to be $75.00

Geo. Wells, Clerk.

Certificate of Publication

Office of The Advertiser-Republican

Annapolis, Md., June 18th 1917.

I hereby certify that the annexed Order Nisi in the case of Thomas Chas Williams vs. R. Jennie Speers was published in The Advertiser-Republican a newspaper published in the City of Annapolis, once a week for three successive weeks before the 18th day of June, 1917. The first insertion being made the 17th day of May 1917.

W. M. Holladay, Publisher.
G. W. M.

ORDERED BY THE COURT, This 19 day of June 1917 that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Jas. R. Brashears _____

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Louis M. Strauss, Assignee : No. 8271 Equity.

Vs. : In the Circuit Court for

Wellington W. Sullivan, surviving mortgagor: Anne Arundel County.

Order to Docket Foreclosure -- Filed Nov. 5th 1941.

Mr. Clerk:

Please docket the above styled mortgage foreclosure suit and file the original mortgage filed herewith as Complainant's Exhibit No. 1 together with the assignment thereon.

Louis M. Strauss, Assignee.

I hereby certify and make oath that the Defendant in this case is not in the military service as defined in the Soldiers' and Sailors' Civil Relief Act of 1940.

Louis M. Strauss, Assignee

Subscribed and sworn before me this 15th day of November, 1941.

(_____) Josephine Sweeney,

Notary Public.

Complainants Exhibit"No. 1" and assignment thereon. -- Filed Nov. 5" 1941.

THIS MORTGAGE, made this 24th day of October, in the year Nineteen Hundred and thirty one by and between Wellington W. Sullivan and Virginia Sullivan, his wife, of the first part and Joseph S. Griscom and Catherine A. Griscom, his wife of the second part, all of Anne Arundel County in the State of Maryland, witnesseth:--

Whereas the said parties of the first part are fully indebted unto the said parties of the second part in the sum of Twenty-eight Hundred and fifty Dollars ($2850.00) being the balance due on the purchase price of the property hereafter 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 the amount of Twenty-eight Hundred and fifty Dollars ($2850.00), payable in five years with interest at six per cent (6%), interest payable every six months in advance, and a further payment of not less than One Hundred Dollars ($100.00) at each interest date on the the above note, the interest to be computed on the balance due on note; and to secure the above indebtedness have these presents executed.

And whereas, it was a condition precedent to the selling of said property that these should be executed for the purpose of securing the prompt payment of said note or renewal thereof or substitute therefor, at the time limited for the payment thereof.

It is hereby understood and agreed by the parties hereto that the said parties of the first part have the privilege of paying the said mortgage debt in full or any amount of the above promissory note in a sum not less than One Hundred Dollars ($100.00) at any interest-due period.

Now therefore this mortgage, WITNESSETH: -- that for and in consideration of the premises and the sum of One Dollar ($1.00) paid by the parties of the second part to the 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 tract of land situate and lying in the village of Eastport, in the Second Election District of Anne Arundel County, aforesaid containing fifty seven hundredths acres, more or less, being designated as Lot "H" on the plat and survey made by Harvey J. Clow, surveyor, December 1929 and described as follows: Beginning at a point four hundred sixty five and five tenths feet (465.5) from the intersection of Bay Ridge Road and Tyler Street, and running with said Tyler Street North 75 Degrees 18 minutes West for a distance of fifty two and one tenth feet (52.1); thence South 14 degrees forty two minutes West for a distance of four hundred ninety two feet (492); thence South seventy five degrees 18 mimutes east, fifty two and one tenth feet (52.1); thence North fourteen degrees forty two minutes East, four hundred ninety two feet (492) to the point of beginning; being a part of the land more particularly described among the land records of Anne Arundel County, in Liber G.W. 28 Folio 363.

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

To have and to hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of said 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 Twenty eight hundred and fifty Dollars ($2850.00) represented by the aforesaid promissory note, and all interest thereon accrued, when, and as the sum 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, assessments, public dues and charges or every kind levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes assessments, public dues and chargew, mortgage debt and interest, the said parties of the first part, for theirselves, 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 or 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 parties of the second part, their heirs, personal representatives, or assigns, or Roscoe C. Rowe, their attorney or agent, at any time after such default, to sell the property 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 or their heirs or assigns, and which shall be made in the manner following, viz:-- upon giving twenty days notice of the time, place and 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 event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale to apply; First, to the payment of all expenses incident to said sale, including a fee of twenty five dollars and a commission to the party making the sale of said property equal to the commission allowed trustees for making sales of property by virtue of a decree of a Court of Equity jurisdiction of the State of Maryland; Secondly, to the payment of all claims of the said mortgagees, 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 granted hereby; there shall be and become due by them to the parties 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 to trustees as commissions for making sales under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said costs, expenses and commissions the said the said mortgagors for their heirs, personal representatives, and assigns do hereby covenant to pay; and the said mortgagees, their heirs, personal representatives, or assigns, or Roscoe C. Rowe, 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 said expenses, costs and commissions, but such sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of such principal, costs, expenses and commission.

And the said party of the first part for themselves, their heirs 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 an amount of at least Two Thous- cause the policy to be affected thereon, to be so framed or endorsed as in ---------- and Dollars, and to/case of fire, to inure to the benefit of the said mortgagees Joseph S. Griscom and Catherine A. Griscom, his wife, 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, Joseph S. Griscom and Catherine A. Griscom, his wife, their personal representatives and assigns.

Witness the hands and seals of the said mortgagors.

Test: Wellington W. Sullivan (Seal)

Mary M. Munroe Virginia Sullivan (Seal)

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 24th day of October in the year Nineteen Hundred and thirty one, before me, a notary public for the State of Maryland, in and for the County aforesaid, personally appeared Wellington W. Sullivan and Virginia Sullivan, his wife, the mortgagors named in the aforegoing mortgage, and acknowledged the aforegoing mortgage to be their act.

At the same time also appeared Joseph S. Griscom and Catherine A. Griscom, his wife and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal.

(NOTARIAL SEAL) Mary M. Munroe,
Notary Public.

Filed Nov. 5" 1941.

Bond -- Filed & Approved this 27th day of November 1941. --John H. Hopkins, 3rd., Clerk.

KNOW ALL MEN BY THESE PRESENTS, That We, Louis M. Strauss, Assignee, as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N. Y. a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 27th day of November, Nineteen Hundred and Forty-one.

WHEREAS, by virtue of a power of sale contained in a mortgage from Wellington W. Sullivan and Virginia Sullivan, his wife, to Joseph S. Griscom and Catherine A. Griscom, his wife, bearing date on or about the 24th day of October Nineteen Hundred and Thirty-one, the said Louis M. Strauss, Assignee, is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Louis M. Strauss, Assignee, is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Louis M. Strauss, Assignee, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness:

Lina Johnson (CORPORATE SEAL)

Louis M. Strauss, (Seal)
Eagle Indemnity Company
By Benjamin Michaelson
Attorney-in-fact.

Filed Nov. 27" 1941.

Louis M. Strauss, Assignee
Vs.
Wellington W. Sullivan

No. 8271 Equity.
In the Circuit Court for
Anne Arundel County.

Report of Sale. -- Filed Nov, 28" 1941.

To the Honorable, the Judge of said Court:

The Report of Sale of Louis M. Strauss, Assignee for Catherine Griscom, respectfully shows:

That after giving bond for the faithful discharge of his duties, which said bond was duly approved, and having given notice of the time, place, manner and terms of said sale by advertisement inserted in the Evening Capital, a newspaper published in Annapolis, Anne Arundel County, Maryland, for more than twenty days preceding the day of sale, the said Louis M. Strauss, Assignee, did pursuant TO SAID NOTICE, ON Thursday, November 27, 1941 at eleven o'clock A. M., sell at public auction at the Court House Door at Annapolis, Anne Arundel County, Maryland, the property described in said mortgage and more fully described and set forth in the attached advertisement of sale, to Earl Lipchin and Mary Lipchin, his wife, at and for the sum of One Thousand Seven Hundred Dollars, he being the highest bidder then and there.

Louis M. Strauss,Assignee

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

This is to certify, that on this 28th day of November, 1941, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Louis M. Strauss, Assignee, in the above mentioned proceedings and mortgage, and made oath that the facts in the foregoing report of Sale are true as therein set forth, and that the sale, thereby reported was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Josephine Sweeney

Notary Public.

Advertisement of Sale -- Louis M. Strauss, Solicitor, Annapolis, Md.

Assignee's Sale of Valuable Real Estate and Improvements situated on Tyler Street, near the Village of Eastport.

Under and by virtue of the power and authority contained in a mortgage from Wellington W. Sullivan and Virginia Sullivan, his wife, to Joseph S. Griscom and Catherine A. Griscom, dated the 24th day of October, 1931, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 90, folio 201 (default having occurred thereunder) the undersigned, the assignee of said mortgage, will sell at public auction at the Court House Door, of Annapolis, Maryland, on Thursday, November 27, 1941 at 11 o'clock A. M. ALL THAT TRACT OF LAND situate and lying in the village of Eastport, in the Second Election District of Anne Arundel County, aforesaid containing fifty-seven hundredths acres, more or less, being designated as Lot "H" on the plat and survey made by Harvey J. Clow, surveyor, December, 1929, and described as follows:

BEGINNING at a point four hundred sixty-five and five-tenths feet (465.5) from the intersection of Bay Ridge Road and Tyler Street, and running with said Tyler Street, North 75 degrees 18 minutes West for a distance of fifty-two and one-tenth feet (52.1); thence South 14 degrees forty-two minutes West for a distance of four hundred ninety-two feet (492); thence South seventy-five degrees 18 minutes East, fifty-two and one-tenth feet (52.1); thence North fourteen degrees forty-two minutes East, four hundred ninety-two feet (492) to the point of beginning.

BEING a part of the land more particularly described among the Land Records of Anne Arundel County, in Liber G. W. No. 28, folio 363.

This property is improved by a two-story stucco dwelling with a basement and garage beneath the house with all modern conveniences therein in a select residential area.

TERMS OF SALE --A cash deposit of $500.00 will be required of the purchaser at the time of sale; the balance to be paid upon ratification of the sale by the Circuit Court for Anne Arundel County, Maryland. Taxes and all other expenses to be adjusted to the day of sale.

Louis M. Strauss, Assignee.

Certificate of Publication Annapolis, Md., November 28,1941.

We hereby certify, that the annexed Assignee's 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 27th day of November, 1941. The first insertion be-

ing made the 7th day of November, 1941.

The Capital-Gazette Press, Inc.
By Betty Duff Bennett.

ORDER NISI.

Ordered, this 28th day of November, 1941, That the sale of the property mentioned in these proceedings made and reported by Louis M. Strauss, Assignee Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 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 39th day of December next.

The report states that the amount of sales to be $1700.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., December 31, 1941.

We hereby certify, that the annexed Order Nisi - Sale - Equity #8271 - Wellington W. Sullivan - was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of December, 1941. The first insertion being made the 29th day of November, 1941.

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

ORDER.

ORDERED BY THE COURT, This 31st day of December, 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.

Filed Dec. 31, 1941.

Mortgage Statement -- Filed Dec. 31st., 1941.

Mortgage Statement between Wellington W. Sullivan and Catherine A. Griscom, surviving mortgagee and Louis M. Strauss, Assignee

To balance due on Mortgage dated October 24, 1931 ---------- $1,200.00
Interest on above sum from April 24, 1941 at 6 per cent per annum ————

To taxes paid by Mortgagee, 1940 $85.00
1941 Taxes open

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 30th day of December, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared, Louis M. Strauss, Agent and Attorney for Catherine A. Griscom, surviving mortgagee, and as Assignee made oath in due form of law that the above amount is a true and bona fide amount due under the mortgage herein named.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Josephine Sweeney

Filed Dec. 31st., 1941. Notary Public.

Auditor's Report and Account -- Filed January 30th., 1942.

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Louis M. Strauss, Assignee, vs. Wellington W. Sullivan, Surviving Mortgagor in ac. with Louis M. Strauss, Assignee.

To Assignee for fee	$ 25.00	
To Assignee for commissions	83.50	$ 108.50
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	12.40	
Auditor	9.00	31.40
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale order nisi on	24.75	
Capital-Gazette Press - report of sale order nisi on	5.00	
Capital-Gazette Press - auditor's acct.	5.00	
Clerk of Court - recording assignment	.75	
W. B. Elliott - auctioneer	12.00	
Eagle Indemnity Co. - bond premium	10.00	
Josephine Sweeney - notary fees	1.50	
One-half Federal revenue stamps	1.10	
One-half State revenue stamps	.85	60.95
TO Assignee for Taxes, viz:		
1940 State and County taxes	78.96	
1941 " " " ($66.38 - adj)	60.28	139.24
To Catherine A. Griscom, Surviving Mortgagee -		
in full for mortgage claim filed	1,200.00	
Interest from 4/24/41 to 11/27/41	42.60	1,242.60
To Wellington W. Sullivan, Surviving mortgagor - this balance		117.31
		$1,700.00

In pursuance of the order of Court dated Jan. 29, 1942, the above balance of $117.31, instead of being allowed to Wellington W. Sullivan, surviving mortgagor, is allowed to Rebecca Levy on account of her judgment claim in #36 Trials, April Term, 1940.

Laura R. Jickling, AUDITOR.

Cr. Nov. 27, 1941 Proceeds of Sale $1,700.00

ORDER NISI.

ORDERED, This 30th., day of January, 1942, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 3rd., day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd., day of March next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., March, 4, 1942.

We hereby certify, that the annexed Order Nisi No. 8271 Equity Louis M. Strauss, Assignee Wellington W. Sullivan 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 3rd day of March, 1942. The first insertion being made the 31st day of January, 1942.

The Capital-Gazette Press, Inc.

By Dorothy Kunsman

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of March, 1942, 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.

Filed January 30th., 1942.

Howard C. Bregel, Attorney, Assignee, : No. 8340 Equity.

vs. : In the Circuit Court for

The Venice Development Company : Anne Arundel County.

ORDER TO DOCKET SUIT. --- Filed April 15" 1942.

Mr. Clerk:

Please docket suit in the above entitled cause and file the within Petitioner's Exhibit No. 1.

Howard C. Bregel, Attorney.

PETITIONER'S EXHIBIT No. 1 -- Filed April 15" 1942.

THIS MORTGAGE MADE this 28th day of May Nineteen hundred and twenty-six, by and between THE VENICE DEVELOPMENT COMPANY, BODY CORPORATE, Mortgagor and THE REAL ESTATE TRUSTEE, INCORPORATED, body corporate of the State of Maryland, Mortgagee;

WHEREAS the said Mortgagee has this day loaned unto the said Mortgagor, the sum of TWENTY -FIVE THOUSAND DOLLARS, being for part purchase money for the property hereinafter describ-

ed and for which sum the said Mortgagor has made and passed unto the said Mortgagee, its promissory note of even date herewith and payable three years from its date with interest quarterly at the rate of six per cent per annum, principal and interest being payable in gold coin of the United States of present standard weight and fineness; with the right and privilege to the said Mortgagor at any time before default may have occurred hereunder, to have released from the operation and effect of this Mortgage such lots or portions of said land and for the amounts as per schedule and plat to be mutually agreed upon between the parties hereto; it having been a condition precedent to the making of said loan that the repayment thereof with interest as aforesaid be secured by the execution of these presents;

NOW, therefore, this Mortgage WITNESSETH, that in consideration of the premises and of the sum of one Dollar, the said The Venice Development Company doth grant and convey unto the said The Real Estate Trustee, Incorporated, its successors and assigns, all those tracts or parcels of land situate and lying in the Third District of Anne Arundel County in the State aforesaid and described as follows:--

The first being the whole tract of land as fully and particularly described in deed of November 1st, 1909, recorded among the Land Records of said County, in Liber G. W. No. 71, folio 476 &c., from George Browning and wife to Samuel C. Appleby; Save and excepting the two parcels of said land as excepted in and by said deed; containing, exclusive of said exceptions, about one hundred and thirty and three-quarters acres of land.

The second of said parcels of land hereby conveyed being one of said parcels of land excepted in said deed to said Appleby from said Browning and wife; and being the land conveyed to said Samuel C. Appleby from Columbus Kess et al., by deed of January 27th, 1910, recorded among the Land Records of Anne Arundel County, in Liber G. W. No. 74, folio 410, &c., containing about four acres of land.

BEING the same lots or parcels of land which by Deed bearing even date herewith and intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County were conveyed in fee simple by Clara T. Appleby to the said Mortgagor.

TOGETHER with the buildings and improvements thereupon made or being; and all and every the accretions, ponds, shores, waters, ways, roads, riparian rights, easements, rights, privileges and appurtenances to said land belonging or in anywise appertaining.

TO BE HELD by the said The Real Estate Trustee, Incorporated, its successors and assigns, forever in fee simple

PROVIDED, that if the said Mortgagor, its successors or assigns, shall well and truly pay or cause to be paid the aforesaid principal sum of Twenty-five thousand dollars and all the instalments of interest thereon when and as each of them shall respectively be due and payable as aforesaid and shall perform each and all of the covenants herein on its 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, its successors or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges of every kind levied or assessed or to be levied or assessed on said hereby mortgaged property, or the mortgage debt and interest hereby secured, which taxes, assessments, public dues and charges, mortgage debt and interest the said Mortgagor for itself, its successors and assigns hereby covenants to pay when legally due and payable and, upon payment thereof to exhibit to the Mortgagee the re-

ceipted bills therefor, at the place of business of the Mortgagee, or its Agent. But if default be made in the payment of said money, or in the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire Mortgage debt shall be deemed due and demandable and it shall be lawful for the said Mortgagee, its successors or assigns, or Milton Roberts, their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making said sale, and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which said sale shall be made in the following manner: Upon giving twenty days notice of the time, manner, place and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and, in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: First, to the payment of all expenses incident to said sale, including a fee of Three hundred dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Mortgagee, or its assigns, or to the trustee or party selling under the power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale, as the Court may deem proper, and, also, a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a Decree of a Court having Equity jurisdiction in the State of Maryland, Secondly, to the payment of all claims of the said Mortgagee, its successors or assigns under this Mortgage, whether the same shall have matured or not, and the surplus, if any, there be, shall be paid to the Mortgagor, its successors or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagor, for itself, its successors and assigns 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 them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and expenses incident to the foreclosure proceedings under this Mortgage, and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the commission allowed to trustees making sale under Orders or Decrees of the Circuit Court for Baltimore County, in Equity, which said expenses, costs and commission the said Mortgagor, for itself, its successors and assigns, hereby covenants to pay; and the said Mortgagee, its successors or assigns, or Milton Roberts, their said Attorney, shall not be required to receive the principal and interest, only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

And upon 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 said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and, upon any such default, whether or not a Receiver be appointed, the rents and profits of said property are hereby assigned to the Mortgagee as additional security.

AND the said Mortgagor, for itself, its successors and assigns, further covenants to in-

sure, and pending the existence of this Mortgage to keep insured the improvements on the hereby mortgaged property in such amount as may be required by said Mortgagee and in some good company or companies satisfactory to and designated by the said Mortgagee, its successors or assigns, and to cause the policy or policies to be effected thereon to be so framed or indorsed, as, in case of fire, to enure to the benefit of said Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to deliver the policy or policies to the said Mortgagee, its successors or assigns. And in the event of any loss by fire, the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee, only, and not to the Mortgagor and Mortgagee, jointly; such payment to the Mortgagee shall be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage, whether then due or not, but shall not exceeed the amount payable under this Mortgage.

AND the said Mortgagor covenants that it will warrant said property specially and that it will execute such further assurances as may be requisite.

IN WITNESS WHEREOF the said The Venice Development Company has caused its Corporate Seal to be hereto affixed and its President has hereunto subscribed his name.

Test:-- (CORPORATE SEAL) THE VENICE DEVELOPMENT COMPANY

Estelle M. Henry By Frank B. Bannister, President

STATE OF MARYLAND: CITY OF BALTIMORE: TO WIT:-

I HEREBY CERTIFY, that, on this 28th day of May Nineteen hundred and twenty-six, before the Subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Frank B. Bannister President of The Venice Development Company, the Mortgagor above named and acknowledged the foregoing Mortgage to be the act of said body corporate. At the same time before me also personally appeared Adelbert W. Mears, the Treasurer of The Real Estate Trustee, Incorporated, body corporate and Mortgagee above named and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth and that he is the Agent of said Mortgagee duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Estelle M. Henry

Notary Public.

Filed April 15" 1942.

Affidavit of Military Status. -- Filed April 16" 1942.

STATE OF MARYLAND, CITY OF BALTIMORE,

I HEREBY CERTIFY, That on this 14th day of April, in the year nineteen hundred and forty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared, LEO ROCK President of the above named Plaintiff, and made oath in due form of law that the above named corporation, Defendant in said cause, is not engaged in any manner whatsoever, in, or as an adjunct of, or to, the military service of the United States of America.

AS WITNESS my hand and Notary Seal.

(NOTARIAL SEAL) Edna R. Green

STATEMENT OF MORTGAGE CLAIM -- Filed May 16" 1942.

Original amount of mortgage	$25,000.00
Paid on account	18,000.00
Balance	7,000.00
Interest from 11/28/41 to 5/19/42 (3 months, 80 days)	99.17
Total amount due as of May 19, 1942	$7,099.17

Monumental Life Insurance Company,

By Howard M. Emmons,
Vice President

Howard Calvert Bregel
Attorney, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, That on this 15th day of May, in the year nineteen hundred and forty-two, before me, a Notary Public of the State of Maryland, in and for the said City of Baltimore, personally appeared HOWARD M. EMMONS, Vice-President of MONUMENTAL LIFE INSURANCE COMPANY, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Emily C. Linke
Notary Public.

Filed May 16" 1942.

Bond -- Filed & Approved this 19" day of May, 1942. John H. Hopkins, 3rd., Clerk

KNOW ALL MEN BY THESE PRESENTS, That ~~We,~~ I, Howard Calvert Bregel, Assignee as principal and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand Dollars ($8000.00) 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 18th day of May, in the year of our Lord 1942

WHEREAS, the above bounden Howard Calvert Bregel, Assignee by virtue of the power contained in a mortgage from Venice Development Company, a body corporate to THE REAL ESTATE TRUSTEE, a body corporate of the State of Md. bearing date the 28th day of May, 1926 and recorded among the mortgage records of Anne Arundel County in Liber W. M. B. No. 32 Folio 135 and which mortgage was duly assigned to the Monumental Life Insurance Company of Baltimore, and by said Insurance company, duly assigned to Howard Calvert Bregel, for the purpose of foreclosure, and the said Howard Calvert Bregel 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 Howard Calvert Bregel, 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 Howard Calvert Bregel, Assignee has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered
in the Presence of
Virginia Russell
As to Surety
Virginia Russell

(CORPORATE SEAL)

Howard Bregel (Seal)
National Surety Corporation
By Marvin I. Anderson
Attorney-in-Fact.

Filed May 19" 1942.

Howard Calvert Bregel, Attorney, Assignee
vs.
Venice Development Company

No. 8340 Equity
In the Circuit Court for
Anne Arundel County.

REPORT OF SALE -- Filed May 20th., 1942.

TO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY:

The Report of Sale of HOWARD CALVERT BREGEL, ATTORNEY, ASSIGNEE, in the above entitled cause, to make sale of the fee-simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks, preceding the day of sale, said Assignee, did pursuant to said notice on the 19th day of May, 1942, at 11 o'clock, A. M., attend at the Court House Door, and then and there sold said property described in the mortgage filed in this cause, and in said advertisement, at and for the price of $6900.00, to the Monumental Life Insurance Company, a body corporate, said body corporate, being the highest bidder therefor, and said price being the highest bid obtainable.

Howard Calvert Bregel, Attorney, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 19th day of May, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared HOWARD CALVERT BREGEL, ATTORNEY, ASSIGNEE, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Edna R. Green
Notary Public.

ORDER NISI.

Ordered, this 20th., day of May, 1942, That the sale of the Fee simple property mentioned in these proceedings made and reported by HOWARD CALVERT BREGEL, ATTORNEY, ASSIGNEE, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 20th., day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th., day

of June next.

The report states that the amount of sales to be $6900.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., June 15" 1942

We hereby certify, that the annexed Order Nisi - Sale - Equity #8340 Bregel Vs. Venice Dev. Co. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of June 1942. The first insertion being made the 21st day of May, 1942.

The Capital-Gazette Press, Inc.

By D. Balderston

ORDER

ORDERED BY THE COURT, This 22nd day of June, 1942 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.

Filed June 22, 1942.

Auditor's Report and Account -- Filed July 3rd., 1942.

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. Howard C. Bregel, Attorney, Assignee vs. The Venice Development Company in ac. with Howard C. Bregel, Attorney, Assignee

To Assignee for fee	$ 300.00	
To Assignee for commissions	237.00	$ 537.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	12.90	
Auditor	9.00	31.90
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale Order nisi on	21.75	
Capital-Gazette Press - report of sale Order nisi on	5.00	
Capital-Gazette Press - auditor's acct.	5.00	
National Surety Corporation - bond premium	32.00	
George W. Scible - auctioneer	25.00	
Clerk of Court - recording assignment	.75	
Edna R. Green - notary fees	.50	

To One-half Federal revenue stamps	$ 3.85	
One-half State revenue stamps	3.45	$ 97.30
To Monumental Life Insurance Co., mortgagee-		
this balance on account mortgage claim		6,468.14
		$7,134.34
Amount of mortgage claim filed	7,099.17	
Cr. Amount allowed as above	6,468.14	
Balance subject to decree in personam	$ 631.03	

Cr. May 19, 1942	Proceeds of Sale	$6,900.00
	Refund 1942 taxes paid in advance	234.34
		$7,134.34

ORDER NISI.

ORDERED, This 3rd., day of July, 1942, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 3rd., day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd., day of August, next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., August 5th., 1942

We hereby certify, that the annexed Order Nisi - Equity No. 8340 - Venice Development Company was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd., day of August, 1942. The first insertion being made the ninth day of July, 1942.

The Capital-Gazette Press, Inc.

By Anne Bennett

In the Circuit Court for Anne Arundel County.

ORDERED BY THE COURT, this 4th day of January, 1943, 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, C.J.

J. Edward Adkins, Jr., Attorney named in Mortgage : No. 8342 Equity.

Vs. : In the Circuit Court for

Herbert A. Rowe, widower. : Anne Arundel County.

ORDER TO DOCKET SUIT and COMPLAINANT's EXHIBIT A -- Filed April 18" 1942.

Mr. Clerk:

Kindly docket suit in the above entitled cause and file the mortgage herewith marked "Complainant's Exhibit A" in said proceedings, default having taken place in said mortgage.

Penniman, Adkins & Calwell

Solicitors for Complainant.

COMPLAINANT's Exhibit A

THIS MORTGAGE, Made this sixth day of June, A.D. 1941, by and between HERBERT A. ROWE, widower of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Twenty-five Hundred Dollars ($2500.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Twenty-five Hundred Dollars ($2500.00), with interest from date at the rate of Four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Nineteen Dollars and thirteen Cents ($19.13), commencing on the first day of August, 1941, 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, 1956.

Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due without premium or penalty 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 the date any such additional payment is made.

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 property situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

Being and comprising Lots Nos. nineteen (19) and twenty (20), in Block D, as laid down and

shown on the Plat of Harmony Point (Plat A) which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book W. M. B. No. 1 folio 34.

BEING the same property which by Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by The Penland Company to the said Mortgagor herein.

SUBJECT to the payment of the annual ground rent of Thirty Dollars, payable in equal semi-annual installments on sixth days of June and December.

In addition to granting and conveying to the party of the second part, its successors and assigns, the leasehold estate in the above described property, the mortgagor hereby grants and conveys unto the mortgagee, its successors and assigns, title to any other interest or estate, in the above described property, including title to the reversion in fee and the annual ground rent payable out of the aforesaid described property, which the said party of the first part may at any time hereafter acquire.

It is the intention of the parties to this mortgage that any and all interests and estates in the aforesaid described property which may now be owned by the mortgagor, his heirs, personal representatives and assigns, or which may be hereafter acquired shall enure to the benefit of the mortgagee, its successors and assigns, and be subject to the lien of this mortgage in the same manner and to all intents and purposes as if the mortgagor at the date of the execution of this mortgage owned and was vested with the title to all interest and estates in the above described property, which the mortgagor, his heirs, personal representatives and assigns, may acquire at any time prior to the payment of the mortgage debt secured by this mortgage in accordance with the terms hereof. In furtherance of the above grant of any after-acquired title to any interest or estate in the above described property, the mortgagor, for himself, his heirs, personal representatives and assigns, hereby stipulates, agrees and covenants with the mortgagee, its successors and assigns, that all the provisions of this mortgage, including the provisions for the foreclosure of this mortgage, as hereinafter set forth, shall and are intended to be applicable to any interest or estate in the above described property which may hereafter be acquired by the mortgagor, his heirs, personal representatives and assigns, as well to the leasehold estate in said property which is owned by the mortgagor at the date of the execution of this mortgage. Together with all rents and other revenues thereof and all tenements, hereditaments and appurtenances thereunto belonging and all buildings and improvements thereon and all plumbing, heating and lighting fixtures and equipment now or hereafter installed by Mortgagor and all of the property hereinbefore mentioned is hereinafter referred to as "mortgaged property";

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the annual ground rent aforesaid.

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, Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage at the expense of the Mortgagor, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee; 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. Mortgagor will repay to Mortgagee, immediately and without demand, all funds hereafter advanced by Mortgagee pursuant to any covenant or agreement herein contained or for any purpose, with interest thereon from date of advance until repaid, at the rate of Four and one-half per centum (4½%) per annum, and will pay promptly when due and payable all indebtedness evidenced by the mortgage debt secured hereby.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the mortgage debt secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until said note is fully paid, the following sums:

(a) If this mortgage and the mortgage debt secured hereby are reported for insurance under the provisions of Title 1 of the National Housing Act, one-twelfth (1/12) of one-half of one per centum (½%) of the original principal amount of the said mortgage debt for the purpose of putting the Mortgagee in funds with which to discharge its obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title 1 of the National Housing Act, as amended, 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 the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments.

(c) A sum equal to one-twelfth (1/12) of one half of one per centum (1/2%) of the amount of principal then remaining unpaid under the mortgage debt 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 said mortgage debt secured hereby.

(d) All payments mentioned in three preceding subsections of this paragraph and all payments to be made under the mortgage debt secured hereby 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) Insurance charges due the Federal Housing Administrator;

(11) Service charge as set forth in subsection (c) above;

(111) Ground rents, 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 any 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 Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total payments made by the Mortgagor under (b) of paragraph 2 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 to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, assessments, or insurance premiums, as the case may be, 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 represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 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 or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt.

4. Mortgagor will pay, when due and payable, all taxes, assessments and other governmental charges, fines or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by Mortgagor, the Mortgagee may pay the same and Mortgagor hereby waives any irregularities or defects in the levy or assessment and agrees that a receipt by the proper officer shall be conclusive evidence both as to the amount and validity of taxes or other governmental charges paid by Mortgagee.

5. Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss

by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by Mortgagee, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. Mortgagor will permit Mortgagee, its agents or representatives, to inspect the mortgaged property at any time; will maintain the mortgaged property free from waste or nuisance of any kind and in good condition, and make all repairs, replacements, improvements and additions which may be necessary to preserve and maintain the mortgaged property and the value thereof; will comply with all laws, ordinances and regulations and all covenants, conditions restrictions of any kind, affecting said property or its use; will not alter, destroy or remove any of the buildings, improvements, fixtures or other property covered by this mortgage, or permit the same to be altered, destroyed, removed or used for any purpose other than that for which it is now used, without first obtaining the permission in writing of the Mortgagee; will complete in a good workmanlike manner any building which is being or may be constructed or repaired thereon; will pay when due all claims for labor performed and material furnished, and will not permit any lien of mechanics or material men to attach to mortgaged property.

7. All judgments, decrees and awards for injury or damage to the mortgaged property and all awards pursuant to proceedings for condemnation thereof are hereby assigned in their entirety to Mortgagee, who may apply the same to the indebtedness secured hereby in such manner as it may elect.

8. Every right and remedy provided in this mortgage shall be cumulative of every other right or remedy of Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith.

9. 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.

10. 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.

11. 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 thirty 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 J. Edward Adkins, Jr., 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 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.

Mortgagor hereby waives, to the extent permitted by law, the benefits of all valuation, appraisement, dower, homestead, exemption, stay, redemption and moratorium laws of the State of Maryland, now in force or which may hereafter become laws.

The unenforceability or invalidity of any one or more provisions, clauses, sentences and/or paragraphs hereof shall not render any other provisions, clauses, sentences and /or paragraphs herein contained unenforceable or invalid.

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: Clara M. Link Herbert A. Rowe (Seal)

STATE OF MARYLAND, City of Baltimore to wit:

I HEREBY CERTIFY, That on this sixth day of June, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Herbert A. Rowe, widower the above named Mortgagors, and he acknowledged the foregoing mortgage to be his act.

At the same time also personally appeared J. Berch Haviland, the Agent 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 herunto set my hand and affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Clara M. Link

Notary Public.

FOR VALUE RECEIVED, the Baltimore Federal Savings and Loan Association hereby assigns the aforegoing Mortgage and the debt thereby secured to THE RFC MORTGAGE COMPANY, this 8th day of September, 1941, without recourse, representation or warranty.

WITNESS: the signature of said body corporate by the hand of JOSEPH M. HISLEY, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary.

Attest: (CORPORATE SEAL) Baltimore Federal Savings and

Joseph R. Schneider, Secretary Loan Association,

By: Joseph M. Hisley, Vice-President

Received for Record Sept. 11, 1941, at 10-15 o'clock A.M., Same day Recorded in Liber J.H.H. No. 236, Folio 454 etc., one of the Land Records of Anne Arundel County and examined.

John H. Hopkins, 3rd., Clerk.

J. EDWARD ADKINS, JR., Attorney named in Mortgage No. 8342 Equity.

Vs. In the Circuit Court for

HERBERT A. ROWE, Widower. Anne Arundel County.

STATEMENT OF MORTGAGE CLAIM -- Filed May 16th., 1942.

To amount of loan dated June 6th, 1941 from Baltimore Federal Loan Association to Herbert A. Rowe, widower, and secured by Mortgage on property situate in Anne Arundel County, Maryland, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 236, folio 448 (which said Mortgage was short assigned by Baltimore Federal Savings and Loan Association to The RFC Mortgage Company by Assignment dated September 8th, 1941 and recorded among the Land Records aforesaid in Liber J.H.H. No. 236, folio 454) $2,500.00

Payments on Account of Principal	$ 39.24
Balance Due on Principal	2,460.76
Interest from 11/1/41 to 5/19/42	60.21
Balance of Principal and Interest Due	2,520.97
Less Amount Held for Expenses	28.64
Balance Due as of May 19th, 1942	$2,492.33

Statement of Mortgage Claim Approved
The RFC Mortgage Company, Assignee of
Baltimore Federal Savings and Loan
Association
By: W. B. Cloe, Agent

J. Edward Adkins, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 13th day of May, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared J. EDWARD ADKINS, Jr., Attorney named in Mortgage, the Plaintiff in the above entitled case, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the Mortgage in said cause due as of May 19th, 1942 and unpaid, to the best of his knowledge, information and belief.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary M. Sauerwein
Notary Public.

Filed May 16th., 1942.

Bond -- Filed & Approved this 16th day of May, 1942. John H. Hopkins, 3rd., Clerk.

KNOW ALL MEN BY THESE PRESENTS:

That we J. Edward Adkins, Jr., Attorney-named-in-Mortgage, 19 East Fayette Street, Baltimore, Maryland, as Principal and Indemnity Insurance Company of North America, a Corporation of the State of Pennsylvania 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 11th day of May in the year nineteen hundred and forty-two.

WHEREAS, the above bounden J. Edward Adkins, Jr. by virtue of the power contained in a mortgage from Herbert A. Rowe, Widower, to Baltimore Federal Savings and Loan Association bearing date the 6th day of June nineteen hundred and forty-one and recorded among the Mortgage Records of Anne Arundel County in Liber JHH No. 236 Folio 448 and J. Edward Adkins, Jr. is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH:

That if the above bounden J. Edward Adkins, Jr. do and shall well and truly and faith-

fully 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.

J. Edward Adkins, Jr. (Seal)

Signed, Sealed, and Delivered (CORPORATE SEAL) Indemnity Insurance Company of
in the presence of North America (Seal)
Mary M. Sauerwein By Richard P. Henneberger
M. Lenore Zimmerman Attorney-in-Fact

Filed May 16th., 1942.

AFFIDAVIT AS TO MILITARY SERVICE. -- Filed June 24" 1942.

I HEREBY CERTIFY that on this 22nd day of June, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared J. EDWARD ADKINS, Jr., who made oath in due form of law as follows:

That Herbert A. Rowe, widower, the Defendant in the above entitled case, is approximately fifty-eight years of age and is now employed and has been employed since 1916 at Terminal Warehouse Company (affiliated with the Pennsylvania Railroad Company), Davis and Pleasant Streets, Baltimore, Maryland, as a warehouseman; and that on May 19th, 1942, the date on which the property was sold at foreclosure sale, the said Herbert A. Rowe, widower, was not and had not been within three months next prior thereto in the military service of the United States; and that the said Herbert A. Rowe, widower, is not at the present time in said military service as defined by the Soldiers' and Sailors' Relief Act of 1940; and further that the said Herbert A. Rowe, was on the date of foreclosure sale the owner of the leasehold property mentioned in these proceedings, and that he did not hold it in trust for any other person.

J. Edward Adkins, Jr.

Subscribed and sworn to before me this
22nd day of June, 1942. (NOTARIAL SEAL)
Mary M. Sauerwein, Notary Public.
My Commission expires May 3rd, 1943

Filed June 24" 1942.

J. EDWARD ADKINS, JR., Attorney named in Mortgage
vs.
HERBERT A. ROWE, WIDOWER.

No. 8342 Equity.
In the Circuit Court for
Anne Arundel County.

REPORT OF SALE. -- Filed May 21" 1942.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of J. Edward Adkins, Jr., Attorney Named in Mortgage dated June 6th, 1941 from Herbert A. Rowe, widower, to Baltimore Federal Savings and Loan Association, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 236, folio 448, which Mortgage was short assigned by Baltimore Federal Savings and Loan Association to The RFC Mortgage Company on September 8th, 1941, and recorded among the Land Records aforesaid in Liber J.H.H. No. 236, folio 454, and which Mortgage is filed in said cause pending, respectfully shows that after giving bond with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by

advertisement inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, J. Edward Adkins, Jr., Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 19th day of May, 1942, at three o'clock P.M. attend on the premises and then and there sold the property described in said Mortgage, which property is more particularly described as follows:

BEING AND COMPRISING Lots Nos. Nineteen (19) and Twenty (20) in Block D, as laid down and shown on the Plat of Harmony Point (Plat A), which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 34.

TERMS OF SALE: All cash upon ratification of said sale by the Circuit Court of Anne Arundel County. A cash deposit of $300 will be required of the purchaser at the time and place of sale. Balance of purchase price to bear interest from date of sale. Taxes and all other expenses to be adjusted to the day of sale.

The said property was sold as aforesaid to The RFC Mortgage Company at and for the sum of Two Thousand Dollars ($2,000.00), subject to an annual ground rent of Thirty Dollars ($30.00), the said purchaser being then and there the highest bidder.

J. Edward Adkins, Jr.
Attorney named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 20th day of May, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared J. EDWARD ADKINS, Jr., Attorney Named in Mortgage, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Mary M. Sauerwein
Notary Public.

ORDER NISI.

Ordered, this 21st. day of May, 1942, That the sale of the property mentioned in these proceedings made and reported by J. Edward Adkins, Jr., Attorney named in Mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 22nd. 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 22nd., day of June next.

The report states that the amount of sales to be $2000.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., June 24" 1942.

We hereby certify, that the annexed Order Nisi - Sale - Herbert A. Rowe - Equity 8342 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 22nd., day of June,1942. The first insertion being made the 23rd. day of May, 1942.

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

ORDER.

ORDERED BY THE COURT, This 24th day of June, 1942 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.

Filed June 24, 1942.

Auditor's Report and Account -- Filed Aug. 18th., 1942.

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. Edward Adkins, Jr., Attorney named in Mortgage vs. Herbert A. Rowe, Widower in ac. with J. Edward Adkins, Jr., Attorney named in Mortgage.

To Attorney for fee	$ 50.00	
To Attorney for commissions, as agreed	75.00	$ 125.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - court costs	15.65	
Auditor	9.00	34.65
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale order nisi on	32.00	
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	
E. T. Newell & Co., - auctioneer	15.00	
One-half Federal revenue stamps	1.10	
One-half State revenue stamps	1.00	
Mary M. Sauerwein - notary fees	.75	69.85
To Attorney for Taxes, viz:		
1942 State & County taxes ($28.36-adj)		10.80
To RFC Mortgage Company, Assignee of Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim		1,759.70
		$2,000.00

Amount of mortgage claim filed	$2,492.33
Cr. Amount allowed as above	1,759.70
Balance subject to decree in personam	732.63
Cr. May 19, 1942 Proceeds of Sale	$2,000.00

ORDER NISI.

ORDERED, This 18th day of August, 1942, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 19th day of 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 19th day of September next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., September 9th., 1942

We hereby certify, that the annexed Order Nisi - J. E. Adkins, Jr. vs. H.A.Rowe 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 19 day of September, 1942. The first insertion being made the 20 day of August, 1942.

The Capital-Gazette Press, Inc.

By Anne Bennett.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 8th day of January, 1943, 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,

C.J.

Filed January 8th., 1943.

George K. Jacobi Anna Jacobi Virginia	:	No. 8343 Equity.
Jacobi Ellen Jacobi Kumer, and	:	In the Circuit Court
Harold Kumer, her husband	:	for
vs.	:	Anne Arundel County.
Helen J. Wilson, and Anna F. Bowman	:	

BILL OF COMPLAINT -- Filed April 20th., 1942.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators complaining say:

1. That George Jacobi, Sr., during his lifetime acquired two lots of ground, the improvements thereon being known as #49 and #51 Maryland Avenue, in the City of Annapolis, by two Deeds, one from Henry Dunker and wife dated October 10, 1862 and recorded among the Land Records of Anne Arundel County in Liber N.H.G. #10, folio 565, and the other from Isabella Miller, et al., dated June 9, 1883 and recorded among the Land Records of Anne Arundel County in Liber S. H. #21, folio 616, certified copies of which deeds, marked Exhibits "A" and "B", are filed herewith and prayed to be taken as a part hereof.

2. That George Jacobi, Sr., died intestate, seized and possessed of said properties, on October 10, 1912, leaving surviving him his Widow, Ellen Jacobi, and seven children, namely, George Jacobi, Jr., Louise A. Jacobi, Mary J. Jacobi, Anna A. V. Bowman, Charles A. Jacobi, Joseph F. Jacobi and Helen J. Wilson; that Letters of Administration on the estate of George Jacobi, Sr., were granted by the Orphan's Court for Anne Arundel County to George Jacobi, Jr., that George Jacobi, Jr., died before completing his administration of the estate was completed by Louise A. Jacobi, as will further appear by reference to a proceeding entitled, "In the Matter of the Estate of George Jacobi, Sr.", in the Orphan's Court for Anne Arundel County, Administration docket #236, folio 135, #1420.

3. That Ellen Jacobi, the Widow of George Jacobi, Sr., died intestate and without having remarried, about one year after the death of George Jacobi, Sr.

4. That Mary J. Jacobi died December 10, 1915, unmarried and intestate.

5. That George Jacobi, Jr., died December 8, 1917 without leaving a Widow surviving him and leaving a Last Will and Testament duly executed to pass real estate in this state, which said Last Will and Testament was admitted to probate by the Orphan's Court for Anne Arundel County on December 14, 1917 and recorded among the Will Records of said County in Liber O.B.D. #2, folio 24, a certified copy of which, marked Exhibit "C", is filed herewith and prayed to be taken as a part hereof; that by said Last Will and Testament George Jacobi, Jr., devised his undivided one sixth interest in said properties to his sister, Louise A. Jacobi.

6. That by Deed dated May 2, 1923 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. #76, folio 6, Joseph F. Jacobi conveyed his one sixth interest in the aforesaid property to Charles A. Jacobi, Louise A. Jacobi, Helen J. Wilson and Anna A. V. Bowman, as tenants in common; a certified copy of said Deed is filed herewith marked Exhibit "D" and is prayed to be taken as a part hereof; that Louise A. Jacobi, Helen J. Wilson and Anna A. V. Bowman executed a mortgage on their respective interests in said property in the amount of $2000.00 to Charles A. Jacobi, which mortgage was dated May 9, 1923 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. #76, folio 13; that on the same day, to wit, May 9, 1923, Charles A. Jacobi, Helen T. Wilson and Anna A. V. Bowman exe-

cuted a mortgage on their respective interests in said property in the amount of $1000.00 to Louise A. Jacobi, which said mortgage is recorded among the Land Records of Anne Arundel County in Liber W.N.W. #76, folio 8; that although both mortgages have been fully satisfied, they have not been released of record.

7. That Joseph F. Jacobi died November 24, 1935 leaving surviving him his Widow, Frances Virginia Jacobi, and four children, George K. Jacobi, Anna Jacobi, Ellen Jacobi Kumer and Virginia Jacobi.

8. That Anna A. V. Bowman died at Cliffside, New Jersey, January 11, 1938, leaving a Last Will and Testament duly executed to pass real estate in this State; that a certified copy of said Will, which was admitted to Probate in the Surrogate's Court of Bergen County, New Jersey, has been filed for record in the office of the Register of Wills for Anne Arundel County and is recorded among the Will Records of Anne Arundel County in Wills, Liber R.G.P. #1, folio 258; that Letters of Ancillary Administration c.t.a. have been granted to George E. Rullman, Esquire, of the Anne Arundel Bar, and notice to creditors has been issued; that the said Last Will and Testament of Anna A. V. Bowman devised her entire estate, both real and personal, to her daughter, Anna F. Bowman; a certified copy of said Will, marked Exhibit "E" is filed herewith and prayed to be taken as a part hereof.

9. That Louise A. Jacobi died on December 15, 1941 leaving a Last Will and Testament duly executed to pass real estate in this state; that said Will has been admitted to probate by the Orphan's Court for Anne Arundel County and is recorded in the office of the Register of Wills for Anne Arundel County, in Wills Liber R.G.P. #1, folio 212; that by said Will Louise A. Jacobi devised her nine-twenty-fourths interest in said property to her brother, Charles A. Jacobi; a certified copy of said Will, marked Exhibit "F" is filed herewith and prayed to be taken as a part hereof.

10. That Letters of Administration c.t.a. on the estate of Louise A. Jacobi were granted to George K. Jacobi and George E. Rullman on December 18, 1941, notice to creditors has been published and said estate is now in the process of administration; that the personal estate of Louise A. Jacobi is insolvent and a part of the proceeds of the sale of the properties herein mentioned will be needed to pay the claims filed against the estate of Louise A. Jacobi.

11. That Charles A. Jacobi died intestate December 23, 1941 leaving surviving him a sister, Helen J. Wilson, Anna F. Bowman, a niece, the daughter of Anna A. V. Bowman, and George K. Jacobi, Anna Jacobi, Ellen Jacobi Kumer and Virginia Jacobi, the children of a deceased brother, Joseph F. Jacobi; that the personal estate of Charles A. Jacobi is solvent and no part of the proceeds of the sale of the properties herein mentioned will be necessary to pay any claims against the estate of Charles A. Jacobi; that Letters of Administration on the estate of Charles Jacobi have been issued to George E. Rullman and George K. Jacobi, notice to creditors has been published and the estate is in the process of administration.

12. That all of the parties hereto are sui juris, except Helen J. Wilson, who is a lunatic, as will further appear by reference to a proceeding entitled, "In the Matter of the Estate of Helen J. Wilson, Lunatic", in the Circuit Court for Anne Arundel County, in Equity #7481.

13. That all of the parties hereto are residents of the State of Maryland except Anna F. Bowman who is a resident of Cliffside, New Jersey; that Helen J. Wilson is a Widow, and all of the other parties hereto are unmarried with the exception of Ellen Jacobi Kumer, whose husband is Harold Kumer.

14. That the respective interests of the parties hereto in the aforesaid property, are as follows:

Helen J. Wilson	58/144
Anna F. Bowman	58/144
George K. Jacobi	7/144
Anna Jacobi	7/144
Ellen J. Kumer	7/144
Virginia Jacobi	7/144

15. That said property cannot be divided among the parties entitled thereto without loss or injury, and even if that were possible, the aid of this Honorable Court would be necessary in order to dispose of the interest of Helen J. Wilson, Lunatic.

To the end therefore:

1. That a decree may be passed by this Honorable Court for the sale of said property and a division of the money arising from such sale among the parties hereto according to their respective rights.

2. That this Honorable Court may provide in its decree for the publication of notice to the creditors of Charles A. Jacobi, Anna A. V. Bowman and Louise A. Jacobi as required by Section 117 of Article 93 of the Annotated Code of Maryland.

3. And for such other and further relief as their case may require.

AND as in duty bound, etc.

George K. Jacobi
Anna E. Jacobi
Virginia Jacobi
Ellen Jacobi Kumer
Harold Kumer

William J. McWilliams
Solicitor for Plaintiffs.

Filed April 20th., 1942.

EXHIBIT "A" --- Filed April 20th., 1942.

This Deed, Made this tenth day of October in the year of our Lord Eighteen hundred and sixty-two by and between Henry Dunker and Fanny Dunker, his wife, of the first part, and George Jacobi of the second part, all of Anne Arundel County and State of Maryland, Witnesseth:

That in consideration of the sum of Nine hundred dollars, current money paid by said George Jacobi to the said Henry Dunker, the receipt whereof is hereby acknowledged, the said Henry Dunker and Fanny Dunker, his wife, do grant, bargain and sell unto the said George Jacobi, all that lot or part of a lot of ground with a two story brick dwelling erected thereon lying and being in the City of Annapolis, situate on North East Street, beginning for the same at the centre of the house owned by Daniel M. Sprogle and occupied by Miss Pritchard and the house intended by this deed to be conveyed, thence running up said North East Street seventeen feet and three inches until it intersects the divisional line of a lot owned by James Pritchard, thence with said line one hundred and eighteen feet until it strikes the lot owned by and in

possession of A.B.Hagner then with said line seventeen feet and four inches to the line which divides the lot of said Sprogle and the one now hereby conveyed, then with said last mentioned line to the place of beginning in fee simple being the same lot of ground which Andrew E. Denver and wife conveyed to the said Henry Dunker by deed dated the sixteenth day of December eighteen hundred and sixty-one, and recorded in Liber N.H.G. No. 10, folio 323 &c., one of the Land Record Books of Anne Arundel County, and which the said Andrew E. Denver obtained from Daniel M.Sprogle and wife by deed dated the tenth day of August eighteen hundred and fifty seven and recorded in Liber N. H. G. No. 6, folios 458 &c., one of the Land Record Books for said County.

And the said Henry Dunker and Fanny Dunker his wife, covenant that they will warrant specially the property hereby conveyed and they further covenant that they will execute such further assurance as may be requisite.

In Witness whereof the said Henry Dunker and Fanny Dunker, his wife have hereto set their hands and seals the day and year first hereinabove written.

Signed, sealed and delivered — Henry Dunker (Seal)
in the presence of — Fanny Dunker (Seal)
Wm. R. Thompson

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this tenth day of October in the year of Our Lord eighteen hundred and sixty-two before the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County personally appeared Henry Dunker and Fanny Dunker, his wife, and did each acknowledge the foregoing deed to be their respective act.

Wm. R. Thompson,
Justice of the Peace

Recorded the 13th day of October 1862

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify that the foregoing Deed was truly taken and copied from Liber N.H.G. No. 10, folio 565, 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 26th day of March, A.D. 1942.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed April 20th., 1942.

EXHIBIT "B" --- Filed April 20th., 1942.

This Deed made this Ninth day of June Eighteen hundred and eighty three by Isabella Miller and Philip J. Miller, of the first part and George Jacobi of the second part, all of Anne Arundel County, Maryland.

Whereas, the said Isabella Miller as widow of Philip J. Miller, late of said county deceased and the said Philip J. Miller grantor herein, as only child and heir at law of the said Philip J. Miller, deceased have bargained and sold to the said George Jacobi, the house and lot lying on Maryland Avenue, hereinafter described Whereof the said Philip J. Miller deceased, died seized and possessed; and Whereas the said George Jacobi hath fully paid to the said parties of the first part, the sum of eleven hundred dollars, the consideration

therefor, Now therefore this deed witnesseth that in consideration of the premises and of one dollar, the said Isabella Miller and Philip J. Miller parties of the first part, do hereby grant and convey unto George Jacobi all that House and Lot, piece or parcel of ground lying and situate on the southeast side of Maryland Avenue or Northeast Street in the City of Annapolis and said county, which was conveyed to the said Philip J. Miller deceased by deed from Daniel M. Sprogle and wife, dated January twenty seventh eighteen hundred and sixty four and recorded in Liber N.H.G. No. 12, folio 99 &c., among the Land Records of said County, described as follows, Beginning for the same at a point on the south east line of Maryland Avenue aforesaid in the centre of the brick partition wall dividing the property hereby conveyed from the property owned and occupied by the said Jacobi and running from thence, with the centre of said partition wall and with the division line of this lot and that of the said Jacobi, southeastwardly one hundred and seventeen feet three inches to intersect the division fence between this lot and the lot formerly owned by Alexander B. Hagner now owned by Dr. Lieberman; thence with said Liebermans line and fence aforesaid north eastwardly parallel with the line of Maryland Avenue seventeen feet four inches; thence north westwardly one hundred and seventeen feet and three inches to the south east line of Maryland Avenue; thence with said line of Maryland Avenue; southwestwardly seventeen feet and four inches to the point of beginning, together with the two story and attic brick dwelling house thereon erected and all the other buildings and improvements, rights, privileges and appurtenances thereto belonging. And the said Isabella Miller and Philip J. Miller, hereby covenant to warrant generally the title of the property hereby conveyed; Witness their hands and seals.

Test: Isabella Miller (Seal)

W. H. Gassaway Philip J. Miller (Seal)

_____ __ Maryland, Anne Arundel County, Sct:

I hereby certify that on this ninth day of June eighteen hundred and eighty three before the subscriber, a Justice of the Peace in and for said State and County personally appeared Isabella Miller and Philip J. Miller grantors in the foregoing instrument and each acknowledged the same to be their respective act and deed.

W. H. Gallaway, J.P.

Recorded 14" July 1883

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify that the foregoing Deed was truly taken and copied from Liber S.H. No. 21, folio 616, 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 26th day of March, A.D., 1942.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed April 20" 1942.

EXHIBIT "C" --- Filed April 20" 1942.

Annapolis, Md., November 2, 1917.

This is to certify that I George Jacobi of Annapolis, Md. A.A.Co. being of sound mind and memory do make this and declare it to be my last Will and testament, to wit:

First: I give, devise and bequeath unto my oldest sister Louise M. Jacobi all my share

of the late George Jacobi's Estate, both Real Estate and money invested in the Workingmens' Building_Loan Association, of the City of Annapolis, Md. A.A.Co.

Second: I give, devise and bequeath unto my oldest sister, Louise M. Jacobi all my shares in the Workingmens Building and Loan Association of the City of Annapolis, Md., owned by me personally, both running and paid up shares.

Third: I give, devise and bequeath unto my oldest sister, Louise M. Jacobi all my property owned by - personally such as books, furniture and Typewriter, also all shop tools and appliances, etc all and everything to be used as she sees fit.

In witness whereof I George Jacobi, to this my last Will and Testament have hereunto set my hand and Seal this 2nd day of November, 1917.

Witness Mrs Annie Esmond
Witness Chas. A. Jacobi
Witness Anthony C. Davis

George Jacobi

Anne Arundel County SS:

On the 13" day of December 1917, came Louise M. Jacobi and made oath in due form of law that she does not know of any Will or Codicil of George Jacobi late of said County, deceased, other than the above instrument of writing, and that she received the same from the deceased at the time of the execution of the same, and this day delivered the same to the Register of Wills for probate, and that the deceased departed this life on or about the 8th day of December 1917.

Sworn to before,

Test: Oden B. Duckett
Register of Wills for Anne Arundel County

Anne Arundel County, Ss:

On the 13" day of December, 1917, came Charles A. Jacobi and Anthony C. Davis two of the subscribing Witnesses to the aforegoing last Will and Testament of George Jacobi late of said County deceased, and made oath in due form of law that they did see the testator sign and seal this Will; that they heard him publish , pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding and that they together with Mrs. Annie Esmond, the other subscribing witness thereto, subscribed their names as witnesses to this Will in his presence, at his request and in the presence of each other.

Sworn to before

Test: Oden B. Duckett
Register of Wills for Anne Arundel County

In the Orphans Court of Anne Arundel County.

The Court after having carefully examined the above last Will and Testament of George Jacobi late of said County, deceased, and also the evidence adduced as to its Validity, Orders and Decrees this 14" day of December, 1917, that the same be admitted in this Court as the true and genuine last Will and Testament of the said George Jacobi, deceased.

James Cusack, C.J.
Lemon Beall, A.J.
Geo. W. Hyde, A.J.

Filed Dec. 14" 1917.

STATE OF MARYLAND ANNE ARUNDEL COUNTY

I, R.Glenn Prout, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of George Jacobi late of said County deceased together with proof and probate thereof taken from Wills Liber O.B.D. 2, folio 24, 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 26" day of March in the year of our Lord, nineteen hundred and forty-two.

(ORPHANS' COURT SEAL) R. Glenn Prout

Register of Wills for Anne Arundel County.

Filed April 20" 1942.

EXHIBIT "D" -- Filed April 20" 1942.

($3.50 Rev. Stamp)

This Deed, Made this second day of May in the year 1923, by Joseph Francis Jacobi and Frances Virginia Jacobi, his wife, of the first part and Charles A. Jacobi, Louise A. Jacobi, Helen T. Wilson, and Anna A.V. Bowman, of the second part, all of Anne Arundel County, Maryland, except said Anna A.V.Bowman who resided in the City of New York.

Witnesseth, that for and in consideration of the sum of Three Thousand Five Hundred dollars ($3,500.00) paid by the parties of the second part unto the parties of the first part, 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 Charles A. Jacobi, Louise A. Jacobi, Helen T. Wilson and Anna A. V. Bowman, as tenants in common thereof all the right, title interest and estate of the said Joseph Francis Jacobi, and Frances Virginia Jacobi, his wife, in and to the following property, viz:

All those lots of ground, situate on the southeast side of Maryland Avenue in the City of Annapolis, Maryland, and described as follows:

First, Beginning for the same at the centre of the house owned by Daniel M. Sprogle and occupied by Miss Pritchard and the house intended by this deed to be conveyed, thence running up said Maryland Avenue (called Northeast Street) seventeen feet and three inches until it intersects the divisional line of a lot owned by James Pritchard, thence with said line one hundred and eighteen feet until it strikes the lot owned by and in possession of A. B. Hagner, thence with said line seventeen feet and four inches to the line which divides the lot of said Sprogle and the one now hereby conveyed, thence with said last mentioned line to the place of beginning. Being the same lot of ground which was granted and conveyed by Henry Dunker and wife to George Jacobi, by deed dated 10th of October, 1862 and recorded in the Land Records of Anne Arundel County in Liber N.H.G. No. 10, folio 565 &c.

Second, Beginning for the second of said lots at a point on the southeast line of Maryland Avenue, in the centre of the brick partition wall dividing the property hereby conveyed from the property owned and occupied by George Jacobi, and running from thence with the centre of said partition wall and with the division line of this lot and that of the said Jacobi, southeasterly one hundred and seventeen feet three inches to intersect the division fence between this lot and the lot formerly owned by Alexander B. Hagner, now owned by Dr. Lieberman, thence

with said Lieberman line and fence aforesaid northeastwardly parallel with the line of Maryland Avenue, seventeen feet four inches, thence northwesterly one hundred seventeen feet and three inches to the southeast line of Maryland Avenue, thence with said line of Maryland Avenue southwestwardly seventeen feet and four inches to the point of beginning. Being the same lot of ground which was granted and conveyed by Isabella Miller and husband to George Jacobi, by deed dated 9th day of June, 1883, and recorded in the Land Records aforesaid in Liber S.H. No. 21, folio 616, &c.

Being the same two lots of which said George Jacobi died, seized and possessed intestate, leaving surviving him the said Joseph Francis Jacobi, Charles A. Jacobi, Louisa A. Jacobi, Helen T. Wilson, and Anna A.V. Bowman, his only surviving children and heirs at law.

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

To Have and To Hold the above described property unto and to said Charles A. Jacobi, Louisa A. Jacobi, Helen T. Wilson and Anna A.B.Bowman, as tenants in common thereof, their heirs and assigns, in fee simple.

Witness the hands and seals of the parties of the first part hereto.

Test: Joseph Francis Jacobi (Seal)

Ethel T. Jickling Frances Virginia Jacobi (Seal)

State of Maryland, Anne Arundel County, S.S.

I hereby certify that on this second day of May in the year 1923, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared the above named Joseph Francis Jacobi and Frances Virginia Jacobi, his wife, and acknowledged the aforegoing deed to be their act.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Ethel T. Jickling

Notary Public.

Recorded May 26, 1923, - 9 A.M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber W.N.W. No. 76, folio 6, 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 26th day of March, A.D. 1942.

(COURT SEAL) John H. Hopkins, 3rd.,Clerk.

Filed April 20" 1942.

EXHIBIT "E" -- Filed April 20" 1942.

In the Name of God, Amen.

I Annie V. Bowman, of the Borough of Cliffside Park County of Bergen State of New Jersey, being of sound and disposing mind and memory, and considering the uncertainty of this life, do make, publish and declare this to be my last Will and Testament as follows, hereby revoking all other and former Wills by me at any time made.

First, after my lawful debts are paid, I give divise and bequeath to my Beloved Daughter, Anna F. Bowman, of the Borough of Cliffside Park in the County of Bergen and State of

New Jersey, all my ESTATE both Real, personal, and mixed and of whatsoever kind and nature and wheresoever it may be situate, to her and her own use forever.

Likewise, I make, constitute and appoint my Beloved Daughter, Anna F. Bowman, to be my executrix of this, my last Will and Testament, said executrix in no case to furnish a bond.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal, the first day of June, in the year of our Lord one thousand nine hundred and thirty-five.

Annie V. Bowman (Seal)

We, whose names are hereto subscribed, do certify that Annie V. Bowman, the testatrix, subscribed her name to this instrument in our presence, and in the presence of each of us, and at the same time she declared in our presence and hearing that the same was her last Will and Testament, and requested us, and each of us, to sign our names thereto as witnesses to the execution thereof, and which we hereby do in the presence of the testatrix and of each other, this first day of June 1935, the day of the said Will, and write opposite our names our respective places of residence.

Fred A. Berenbroick — 53 Oakdene Ave., Grantwood N.J.

Consuelo M. Berenbroick — 53 Oakdene Ave., Grantwood N.J.

Bergen County Surrogate's Court

State of New Jersey County of Bergen ss.

I, J. Blauvelt Hopper, Surrogate and Clerk of the Surrogate's Court of the said County of Bergen, in said State, do hereby certify that I have compared the annexed copy of the Last Will and Testament of Annie V. Bowman, deceased, with the record thereof now remaining in this office, and have found the same to be a true transcript therefrom.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 4th day of April A.D. one thousand nine hundred and forty-two.

J. Blauvelt Hopper

(SURROGATE'S COURT SEAL)

Surrogate and Clerk of the Surrogate's Court.

Per: Ronald B. Hopper

Special Deputy Surrogate

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 Annie V. Bowman late of the State of New Jersey, deceased, which is recorded in Wills Liber R. G. P. 1, folio 258, one of the records 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 9th day of April in the year of our Lord, nineteen hundred and forty-two.

(Orphans' Court Seal) R. Glenn Prout

Register of Wills for Anne Arundel County.

Filed April 20th., 1942.

EXHIBIT "F" -- Filed April 20" 1942.

I, Louise A. Jacobi, now residing at No. 49 Maryland Avenue, in the City of Annapolis, State of Maryland, being of sound mind, memory and understanding, do hereby make, publish and

declare this, my Last Will and Testament, in manner and form following, that is to say:-

FIRST AND PRINCIPALLY: I commit my soul to Almighty God and my body to the earth to be decently interred, and after my just debts and funeral expenses are paid, I give, devise and bequeath, as follows:

SECOND: I give, devise and bequeath to my dear brother, Charles A. Jacobi, all of my estate, real, personal and mixed, absolutely, to do with as he pleases.

THIRD: I hereby nominate and appoint my said brother, Charles A. Jacobi, the Executor of this,my Last Will and Testament, without bond; hereby revoking all and any former Wills heretofore made by me.

In Testimony Whereof, I have hereunto set my hand and affixed my seal, this 24th day of January, in the year nineteen hundred and thirty-three.

Louise A. Jacobi (Seal)

SIGNED, SEALED, PUBLISHED AND DECLARED by the above named Testatrix, Louise A. Jacobi, as and for her Last Will and Testament, in the presence of us, who, at her request, in her presence and in the presence of each other, have hereunto subscribed our names as witnesses thereto.

Elinore G. Girault

A. T. Brady

Anne Arundel County, Ss:

On this 16" day of December, 1941 came Charles A. Jacobi and made oath in due form of law that he does not know of any Will of Codicil of Louise A. Jacobi late of said County deceased other than the above instrument of writing and that he received the same from the Deputy Register of Wills for Anne Arundel County, it having been filed in that office for safekeeping. Testatrix died on the 15" day of December, 1941.

Sworn to in open Court.

Test: Clemence C. Burwell

Clerk to Register of Wills for Anne Arundel County

Anne Arundel County, Ss:

On the 16" day of December, 1941, came Elinore G. Girault, subscribing witness to the aforegoing last Will and Testament of Louise A. Jacobi late of said County deceased, and made oath in due form of law that she did see the TESTATRIX sign and seal this Will, that she heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of her apprehension, of sound and disposing mind, memory and understanding; and that she together with A. T. Brady subscribed her name as witness to this Will in her presence, at her request and in the presence of each other.

Sworn to in open Court:

Test: Clemence C. Burwell

Clerk to Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On this 16" day of December, A.D. 1941, personally appeared Elinore G. Girault who on oath says that she was well acquainted with A. T. Brady and that affiant knows his hand-

writing, having often seen him write, that after examining the signature of A. T. Brady on the paper writing purporting to be the last Will and Testament of Louise A. Jacobi deceased, late of Anne Arundel County, Maryland, affiant declares the same to be in the handwriting of said A. T. Brady and it is well known to affiant that said A. T. Brady is deceased.

Elinore G. Girault

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

Clemence C. Burwell

Clerk to Register of Wills for Anne Arundel County

In the Orphans' Court of Anne Arundel County:

The Court, after having carefully examined the above last Will and Testament of Louise A. Jacobi late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 18" day of December, 1941, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Louise A. Jacobi, 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 Louise A. Jacobi late of said County deceased together with proof and probate thereof taken from Wills Liber R. G. P. 1, folio 212, one of the records filed, recorded and
Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 26th day of March in the year of our Lord, nineteen hundred and forty-two.

(Orphans' Court Seal) R. Glenn Prout

Register of Wills for Anne Arundel County.

Filed April 20" 1942

GEORGE K. JACOBI, ET AL

VS.

HELEN J. WILSON, ET AL

No. 8343 Equity

In the Circuit Court for

Anne Arundel County.

Answer of Maurice C. Wilson Committee of Helen J. Wilson, Lunatic.--Filed April 24" 1942.

TO THE HONORABLE, THE JUDGES OF SAID COURT:--

The Answer of Helen J. Wilson, Lunatic, to the Bill of Complaint, by Maurice C. Wilson, Committee of the Person and Estate of Helen J. Wilson, by and under the authority of an Order of this Honorable Court passed on the 23rd day of April, 1942, in the Matter of the Estate of Helen J. Wilson, Lunatic, Equity No. 7481, admits the allegations contained in the Bill of Complaint and consents to the passage of the decree prayed therein.

Maurice C. Wilson

Committee of the Person and Estate

of Helen J. Wilson, Lunatic

George E. Rullman

Solicitor for Committee

Filed April 24" 1942.

Answer of Anna F. Bowman -- Filed April 24" 1942.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Answer of Anna F. Bowman to the Bill of Complaint filed against her admits the allegations contained in the said Bill of Complaint and consents to the passage of --------- the decree as prayed therein.

George E. Rullman — Anna F. Bowman

Solicitor for Anna F. Bowman — Defendant

Filed April 24" 1942.

George K. Jacobi, et al., — No. 8343 Equity.

vs. — In the Circuit Court for

Helen K. Wilson, et al. — Anne Arundel County.

Testimony on behalf of the Plaintiffs and Exhibits. May 15th., 1942 --Filed May 19"1942.

PRESENT:-

William J. McWilliams, Esq., Solicitor for Plaintiffs.

George E. Rullman, Esq., Solicitors for Defendants.

John S. Strahorn, Esq., Examiner.

Juliet D. Strahorn, Court Stenographer.

-------Agreement of Counsel to waive signatures.

WITNESSES:-

George K. Jacobi, ---------- 2 to 9

Ellen Jacobi Kumer, ---------- 10 to 11

T. Carroll Worthington, -------- 12 to 13

Joseph D. Lazenby, ---------- 14 to 15

George K. Jacobi, one of the Plaintiffs in the case, being first duly sworn, deposes and says:--

(McWilliams.)

1. You are George K. Jacobi?

A. Yes.

2. And you live at 89 Market-st., Annapolis, Md.

A. Yes.

3. Who was George Jacobi, Sr?

A. My grandfather.

4. How many children did George Jacobi, Sr. have?

A. Mary, George, Louise, Helen, Charles, Frank and Anna.

5. Of these children George is known as ---------- George Jacobi, Jr. was he not?

A. Yes.

6. Louise is known as Louise A. Jacobi was she not?

A. Yes.

7. Mary was known as Mary J. Jacobi was she not?

A. Yes.

8. Anna was known as Anna A. V. Bowman was she not?

A. Yes.

9. Charles as Charles A. Jacobi was he not?

A. Yes.

10. Joseph as Joseph F. Jacobi? Also as J. Frank Jacobi?

A. Yes.

11. Helen is Helen J. Wilson.

12. So that George Jacobi, Sr. was your grandfather. During his life time did George Jacobi, Sr. own the property known as 49 and 51 Maryland avenue in the City of Annapolis, Md.

A. As far as I know he did.

13. Is that the same property described in a deed from Henry Dunker and wife, and another from Isabelle Miller and husband, known as Exhibits A and B with the Bill in this case?

A. It is.

----Offered in evidence and marked Exams. Exhibits 1 and 2.

14. When did your grandfather, George Jacobi, Sr. die?

A. October 10th., 1912.

15. Did he die intestate or did he leave a Will?

A. He did not leave any will to my knowledge.

16. To whom were Letters of Administration on his estate granted?

A. To George Jacobi, Jr.

17. Did he complete administration of your grandfather's estate or did he die before doing so?

A. He died before completing the administration.

18. Who completed the administration of the estate of George Jacobi, Sr.?

A. Louise A. Jacobi.

19. Did your grandfather, George Jacobi, Sr. leave a widow?

A. Yes.

20. What was her name?

A. Ellen Jacobi.

21. Do you know when she died?

A. I think it was a year after my grandfather, her husband, died.

22. Did she die intestate or did she leave a will?

A. She did not leave a will.

23. Did she re-marry before she died?

A. No.

24. Is Mary J. Jacobi living or dead?

A. She is dead.

25. Do you know when she died?

A. December 10th., 1915, she was the first one of the children to die.

26. Did she ever marry?

A. No.

27. Did she die intestate or did she leave a will.
A. She did not leave a will.
28. Was the administration of your grandfather's estate completed by Louise A. Jacobi?

A. She did file final papers.

29. When did George Jacobi, Jr. die?

A. December 8th., 1914.

30. Did he ever marry?

A. No.

31. Did he leave a last will and testament?

A. Yes.

32. To whom did he devise his 1/6th interest in the Maryland avenue property?

A. To his sister Louise A. Jacobi.

----Offer in evidence certified copy of the Will which is filed with the Bill as Exhibit C. now filed as Exam. Exht. 3.

33. What did your father, Joseph F. Jacobi do with his one-sixth interest in the property?

A. He conveyed his interest to his surviving brothers and sisters, Charles A. Jacobi, Louise A. Jacobi, Helen K. Wilson and Anna A. V. Bowman, as tenants in common in deed dated May 2nd, 1923.

----Deed filed as Exhibit D with Bill, now filed as Exam. Exh. 4

34. Did Louise A. Jacobi, Helen J. Wilson and Anna A. V. Bowman execute a mortgage on their respective interests in the property in the amount of $2,000 to Charles A. Jacobi?

A. Yes.

35. Was that mortgage dated May 9th 1923 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. 76 folio 13?

A. Yes.

36. Did Charles A. Jacobi, Helen T. Wilson and Anna A. V. Bowman on the same day execute a mortgage of their interests in the property in the amount of One Thousand Dollars to Louise A. Jacobi?

A. Yes.

37. Is that mortgage recorded in W. N. W. 76, folio 8?

A. Yes.

38. Have both those mortgages been fully satisfied?

A. Yes.

39. Have they been released of record?

A. No, they have not been released.

40. Is your father, Joseph F. Jacobi living?

A. No, he died November 24th, 1935.

41. Who survivied him?

A. He is survivied by his widow, Frances V. Jacobi, Ellen Jacobi Kumer Anna Jacobi, Virginia Jacobi, and George K. Jacobi.

42. Are Frances V. Jacobi, your mother, and all four of the children living and of full age?

A. They are all living and of full age.

43. Are you (George K. Jacobi) married?

A. Single.

44. Is Anna married or single?

A. Single.

45. Is Virginia single?

A. Jes.

46. Is Ellen Jacobi Kumer married?

A. Yes, her husband's name is Harold Kumer.

47. Is Anna A. V. Bowman still living?

A. No, she is dead.

48. Did she die at Cliffside, New Jersey?

A. She died on January 11th, 1938 at Cliffside, N.J.

49. Did she leave a last will and testament duly executed to pass real estate in this state?

A. Yes.

50. Has a certified copy of her last will and testament which was admitted to probate in the Surrogate's Court of Bergen County, New Jersey, been filed for record in the office of the Register of Wills for Anne Arundel County?

A. Yes.

51. Have Letters of Ancillary Administration c.t.a. been granted to George E. Rullman, Esq. of the Anne Arundel County bar on the estate of Anna A. V. Bowman?

A. Yes.

52. And Notice to Creditors been issued?

A. Yes.

53. To whom did Anna A. V. Bowman devise her entire estate?

A. To her daughter, Anna F. Bowman.

54. Is her estate still in the process of Ancillary Administration in Anne Arundel County?

A. Yes.

----Certified copy of her Will is filed with the Bill of Complaint as Exhibit E now filed as Exam. Exh. 5.

55. When did Louise A. Jacobi die?

A. December 15th, 1941.

56. Did she leave a last will and testament duly executed to pass real estate in this state?

A. Yes.

57. Has that will been admitted to probate in the Orphans Court for Anne Arundel County?

A. Yes.

58. Is it recorded in the office of the Register of Wills?

A. Yes.

59. To whom did Louise A. Jacobi devise her 9/24th interest in the property?

A. To her brother, Charles A. Jacobi.

----Certified copy of will of Louise A. Jacobi is filed as Exh. F with the Bill, now filed as Exam. Exht. No. 6.

60. Have Letters of Administration c.t.a. been granted on the estate of Louise A. Jacobi?

A. Yes.

61. To whom were they granted?

A. To George E. Rullman, Esq., and George K. Jacobi.

62. Has Notice to Creditors been published?

A. Yes.

63. Is the estate now in the process of administration?

A. Yes.

64. Is the personal estate of Louise A. Jacobi solvent?

A. No.

65. Will any part of the proceeds of the sale of this property be needed to pay any claims against the estate of Louise A. Jacobi?

A. Yes.

66. When did Charles A. Jacobi die?

A. December 23rd, 1941

67. Did he leave a will?

A. No, he died intestate.

68. To whom were Letters of Administration on the estate of Charles A. Jacobi granted?

A. To George E. Rullman, Esq. and myself (George K. Jacobi)

69. Has Notice to Creditors been published?

A. Yes.

70. And the estate is in process of administration?

A. Yes.

71. Is the personal estate of Charles A. Jacobi solvent?

A. Yes.

72. Will any part of the proceeds of sale of this property be necessary to pay any claims against the estate of Charles A. Jacobi?

A. No.

73. Whom did he leave surviving him?

A. His sister, Helen J. Wilson, a Niece, Anna F. Bowman, and a niece, Anna Jacobi, a niece, Ellen Jacobi Kumer, a niece, Virginia Jacobi, and a nephew George K. Jacobi.

74. Anna F. Bowman is the daughter of Anna A. V. Bowman? A. Yes.

75. Yourself, George K. Jacobi; Anna Jacobi, Ellen Jacobi Kumer, and Virginia Jacobi are all the children of the deceased brother of Charles A. Jacobi, namely, Joseph F. Jaconbi?

A. Yes.

76. Are all the parties to this suit sui juris?

A. No.

77. Who is not?

A. Helen J. Wilson who is a lunatic.

78. Has a Committee been appointed for Helen J. Wilson?

A. Yes.

79. Who is the Committee?

A. Her son, Maurice Wilson.

80. Was he appointed by the Circuit Court for Anne Arundel County?

A. Yes.

81. Was he appointed in proceedings In the Matter of the Estate of Helen J. Wilson, lunatic," in the Circuit Court for Anne Arundel County, No. 7481 Equity?

A. Yes.

82. Has he been authorized by the Circuit Court for Anne Arundel County to appear and answer on behalf of his mother, in this case?

A. Yes.

83. Are all of the parties to this case residents of the State of Maryland?

A. No.

84. Who is not?

A. Anna F. Bowman.

85. Of what state is she a resident?

A. New Jersey.

86. All other parties are residents of Maryland?

A. Yes.

87. Helen J. Wilson is a widow?

A. Yes, of Charles A. L. Wilson.

88. She is not now married?

A. No.

89. Is any other party to this cause married?

A. Ellen J. Kumer is the wife of Harold Kumer.

90. All other parties are unmarried?

A. Yes.

91. What are the respective interests of the parties to this case in the property which has been mentioned?

A. Helen J. Wilson, ---------- 58/144

Anna F. Bowman, ---------- 58/144

George K. Jacobi, ----------7/144

Anna Jacobi ---------- 7/144

Ellen J. Kumer ---------- 7/144

Virginia Jacobi ---------- 7/144

92. What does this property consist of?

A. Two lots of ground 49 and 51 Maryland avenue in City of Annapolis improved by a double dwelling.

93. Is it residential or commercial property?

A. One dwelling is stricyly residential and the other is partly commercial, it has a store in the front.

94. Could that property be divided among the parties entitled?

A. No.

95. Will it be necessary that the property be sold in order to make proper division among the parties entitled?

A. Yes.

96. Is the property producing any income now?

A. No.

97. What is the condition of the property?

A. The property is in such condition that it is not rentable, I would say, except for the store and it would take quite an expenditure of money to put it in good condition to rent.

98. For what years are taxes due?

A. 1941, $70.34; 1942, $84.02; City and County taxes are due for two years.

No Cross Examination.

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

A. No.

Signatures waived by agreement of counsel.

Ellen Jacobi Kumer, a witness of lawful age, being first duly sworn, deposes and says:- (McWilliams)

1. State your name and residence?

A. Ellen Jacobi Kumer, 89 Market St., Annapolis, Md.

2. You are a sister of George K. Jacobi who just testified, and one of the parties to this proceeding?

A. Yes.

3. Have you heard all the questions just been asked George K. Jacobi, your brother?

A. Yes.

4. If those same questions were asked you would your answers be the same?

A. Yes.

5. Would they differ in any particular?

A. No.

6. Do you know of your own knowledge that all the testimony given by your brother, George K. Jacobi, with respect to the pedigree of your family to be true, accurate and correct?

A. Yes.

7. You have nothing to add to it?

A. No, I have not.

8. Have you seen the property mentioned herein?

A. Yes, I have been familiar with it for a number of years.

9. In your opinion, is it possible to divide that property in kind among the parties entitled to an interest in it?

A. No it is not.

10. Do you think it will have to be sold in order to properly divide it amongst those entitled to it as their interests are?

A. Yes.

NO CROSS EXAMINATION.

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

A. No, there is not.

Anna Jacobi, a witness of lawful age, being first duly sworn, deposes and says:- (McWilliams).

1. State your name and residence?

A. Anna Jacobi, 89 Market St., Annapolis, Md.

2. You are a sister of George K. Jacobi who just testified?

A. Yes I am.

3. You heard the questions just asked George K. Jacobi, your brother?

A. Yes.

4. If those same questions were asked you would your answers be the same?

A. As much as I know of it, I don't know the dates or anything like that.

5. Would your answers be different in any particular that you know of?

A. No.

6. So far as you know, the pedigree given of your family by your brother, is true, accurate and correct?

A. Yes sir, far as I know.

7. You know the property we are discussing here?

A. Yes, I know it and am familiar with it.

8. In your opinion, would it be possible to divide this property in kind among the parties

entitled, as their respective interests appear?

A. No.

9. In your opinion the property would have to be sold in order to divide the proceeds?

A. Yes.

No Cross Examination.

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

A. No, I think that's all.

May 19th, Testimony continued.

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

1. State your name, residence and occupation?

A. T. Carroll Worthington, Annapolis, Md.; engaged in real estate and insurance business.

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

A. Since 1934.

3. Are you familiar with property and property values in and around Annapolis?

A. I am.

4. Have you had experience in appraising real estate during the time you have been engaged in real estate business?

A. I have.

5. Do you know the property known as 49 and 51 Maryland avenue owned by the Jacobi heirs?

A. I do.

6. What does that property consist of?

A. A brick dwelling and office, frame in the rear, 2½ stories high, having a frontage on Maryland avenue of 32 feet; no heat, no electricity except in the store.

7. Is the store now occupied?

A. No. It was not at the time I saw it.

8. Did you inspect this property?

A. I did, about two weeks ago.

9. What is the general condition of the property as to state of repairs?

A. The office is in fair state of repair but the dwelling is in terrible state, needs complete renovation or re-conditioning to make it livable.

10. In your opinion, what is a fair, market value of that property?

A. $7,000.

11. Would you say that that property is susceptible of division in kind among the Jacobi heirs?

A. It is not.

12. Then, in order that the Jacobi heirs may receive their respective interests it would be necessary to sell the property and divide the proceeds?

A. It would.

13. Do you know whether the property is producing any income at the present time?

A. It is not.

14. There is no tenant in it at all?

A. That's right.

15. Is that property located in a business or residential section of Annapolis?

A. In the business section.

No Cross Examination.

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

A. Nothing else.

Signature waived by agreement of Counsel.

Joseph D. Lazenby, a witness of lawful age, being first duly sworn, deposes and says:

1. State your name, residence and occupation?

A. Joseph D. Lazenby, Annapolis, Md., engaged in real estate and insurance business.

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

A. Since February, 1932, ten years.

3. Are you familiar with property and property values in and around Annapolis?

A. Yes.

4. Do you know, and have you examined the property known as 49 and 51 Maryland avenue, now owned by the Jacobi heirs?

A. Yes.

5. What does that property consist of?

A. It consists of a brick dwelling, 2½ stories high with tin roof and back of it a frame broken down building; very dilapidated structure in the rear, the frontage is 32 feet on Maryland avenue by 113 feet, that is plat and stepoff measurement.

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

A. $7500.

7. What is the condition of the property, is it in good state of repair?

A. The house is in deplorable condition, no electric light, heated by Latrobe stoves, I would say completely worn out, with the exception of the one store on the first floor where the Penn. Railroad had an office.

8. Do you know whether or not that property is producing any income at the present time .
A. The property is vacant at the present time.
9. In your opinion is that property susceptible of division in kind among the Jacobi heirs?

A. No sir.

10. Then in your opinion in order that the heirs of the Jacobis may get their respective interests it will be necessary to have the property sold and to divide the proceeds among those entitled to their respective shares, or as their interest may appear?

A. That's correct.

11. Is that property a residential or business site?

A. It is a business street, it was used as a residence, a portion of it, however.

No Cross Examination.

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

A. No.

Signature waived by agreement of counsel.

There being no other witnesses to be examined on behalf of the Plaintiffs, and no further testimony desired on their behalf, and the Defendants not desiring to take any testimony, this testimony is now closed, and, at request of Solicitors for both Plaintiffs and Defendants is returned to the Court.

Witness my hand and seal this 19th day of May, 1942.

John S. Strahorn,Examiner, (Seal)

DECREE June 9, 1942 -- Filed June 9th., 1942.

This cause standing ready for hearing and being submitted, proceedings were read and considered.

It is thereupon, this 9th day of June, 1942, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that the property mentioned in the proceedings be sold; and that William J. McWilliams and George E. Rullman be, and they are hereby, appointed Trustees to make said sale; and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a surety or sureties, to be approved by this Court in the penalty of Seven Thousand Dollars ($7000.00), conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement inserted in some daily newspaper published in the City of Annapolis as they shall think proper, of the time, place, manner and terms of sale, which terms shall be a payment of Three Hundred Dollars, ($300.00) on the day of sale and the balance in cash, with interest at six per centum per annum, from the day of sale, upon the final ratification of said sale, and as soon as may be convenient after said sale, the said Trustees shall return to this Court a full and particular account of their proceedings relative to said sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale and on the payment of the whole purchase money (and not before) said Trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Plaintiffs and Defendants, and those claiming by, from or under them, or either of them; and the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

And the Trustees shall in the aforesaid advertisement of sale give ninety (90) days notice to the creditors of Charles A. Jacobi, deceased, Anna A. V. Bowman, deceased, and Louise A. Jacobi, deceased, to file in this cause their claims against the said decedents, as provided by Section 117 of Article 93 of the Annotated Code of Maryland,

Ridgely P. Melvin, Judge.

Filed June 9th., 1942.

Bond -- Filed and Approved this 6th. day of July 1942 -- John H. Hopkins, 3rd., Clerk.

KNOWN ALL BY THESE PRESENTS:

That we, William J. McWilliams and George E. Rullman, as Principals, of Anne Arundel County, Maryland and The Fidelity and Casualty Company, a corporation of the State of New York, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven Thousand and 00/100 ($7000.00) to be paid to the said State or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by

these presents.

Sealed with our seals and dated this 2nd day of July in the year of our Lord one thousand, nine hundred and forty-two.

Whereas the above bounden William J. McWilliams and George E. Rullman by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County have been appointed trustees to consumate the sale of certain real estate mentioned in the proceedings in the case of George K. Jacobi et al. vs. Helen J. Wilson et al., now pending in said court. (Being #8343 Equity).

Now the condition of the above obligation is such that, if the above bounded William J. McWilliams and George E. Rullman do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Mary L. Bass — William J. McWilliams (Seal)

Mary L. Bass — George E. Rullman (Seal)

Mary L. Bass — The Fidelity and Casualty Company of New York

(CORPORATE SEAL) — By Annie Laurie Wiegard

Attorney-in-fact

Filed July 6" 1942.

REPORT OF SALE. ---- Filed July 8" 1942.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of William J. McWilliams and George E. Rullman, Trustees, appointed by a decree of this Court, passed in the above-entitled cause, dated June 9, 1942, to make sale of certain real estate therein mentioned, respectfully shows:

1. That after giving bond with security for the faithful performance of their trust, having and after complied with all the other prerequisites, as required by law and the said decree, and after having given notice of the time, place, manner and terms of sale by advertisements inserted in the "Evening Capital", a newspaper printed and published in Anne Arundel County, for at least three successive weeks before the day of sale, and also by handbills distributed throughout the vicinity of the property and elsewhere, they did on Tuesday, July 7, 1942, at 11:00 o'clock a. m., at the Court House door in the City of Annapolis, Maryland, offer the property for sale by public auction; and the said William J. McWilliams and George E. Rullman, Trustees, as aforesaid, then and there sold the property to CAROLYN L. HEALY for the sum of Seven Thousand and Twenty Five Dollars, ($7025.00), being at that figure the highest bidder therefor, the said property being the following:

All those two (2) lots or parcels of ground, together with the improvements thereon, situate on the southeast side of Maryland Avenue, and more particularly described as follows:

BEGINNING FOR THE FIRST at the center of the house owned by Daniel M. Sprogle and occupied by Miss Pritchard, and the house intended by his deed to be conveyed, thence running up said northeast street, 17 feet 3 inches until it intersects the divisional line of a lot owned by James Pritchard, thence with said line 118 feet until it strikes the lot owned by and in possession of A. B. Hagner, then with said line 17 feet 4 inches to the line which divides the lot of said Sprogle and the one now hereby conveyed, then with said last mention-

ed line to the place of beginning.
(Description taken from deed dated October 10, 1862, from Henry Dunker and wife to George Jacobi).

BEGINNING FOR THE SECOND at a point on the southeast line of Maryland Avenue aforesaid in the center of the brick partition wall dividing the property hereby conveyed from the property owned and occupied by the said Jacobi and running from thence, with the center of said partition wall and with the division line of this lot and that of the said Jacobi, southeastwardly 117 feet 3 inches to intersect the division fence between this lot and the lot formerly owned by Alexander B. Hagner now owned by Dr. Lieberman; thence with said Lieberman's line and fence aforesaid northeastwardly parallel with the line of Maryland Avenue 17 feet 4 inches; thence northwestwardly 117 feet 3 inches to the southeast line of Maryland Avenue; thence with said line of Maryland Avenue southwestwardly 17 feet 4 inches to the place of beginning.
(Description taken from deed dated June 9, 1883, from Isabella Miller and husband to George Jacobi).

2. And the said Trustees further report that they have received from the purchaser the deposit of $300.00 required by the terms of sale, and have 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 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

George E. Rullman

Trustees

STATE OF MARYLAND: COUNTY OF ANNE ARUNDEL: SS:

I HEREBY CERTIFY that on this 7th day of July, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM J. McWILLIAMS and GEORGE E. RULLMAN, Trustees, 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

William J. McWilliams George E. Rullman Solicitors

Annapolis, Maryland

TRUSTEE'S SALE OF VALUABLE IMPROVED REAL ESTATE known as No. 49 and No. 51 MARYLAND AVENUE in the CITY OF ANNAPOLIS.

By virtue of a decree of the Circuit Court for Anne Arundel County, in equity, dated June 9, 1942, in a proceeding entitled "George K. Jacobi, et al. vs. Helen J. Wilson et al. No. 8343 Equity," the undersigned trustees will sell at public auction at the Court House door Annapolis, Anne Arundel County, Maryland, on Tuesday, July 7th, 1942 at 11:00 A. M.

All those two (2) lots or parcels of ground, together with the improvements thereon, situate on the southeast side of Maryland avenue, and more particularly described as follows:

Beginning for the first at the center of the house owned by Daniel M. Sprogle and occupied by Miss Pritchard, and the house intended by his deed to be conveyed, thence running up said Northeast street, 17 feet 3 inches until it intersects the divisional line of a lot owned by James Pritchard, thence with said line 118 feet until it strikes the lot owned by and in possession of A. B. Hagner, then with said line 17 feet 4 inches to the line which divides the lot of said Sprogle and the one now hereby conveyed, then with said last mentioned line to the place of beginning. (Description taken from deed dated October 10,1862 from Henry Dunker and wife to George Jacobi.)

Beginning for the second at a point on the southeast line of Maryland avenue aforesaid in the center of the brick partition wall dividing the property hereby conveyed from the property owned and occupied by the said Jacobi and running from thence, with the center of said partition wall and with the division line of this lot and that of the said Jacobi, southeastwardly 117 feet 3 inches to intersect the division fence between this lot and the lot formerly owned by Alexander B. Hagner now owned by Dr. Lieberman; thence with said Lieberman's line and fence aforesaid northeastwardly parallel with the line of Maryland avenue 17 feet 4 inches; thence northwestwardly 117 feet 3 inches to the southeast line of Maryland avenue; thence with said line of Maryland avenue southwestwardly 17 feet 4 inches to the place of beginning. (Description taken from deed dated June 9, 1883, from Isabella Miller and husband to George Jacobi).

The property is improved by a two-story brick dwelling and store.

TERMS OF SALE: A deposit of $300 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 the undersigned trustees.

NOTICE TO CREDITORS

This is to give notice to all persons having claims against

CHARLES A. JACOBI, deceased

ANNA A. V. BOWMAN, deceased

LOUISE A. JACOBI, deceased

to file said claims, with the vouchers thereof legally authenticated, in the above entitled proceeding, viz: "George K. Jacobi et al vs. Helen J. Wilson, et al", No. 8343 Equity, Circuit Court for Anne Arundel County, on or before September 16, 1942 they may otherwise by law be excluded from all benefit of said estate.

William J. McWilliams,

George E. Rullman,

Trustees.

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 7th day of July, 1942, sold the within described property to Carloyn L. Healy at and for the sum of Seven Thousand twenty five ($7,025.00) Dollars, she being at that figure the highest bidder therefor, and I hereby further certify that said sale was fairly made.

Geo. W. Scible, Auctioneer.

PURCHASER'S CERTIFICATE

I hereby certify that I have this 7th day of July, 1942, purchased the within described property from William J. McWilliams and George E. Rullman, Trustees, at and for the sum of Seven Thousand and Twenty Five Dollars ($7,025.00), and I hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Test: Richard M. Johnson — Carolyn L. Healy (Seal)

ORDER NISI.

Ordered, this 8th., day of July, 1942, That the sale of the property mentioned in these proceedings made and reported by William J. McWilliams and George E. Rullman, 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 this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th., day of August next.

The report states that the amount of sales to be $7,025.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication — Annapolis, Md., August 10th, 1942

We hereby certify, that the annexed Order Nisi - Equity No. 8343 - George K. Jacobi was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of August, 1942. The first insertion being made the 9th day of July, 1942.

The Capital-Gazette Press, Inc.

By Anne Bennett.

ORDERED BY THE COURT, This 11th day of August, 1942 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Filed August 11th., 1942.

George K. Jacobi, et al — No. 8343 Equity

vs. — In the Circuit Court for

Helen J. Wilson and Anna F. Bowman — Anne Arundel County.

Auditor's Report and Account -- Filed Sept. 21st., 1942.

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. George K. Jacobi, et al vs. Helen J. Wilson and Anna F. Bowman in ac. with William J. McWilliams and George E. Rullman, Trustees.

To Trustees for Commissions — $242.15

To Trustees for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	$ 10.00	$
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court - costs	29.75	
Auditor	22.50	72.25
To Trustees for Expenses, viz:		
Capital-Gazette Press - advertising sale	37.50	
Capital-Gazette Press - handbills	5.75	
Capital-Gazette Press - Order Nisi on sale	5.00	
Capital-Gazette Press - Order Nisi on this ac.	5.00	
B. J. Wiegard, Agent - bond premium	28.00	
George W. Scible, - auctioneer	26.00	
Clerk of Court - recording two releases	2.00	
Clerk of Court - certified copies (deeds)	3.25	
John S. Strahorn - Examiner	12.00	
Jos. D. Lazenby - appraisal fee	25.00	
T. Carroll Worthington - appraisal fee	25.00	
Juliet D. Strahorn - stenographer	10.50	
James E. Chapman - hauling rubbish	10.00	
Geo. K. Jacobi - advanced for cleaning premises	12.00	
One-half Federal revenue stamps	4.13	
One-half State revenue stamps	3.50	
Register of Wills - certified copies wills	9.00	
Samuel S. Stokes - notary fee	.50	224.13
To Trustees for Taxes, viz:		
1941 State and county Taxes	71.89	
1942 State and County Taxes ($85.93-adj)	44.47	
1941 City of Annapolis Taxes	73.25	
1942 City of Annapolis Taxes ($69.11-adj)	1.30	190.91
To Trustees for Benefit Charges, viz:		
Annapolis Water Co. - water rent to 6/30/42		5.25
Net proceeds of sale $6,336.94		
Distributed as follows:		
Interest of Louise A. Jacobi (9/24) in proceeds of sale distributed as follows:	2,376.35	
To Geo. E. Rullman and Geo. K. Jacobi, Admrs. D.B.N. C.T.A. - amount required to pay claims filed in Orphans Court	499.78	499.78
	1,876.57	
Less 7½% collateral inheritance tax on balance for distribution to Chas. A. Jacobi	140.74	

To Charles A. Jacobi, devisee	$1,735.83	
To Charles A. Jacobi - 5/24 interest in net proceeds of sale	1,320.20	
Total interest of Charles A. Jacobi	3,056.03	
Less 7½% collateral inheritance tax	229.20	
Net balance of interest of Charles A. Jacobi, distributed as follows:	2,826.83	
To Helen J. Wilson, sister - one-third		$ 942.27
To Anna F. Bowman, niece - one-third		942.28
To George K. Jacobi, nephew - one-twelfth		235.57
To Anna Jacobi, niece - " "		235.57
To Ellen J. Kumer, niece - " "		235.57
To Virginia Jacobi, niece - " "		235.57
To Anna F. Bowman, devisee of Anna A.V. Bowman,- 5/24/ interest in net proceeds	1,320.20	
Less direct inheritance tax of 1%	132.02	
To Anna F. Bowman - balance		1,188.18
To Helen J. Wilson - 5/24 interest in net proceeds of sale		1,320.19
To Register of Wills - inheritance taxes as follows:		
Collateral inheritance tax on interest of Louise A. Jacobi for distribution	140.74	
Collateral inheritance tax on interest of Charles A. Jacobi for distribution	229.20	
Direct inheritance tax on interest of Anna A. V. Bowman	132.02	501.96
		$7,071.63

Cr.	July 7 1942	Proceeds of Sale	$7,025.00
		Interest on deferred payment	46.63
			$7,071.63

ORDER NISI.

ORDERED, This 21st., day of September, 1942, 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 23rd., day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd., day of October next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., October 27, 1942.

We hereby certify, that the annexed Order Nisi - No. 8343 Equity - George K. Jacobi, et al vs. Helen J. Wilson & Anna F. Bowman - 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 23rd., day of October, 1942. The first insertion being made the 22nd., day of September, 1942.

The Capital-Gazette Press, Inc.
By Anne Bennett.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 29 day of October, 1942, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

Filed Sept. 21st., 1942.

William Arthur Grolz and Lucy Grolz	:	No. 8349 Equity.
VS.	:	In the Circuit Court for
Carl Berard and Yvette Berard		Anne Arundel County.

Bill of Complaint and Order of Publication -- Filed May 8" 1942.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATORS, complaining, say:

FIRST: That they are the owners in fee simple of a lot of ground and the improvements erected thereon, consisting of a one and one-half story frame dwelling house, situated in the Second Election District of Anne Arundel County, Maryland, described as Lot No.11 on the plat of the subdivision of the "Boucher" property made by W. C. Munroe, Civil Engineer, and filed among the Plat Records of Anne Arundel County in Plat Book G. W. No. 1, Section 3, folio 202, to which reference is made and prayed to be taken as part hereof.

SECOND: That on the 28th day of March, 1939, your orators executed a contract of sale for the purchase of said property with the respondents for the price of $4,000.00, of which $300.00 was paid at the time of its execution, the balance to be liquidated in monthly installments as therein set forth until the said purchase price, together with interest at 6% was paid, all as will appear by reference to the aforesaid contract, which is filed herewith as "Complainants' Exhibit 'A.'"

THIRD: That the said respondents went into possession of said property and made regular, monthly remittances until October 3, 1939, after which no further payments were made; and on December 16, 1939, after having paid only $596.00 on the purchase price, they vacated the premises and removed from Anne Arundel County to the State of Florida, completely abandoning said property.

FOURTH: That notwithstanding your orators' many demands upon them for fulfillment of their contract after their default, the respondents refused to do so; and your orators there-

upon, in accordance with the terms of the said contract, reentered the property and again had and possessed the same as before said sale.

FIFTH: That your orators have entered into another contract of sale with Elsie C. L. Smith and Grace E. Roth for the purchase of the same property, which contract is filed herewith and marked "Complainants' Exhibit 'B'"; and they are advised by said purchasers that the aforesaid Berard contract has been filed among the Land Records of Anne Arundel County in Liber J.H.H. No. 205, folio 14, and is still outstanding, placing a cloud on the title to said lot of ground which must be removed before said purchasers will accept a deed to the same.

SIXTH: That the respondents are non-residents of this state and when last heard from resided at No. 61 N. E. 49th Street, Miami, Florida; that they have since moved, and their present address is unknown to your orators.

SEVENTH: That your complainants have been unable to contact the respondents so as to acquire a quit claim deed from them as demanded by the said new purchasers; and they are, therefore obliged to resort to a Court of Equity to have the aforesaid recorded contract of sale declared null and void and of no legal effect as a matter of record.

WHEREFORE, your petitioners pray:

(1) THAT the contract executed on March 28, 1939, by and between your orators and the respondents and recorded in Liber J.H.H. No. 205, folio 14, of the Land Records of Anne Arundel County be declared null and void and of no further force and effect.

(2) THAT the monies paid on said purchase price before default be declared forfeited and the property of the complainants in accordance with the terms of the contract.

(3) AND for such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS--to grant unto your orators the order of publication giving notice to the respondents, CARL BERARD and YVETTE BERARD, who are non-residents of this state, of the object and substance of this bill and warning them to appear in this court in person or by solicitor on or before a certain day to be named therein to show cause, if any they have, why a decree should not be passed as preyed.

And as in duty bound, etc.

William A. Grolz
Lucy Grolz,
Complainants

Albert J. Goodman
Solicitor for Complainants.

STATE OF MICHIGAN, COUNTY OF MACOMB, TO WIT:

I HEREBY CERTIFY that on this 30 day of April, 1942, before me, the subscriber, a Notary Public of the State of Michigan, in and for the county aforesaid, personally appeared WILLIAM ARTHUR GROLZ and LUCY GROLZ, his wife, the within-named complainants, and made oath in due form of law that the matters and facts alleged in the foregoing bill of complaint are true to the best of their knowledge, information and belief.

(NOTARIAL SEAL)

Edwin G. Kolbe
Notary Public
Wayne County acting in Macomb Co.

My Commission expires 12/26/42.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATORS petition the Court that the above respondents be proceeded against as non-

residents of the State of Maryland, and that notice be given by order of publication.

Albert J. Goodman

Solicitor for Complainants

ORDER OF COURT

Let the order of publication be issued as prayed.

May 8, 1942 Ridgely P. Melvin, A.J.

ALBERT J. GOODMAN, SOLICITOR

ANNAPOLIS, MARYLAND

ORDER OF PUBLICATION

THE object of this suit is to obtain a decree declaring null and void a contract of sale for certain real estate executed by the parties hereto and to declare forfeited the monies paid thereon up to the time of default.

THE bill of complaint recites that the complainants own certain real estate described as Lot No. 11 and improvements thereon, as shown on the plat of the "Boucher" property located in the Second Election District of Anne Arundel County, Maryland. That on March 28, 1939, they executed a contract of sale for said property with the respondents at an agreed price on which a deposit was paid, and the balance due in regular, monthly installments, in accordance with the terms therein set forth. That the respondents took possession but defaulted in their payments after October 3, 1939, and abandoned the premises on December 16, 1939. That the complainants repossessed the property under the terms of the contract and have now entered into a new contract of sale with certain purchasers who request that the outstanding recorded contract of sale to the respondents be cancelled and declared null and void. That the respondents are non-residents of this state, whose present address is unknown. That the complainants have been unable to contact them and, therefore, resort to an order of publication to notify the respondents of this action to have the Court declare the aforesaid contract of sale null and void and the money paid to the time of default forfeited.

IT IS THEREUPON, this 8" day of May, 1942, by the Circuit Court for Anne Arundel County in Equity ordered that the complainants cause a copy of this order to be inserted in some newspaper printed and published in Anne Arundel County once in each of four successive weeks before the 9" day of June, 1942, giving notice to the said CARL BERARD and YVETTE BERARD of the object and substance of this bill, warning them to be and appear in this Honorable Court either in person or by solicitor on or before the 24" day of June, to show cause, if any they have, why a decree should not be passed as prayed herein.

John H. Hopkins, 3rd., Clerk.

Filed May 8" 1942.

COMPLAINANTS' EXHIBIT "A" --- Filed May 8" 1942;

THIS CONTRACT, made this 28 day of March, 1939, by and between William Arthur Grolz, and Lucy Grolz, his wife, of Mt. Clemens, Michigan, parties of the first part, and Carl Berard and Yvette Berard, his wife, of Annapolis, Maryland, parties of the second part.

WITNESSETH: That in consideration of the covenants and agreements herein mentioned and the payments to be made as herein specified, the said parties of the first part agree to sell unto the said parties of the second part, and the latter agree to purchase from the former, in accordance with terms hereinafter outlined, the following described property; All of that land on Boucher's Point, in section known as Eastport, Anne Arundel County,

Maryland, and known as lot No. 11, being the exact property formerly owned by Charles G. Grolz, together with all improvements thereon, in fee simple.

The said parties of the second part hereby promise and agree to pay to the said parties of the first part the sum of Four thousand and 00/100 ($4,000.00) dollars, with interest at the rate of 6% per annum, in the following manner; The sum of Three hundred and 00/100 ($300.00) dollars cash upon the signing of this contract, receipt whereof is hereby acknowledged, and the balance of Three thousand, seven hundred and 00/100 ($3,700.00) dollars as follows: The sum of Thirty seven and 00/100 ($37.00) dollars on the first of each and every month, commencing March first, 1939, which sum shall be applied first to the payment of interest on the balance due under this contract, and the remainder to be applied to the principal sum. Commencing June first, 1940, said monthly payments shall be increased to not less than Forty five and 00/100 ($45.00) dollars per month. And upon payment by the said parties of the second part of the said total amount of Four thousand and 00/100 ($4,000.00) dollars, and upon the surrender of this contract, the parties of the first part agree to execute a deed, at the expense of the said parties of the second part, conveying to them the above described property, free of all encumbrances.

The parties of the first part agree to install and pay for one-half the cost of the sewer connection attaching the plumbing from these premises to the Annapolis Metropolitan Sewer.

Taxes and all public charges to be adjusted as of date of this contract.

One half cost of Revenue Stamps to be borne by each of the parties hereto.

The parties of the second part agree to pay taxes, water rent and insurance,and public charges promptly, and upon failure so to do then this contract becomes in default and action as hereinafter outlined shall be enforceable.

And it is further agreed by and between the parties hereto that in case the said parties of the second part shall fail to make the payments aforesaid, or fail to pay taxes, water rent, public charges and insurance promptly when due, and upon the strict terms as herein contained, or shall fail to perform all or each or any of these agreements, then the said parties of the first part, their successors or assigns shall have the right to declare this contract null and void and all rights hereby granted or then existing in favor of the said parties of the second part, then this contract shall be declared null and void, and the real estate shall revert to and revest in the parties of the first part, without any declaration or forfeiture act or re-entry, making demand or any other act to be by the said parties of the first part performed, and such monies paid and improvements made shall belong to the said parties of the first part, their successors or assigns, in consideration of the use and occupation of the property by the said parties of the second part.

And it is further mutually agreed that should any of the agreements or terms herein contained be waived at any time by the said parties of the first part, such waiver shall not in any sense be construed as altering any of the terms or conditions of this contract.

And it is further mutually agreed that no assignments of this contract, by the parties of the second part, shall be valid unless the written consent of the parties of the first part is endorsed hereon.

In witness whereof we have hereunto set our hands and seals.

WITNESS: Emily Kolbe — Wm. Arthur Grolz (Seal)

Emily Kolbe — Lucy Grolz (Seal)

Elinore G. Girault — Carl Berard (Seal)

Elinore G. Girault — Yvette Berard (Seal)

State of Michigan, County of Macomb:

I hereby certify that on this 20 day of May, 1939, before me the subscriber a Notary Public of the State and County aforesaid, personally appeared William Arthur Grolz and Lucy Grolz, his wife, and acknowledged the aforegoing contract to be their act and deed.

Witness my hand and seal Notarial.

My Com. Exp. 12-26-42 (NOTARIAL SEAL) Edwin G. Kolbe

Notary Public. Wayne Co.

Acting in Macomb Co.

State of Maryland, County of Anne Arundel:

I hereby certify that on this 27 day of January, 1939 before me the subscriber a Notary Public of the State and County aforesaid, personally appeared Carl Berard and Yvette Berard, his wife, and acknowledged the aforegoing contract to be their act and deed.

Witness my hand and seal Notarial.

Executed in duplicate. (NOTARIAL SEAL) Elinore G. Girault

Notary Public.

Filed ~~7-9-42.~~

WILLIAM ARTHUR GROLZ and LUCY GROLZ — No. 8349 Equity.

VS. — In the Circuit Court for

CARL BERARD and YVETTE BERARD — Anne Arundel County.

COMPLAINANTS' EXHIBIT "B" --- Filed May 8th., 1942.

THIS AGREEMENT, Made this 1st day of April, nineteen hundred and forty-two, between WILLIAM ARTHUR GROLZ and LUCY GROLZ, his wife, of Macomb County and State of Michigan, of the first part, and Elsie C.L. Smith and Grace E. Roth, of Anne Arundel County and State of Maryland, of the second part.

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the Second Election District of Anne Arundel County, Maryland, designated as Lots Nos. 11 and 12 as shown on the Plat of the subdivision of the Boucher property made by W. C. Munroe, Civil Engineer, and filed among the Plat Records of Anne Arundel County in Plat Book G. W. No. 1, Section 3, folio, the improvements thereon being known as Nos. 211 and 209 Lockwood Street, respectively.

At and for the price of SEVEN THOUSAND TWO HUNDRED ($7,200.00) Dollars, of which ONE THOUSAND ($1,000) Dollars, have been paid prior to the signing hereof and the balance to be paid as follows:

The balance of SIX THOUSAND TWO HUNDRED ($6,200.00) DOLLARS to be secured by purchase money mortgage payable in installments ten years from the date thereof, with interest thereon at the rate of 4% per annum on the unpaid balance.

And upon completion of proceedings to clear title to Lot No. 11, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the prop-

erty by a good and merchantable title to the Vendee.

Taxes, water rent, and other charges to be paid or allowed for by the Vendor to date of deed.

Time is the essence of this contract.

Witness our hands and seals.

Test:

Emily Kolbe

William Arthur Grolz (Seal)

Lucy Grolz (Seal)

Elsie C. L. Smith (Seal)

Grace E. Roth (Seal)

Filed May 8" 1942.

Certificate of Publication of Order of Publication in The Southern Maryland Times.

Filed June 17" 1942.

Annapolis, Maryland June 5, 1942

THIS IS TO CERTIFY That the annexed advertisement of Order of Publication was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for Four successive weeks before the 9th day of June, 1942 that is to say, the same was inserted in the issues of May 15, 22, 29, June 5, 1942

The Southern Maryland Times

Filed June 17" 1942.

Thomas L. Christian, Business Manager.

PETITION FOR DECREE PRO CONFESSO AND ORDER OF COURT THEREON. Filed June 29" 1942.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of WILLIAM ARTHUR GROLZ and LUCY GROLZ, complainants in this case, respectfully shows:

FIRST: That on the 8th day of May, 1942, your petitioners filed a bill of complaint against the respondents, CARL BERARD and YVETTE BERARD, praying amongst other things a decree declaring null and void a contract of sale for certain real estate executed by the parties hereto and to declare forfeited the monies paid thereon up to the time of default.

SECOND: That on the same day, this Honorable Court passed an order of publication, which said order of publication was duly printed and published in Anne Arundel County aforesaid, as will more fully appear by reference to the certificate of publication filed herein.

THIRD: That the time limit, to wit, June 24, 1942, for the respondents to show cause why a decree should not be passed as therein prayed has expired; and the respondents have neither appeared nor answered any of the proceedings.

WHEREFORE, your petitioners pray that a decree pro confesso may be passed by this Honorable Court and leave be granted to your petitioners to take testimony before any one of the standing examiners of this court.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman

Solicitor for Complainants

ORDER OF COURT

UPON the foregoing petition, it is this 29th day of June, 1942, by the Circuit Court for Anne Arundel County in equity adjudged, ordered and decreed that the bill of complaint in this

case be and the same is hereby taken pro confesso, and leave is further granted to the complainants in this cause to take testimony before any one of the standing examiners of this court to substantiate the allegations of the bill.

Ridgely P. Melvin, A.J.

Filed June 29, 1942.

Testimony and 6 Exhibits on behalf of the Plaintiffs, July 6th, 1942.

Filed July 9th. 1942.

PRESENT:--

Albert J. Goodman, Solicitor for Plaintiffs.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

--- Decree Pro Confesso. June 29th., 1942.

WITNESSES.-

Joseph D. Laaenby, ---------- 2 to 4

L. Trail Fauble, ---------- 5

Joseph D. Lazenby, a witness of lawful age, being first duly sworn, deposes and says:- (Goodman).

1. State your name, residence and business?

A. Joseph D. Lazenby, Annapolis, Md.; Real Estate and Insurance.

2. Do you know William Arthur Grolz and Lucy Grolz, parties Plaintiff hereto, and Carl Berard and Yvette Berard, his wife, the Defendants in this case?

A. Yes.

3. Did you have any business relations with these respective parties on March 28th, 1939?

A. It started in January, the 28th, 1939.

4. What were those relations?

A. I prepared, and the Grolz and Berards entered into a Conditional Sales Contract for the purchase of a dwelling on Lockwood street in the Village of Eastport, Anne Arundel County, Md. The purchase price was $4,000, payments to be at the rate of $37 a month to apply on interest, and then on principal until the principal was paid off, when a deed to the property was to be given.

The purchaser, Berard, paid $300 as down payment on January 28th, 1942, in the form of $200 cash and a note for $100 at six months which he paid off, so the cash payment was $300, and then for nine months he continued his payments of $37 a month. On or about December 10th, 1939 he left Annapolis and went to Florida, and that was the last I saw of him. He had paid a total of $596, and he walked out. He had lived in the property all that time, and from October 2nd to December 10th paid nothing.

5. Have you made any effort to communicate with Mr. and Mrs. Berard since they left Maryland?

A. We made frequent efforts up to the time they left to collect the money, and afterwards sent them several letters to Florida at the address we had_trying to get them to complete their contract but received no reply.

6. I now hand you a Contract of Sale dated March 28th, 1939 covering certain real estate

located in Eastport, Md. signed by Mr. and Mrs. William Arthur Grolz and Carl Berard and wife, marked Plaintiffs' Exh. A and ask you whether this is a copy of the Contract executed by the parties in this case under your supervision about which you have just testified?

A. Yes, that is the Contract.

7. Does this Contract provide that upon default in the payments in accordance with its terms that it would be declared null and void and the real estate revert to the seller, the payments made to apply as rent?

A. Yes.

----Contract filed as Exam. Exh. No. 1.

8. Did you notify Mr. Grolz on December 19th, 1939 of the result of your examination with reference to prevailing upon Mr. Berard to comply with the terms of his Contract.

A. Yes.

9. Is the letter I hand you the original of the letter you addressed to Mr. Grolz?

A. That's the original letter.

----Filed as Exam. Exh. No. 2

10. I hand you a paper dated September 28th, 1940 purporting to be a certificate signed by Mr. and Mrs. Grolz and ask you to explain what that paper represents?

A. The paper represents an offer on our part to establish the facts in the case, and, as we thought, to clear the title to any claim that Berards might have had to the property.

----Filed as Exam. Exh. No. 3

11. Did Mr. Grolz go into possession of this property after the Berards had defaulted?

A. Yes, I went in as his agent.

12. Has the property been in Mr. Grolz' hands ever since December, 1939?

A. Yes, the property was rented on January 17th, 1940, or a month after through me as Agent for Mr. Grolz and he has had it in his possession ever since.

13. Did Mr. and Mrs. Berard make any payments since October 2nd, 1939?

A. My record shows October 2nd, 1939, that was the last payment.

Plaintiffs' Solicitor files an envelope showing a letter addressed to the last known address of Carl Berard in Florida and that same was returned "Not claimed".

Exam. Exh. No. 6

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

A. No.

Joseph D. Lazenby

L. Trail Fauble, a witness of lawful age, being first duly sworn, deposes and says:--

(Goodman.)

1. State your name and official position?

A. L. Trail Fauble, Annapolis, Md., Chief Deputy Clerk office of Clerk Circuit Court for Anne Arundel County.

2. As such Chief Deputy you have under your supervision the books of record of Anne Arundel County pertaining to real estate?

A. I do.

3. I show you this Contract of Sale dated March 28th, 1939 between William Arthur Grolz and

wife and Carl Berard and wife, covering property in Eastport, known as Lot 11, Eastport, Md. being the same property formerly owned by Charles G. Grolz, with all improvements thereon, is that Contract recorded in the Land Records of Anne Arundel County?

A. Yes it is, the same is recorded in Liber J.H.H. No. 205, Folio 14.

4. I ask you to refer to Liber J.H.H. 197 folios 349 and 351 and state whether or not there are deeds recorded on those pages of certain property known as Lot 11 on the Plat of the sub-division of Eastport, formerly the property of one Charles Grolz?

A. Yes a deed from the Executor and widow of Charles Groz to Lina Johnson on page 349, and Deed dated May 8th, 1939 from Lina Johnson, single, to Arthur Grolz and Lucy Grolz, his wife, recorded in J.H.H. 197 folio 351, of this same property Lot No. 11 on 40 foot street in 2nd District of Anne Arundel County, Eastport, on Bouchers Property Subdivision.

---This deed filed certified copy as Exam. Exh. 5

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

A. No.

L. Trail Fauble

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

Witness my hand and seal this 9th day of July, 1942.

Jno. S. Strahorn (Seal)
Examiner.

Filed July 9th., 1942.

Exams. Exh. 2 J.D.S. -- Filed July 9" 1942.

Annapolis, Maryland
December 19, 1939

Mr. Arthur Grolz,
43 Butler Street,
Mt. Clemens, Mich.

Dear Mr. Grolz:

With reference to your letter of the 13th, I had written Mr. Berard giving him until today to make settlement of the past due account. When John Pancoast called me Sunday evening, he had understood Berard had left the Yacht Company, and incidentally the City, I yesterday contacted the Yacht Company and found he had worked there until last Thursday, having left and gone to Florida as Captain of a private yacht.

I therefore went to the house and found they had indeed moved, leaving two bedroom suites, the porch furniture, but taking the living room furniture with them.
I then made arrangements to have the plumbing and heating plant drained, and have instructed an attorney to see whether the contract had been recorded, and if so to prepare a release for me, which I will send to Berard, in the hope that he will sign it.

Under the terms of the contract we have only to re-enter and take possession of the house, but in order to protect the title in the future I think it is advisable to clear up the matter of the contract in the Record Office.

I am also checking on the taxes to see whether they have been paid.

For your information, Mr. Berard had paid a total of $596.00.

As soon as we have the matter clear, as to the Record, I shall make every effort to find a new tenant or purchaser.

With very best wishes for the Christmas Season, I am

Very truly yours,
Julian Brewer and Son
By: Joseph D. Lazenby

Filed July 9" 1942.

Exams. Exh. #6 As to address. -- Filed 9" July, 1942.

Examiners Exhibit No. 5 -- Filed July 9" 1942.

(Int. Rev Stamp $4.00) (Md State Stamp $4.00)

THIS DEED, made this 8th day of May, in the year one thousand nine hundred and thirty-nine, by and between Lina Johnson, single, of Anne Arundel County, in the State of Maryland, of the first part, and Arthur Grolz and Lucy Grolz, his wife, parties of the second part, Grantees,

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations, paid by the said parties of the second part to the said party of the first part the receipt whereof is hereby acknowledged, the said Lina Johnson, single, does grant and convey unto the said Arthur Grolz and Lucy Grolz, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple, all that lot of ground situate, on the southwest side of a 40 foot Street in the Second Election District of Anne Arundel County, Maryland, designated as No. 11 on the Plat of the sub-division of the "Bouchers" property, made by W. C. Munroe, Civil Engineer, February 1920, and filed in Plat Book G. W. No. 1 Section 3 folio 202 of Anne Arundel County, and described as follows:--

Beginning for the same at a point on the Northeast side of said 40 foot street 522.54 feet from the Northern intersection of said proposed street and Boucher Street, said point of beginning also being in the division line of the lot hereby conveyed and Lot No. 10 as shown on said plat, and running from thence with said division line of Lot No. 12 as shown on said Plat; thence with said division line Southwesterly 145.51 feet to the Northeast side of said 40 foot Street thence with the same Southeasterly 50 feet to the point of beginning. Being the same lot of ground which was conveyed to the said party of the first part by Arthur Grolz and Anna Grolz, widow, by deed dated May 8th, 1939 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. ____ folio ___. Being also the same property which was conveyed to Charles Grolz by William Arthur Grolz and Lucy Grolz, his wife, by deed dated December 22, 1926 and recorded among the aforesaid Land Records in Liber F. S. R. No. 12 folio 110.

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

To Have And To Hold the said lot of ground and premises, above described and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Arthur Grolz and Lucy Grolz, his wife as tenants by the entireties, the survivor of them, their

heirs and assigns, 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 said Grantor.

Test:

Benjamin Michaelson Lina Johnson (Seal)

State of Maryland, Anne Arundel County, To Wit;-

I Hereby Certify that on this 8th day of May in the year one thousand nine hundred and Thirty-nine, before me the subscriber a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Lina Johnson, single, the above named Grantor and duly acknowledged the foregoing Deed to be her act.

As Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Benjamin Michaelson

Notary Public.

Recorded 8th May 1939 at 2-30 P.M.

State of Maryland, Anne Arundel County, Sct:--

I Hereby Certify that the aforegoing Deed is truly taken and copied from Liber J.H.H. No. 197 folio 351 etc., 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 6th day of July A.D. 1942.

(COURT SEAL) John H. Hopkins, 3rd., Clerk of the

Circuit Court for Anne Arundel County.

Filed July 9" 1942.

CERTIFICATE

WILLIAM ARTHUR GROLZ

and

LUCY GROLZ, his wife.

In Re: Lot #11 at Boucher's Point, Eastport, Anne Arundel County, Maryland

Filed July 9" 1942.

THIS IS TO CERTIFY that William Arthur Grolz and Lucy Grolz, his wife, are the fee simple owners of land situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, located on Boucher's Point in the Village of Eastport, and designated as Lot Number 11 in the sub-division of the "Boucher Property" on a plat thereof made by Walter C. Munroe, Civil Engineer, in February, 1920, and recorded among the Plat Records of Anne Arundel County aforesaid in Plat Book G. W. No. 1, Section 3, at folio 202.

AND THAT by Contract dated the 28th day of March, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 205 at folio 14, the said William Arthur Grolz and Lucy Grolz, his wife, contracted to sell the said land and improvements to Carl Berard and Yvette Berard, his wife, upon a payment plan of specified installments.

AND THAT the said Carl Berard and Yvette Berard, his wife, entered upon the said property under the abovementioned Contract on or about the last day of March, 1939, and contin-

ued thereupon for a period of approximately seven months, after which they failed to continue payments thereon in accordance with the terms of the said Contract.

AND THAT the said Carl and Yvette Berard abandoned the said property and the said Contract on or about the 3rd day of December, 1939, and left from the State of Maryland for distant and uncertain points; and, from Miami, Florida, by letter dated December 22nd, 1939, gave notice in writing to the said William Arthur Grolz and Lucy Grolz, his wife, that the said property had been definitely and permanently abandoned thereby also abandoning the aforesaid Contract.

AND THAT the said Carl and Yvette Berard gave to William Arthur Grolz and Lucy Grolz, his wife; further indication of their absolute abandonment of the said Contract and property, in writing, by a communication dated January 3rd, 1940, and forwarded from Miami, Florida.

AND THAT the said William Arthur Grolz and Lucy Grolz have accepted the said abandonment as deliberate and final, and have notified the said Carl and Yvette Berard of such acceptance in writing, to which notice they have received an acknowledgement and confirmation from the said Berards; and that the said William Arthur Grolz and Lucy Grolz, his wife, have re-entered upon the said property and have re-taken the same unto themselves as sole and absolute owners in fee simple, free and clear, in pursuance of their notice in writing to the said Berards.

AND THAT notwithstanding the existence of record of the aforesaid Contract, such Contract is of no effect whatsoever and constitutes no cloud upon the title to the said property.

AND THAT the said William Arthur Grolz and Lucy Grolz, his wife, do specially warrant the title to the said property and that they will execute such further assurances thereof as may be requisite.

WITNESS our hands and seals September 28th, 1940.

William Arthur Grolz (Seal)

Test: Blanche Grolz — Lucy Grolz (Seal)

Emily Kolbe

STATE OF MICHIGAN, COUNTY OF Macomb, to wit:

I HEREBY CERTIFY that on this 10 day of October, 1940, before me, the subscriber, a Notary Public of the State of Michigan, in Wayne Co. Acting in Macomb Co. and for the County aforesaid, personally appeared WILLIAM ARTHUR GROLZ and LUCY GROLZ, his wife, and made oath in due form of law that the facts and matters set forth in the foregoing Certificate are true and bona fide to the best of their knowledge and belief; and acknowledged the execution of the same to be their respective acts and deed.

IN TESTIMONY WHEREOF, I have hereunto put my hand and affixed my Official Seal on the date above written.

(NOTARIAL SEAL) — Edwin G. Kolbe

My comm. exp. 12-26-42. — Notary Public.

Filed July 9" 1942.

DECREE August 3, 1942 -- Filed August 3rd., 1942.

THIS CAUSE, standing ready for hearing and being submitted by the complainants, the proceedings were --- read and considered by the Court.

WHEREUPON, it is ordered this 3rd day of August, 1942, by the Circuit Court for Anne Arundel County sitting in equity and by authority of this Court adjudged, ordered and decreed that

the contract executed on March 28, 1939, by and between the parties to these proceedings mentioned therein and recorded in Liber J.H.H. No. 205, folio 14, of the Land Records of Anne Arundel County, be and the same is hereby declared to be null and void and of no further force and effect.

AND it is further adjudged, ordered and decreed that all monies paid on the purchase price of the property mentioned therein before default be and the same are hereby declared forfeited and the property of the complainants.

AND it is further adjudged, ordered and decreed that the complainants pay the costs of these proceedings.

Ridgely P. Melvin, A.J.

Filed August 3, 1942.

In the Matter of the Sale of the	:	No. 8354 Equity.
Mortgaged Real Estate of Philip	:	In the Circuit Court for
Barret, single.	:	Anne Arundel County.

Original Mortgage and Note and Order to docket suit. --Filed May 20th., 1942.

Mr. Clerk:-

Please docket this suit and file the original mortgage and note

George B. Woelfel
Attorney named in Mortgage

This Mortgage, Made this thirtieth day of October in the year nineteen hundred and thirty-four, by and between Philip Barret, single, Mortgagor of Anne Arundel County, in the State of Maryland, of the first part, and George B. Woelfel, Trustee of Estate of George R. Mitchell, deceased, Mortgagee, of the second part.

Whereas said party of the first part has this day received from said party of the second part, the sum of Two Thousand ($2,000) Dollars, for the proper payment whereof two (2) years after date said party of the first part has passed unto said party of the second part, his promissory note of even date herewith payable to George B. Woelfel, Trustee of the Estate of George R. Mitchell, deceased, for said sum of Two Thousand ($2,000) Dollars payable two (2) years after the date thereof with interest thereon payable semi-annually at the rate of six per cent, and

Whereas it was a condition precedent to the granting of the aforesaid loan in accordance with the order of Court of even date herewith, passed in a cause in the Circuit Court for Anne Arundel County depending entitled "In the Matter of the Trust Estate of George R. Mitchell, deceased", that these presents should be executed to secure the prompt and proper payment of the aforesaid promissory note and interest and any renewal or substitute therefor.

Now, therefore, this Mortgage Witnesseth: That for and in consideration of the premises and the further sum of Five ($5) dollars, the said party of the first part does hereby grant and convey unto said party of the second part, his successors or assigns, all those lots of ground lying, being and situate in the Village of Eastport, in the Second Election District of Anne Arundel County and described as follows:

First. Lot No. 41 as shown on a Plat made by John Duvall, Esq. Surveyor, dated September 30, 1868.

Being the same property conveyed by The Mutual Building Association of Annapolis to Henry Shernbec by deed dated October 4, 1878, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 12, folio 11, the said Henry Shernbec having departed this world testate and by his Last Will and Testament recorded among the Testamentary Records of Anne Arundel County in Will Book G.T.C. No. 1, folio 39, devised to his wife, Catherine Shernbec, the said Catherine Shernbec having departed this life testate and by her Last Will and Testament recorded among the aforesaid Testamentary Records of said County in Will Book G.T.C. No. 1, folio 386, devised to the mortgagor herein. Saving and excepting therefrom, nevertheless, that part of Lot No. 41 which was granted and conveyed to George B. Snyder and Iola Snyder, his wife, by deed dated June 28th, 1919, and recorded among the aforesaid Land Records in Liber W. N. W. No. 15, folio 58.

Second. Lot No. 47 as shown on a Plat made by John Duvall, Esq. Surveyor dated September 30, 1868.

Being the same property conveyed by Thomas S. Beall and Barbara M. Beall, his wife, to Henry Shernbec, by deed dated the 14th day of July, 1885, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 26, folio 190, the said Henry Shernbec having departed this world testate and by his Last Will and Testament recorded among the Testamentary Records of Anne Arundel County in Will Book G.T.C. No. 1, folio 39, devised to his wife, Catherine Shernbec, the said Catherine Shernbec having departed this life testate and by her Last Will and Testament recorded among the aforesaid Testamentary Records of said County in Will Book G.T.C. No. 1, folio 386, devised to the mortgagor herein.

Third. Lot No. 42 as shown on a Plat made by John Duvall, Esq. Surveyor, dated September 30, 1868.

Being the same property conveyed by Sarah Jane Sutherland to Catherine Shernbec by deed dated the 22nd day of July, 1901, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 21, folio 465, the said Catherine Shernbec having departed this world testate and by her Last Will and Testament recorded among the Testamentary Records of Anne Arundel County in Will Book G.T.C. No. 1, folio 386, devised to the mortgagor herein.

Fourth. Lots Nos. 45, 49, 50, 51, 48 and 52 as shown on a Plat made by John Duvall, Esq., Surveyor, dated September 30th., 1868.

Being the same property conveyed by Frank J. Hahn to Catherine Shernbec by deed dated the 26th day of August, 1899, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 16, folio 345, the said Catherine Shernbec having departed this world testate and by her Last Will and Testament recorded among the Testamentary Records of Anne Arundel County in Will Book G.T.C. No. 1, folio 386, devised to the mortgagor herein.

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

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of said Mortgagee, his successors or 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 Two Thousand ($2,000) 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, his heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said 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 part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be due and demandable, and it shall be lawful for the said Mortgagee his or their personal representatives or assigns, or GEORGE B. WOELFEL, his or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, his 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, his successors or 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 heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for himself, his heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commissions the said Mortgagor for himself, his heirs personal representatives and assigns, does hereby covenant to pay, and the said Mortgagee, his successors or assigns, or George B. Woelfel, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said 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 Mortgagee, his successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Hundred Dollars on each house , and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, his successors or assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his successors or assigns.

WITNESS the hand and seal of the said Mortgagor

Test: Philip Barret (Seal)

Mary M. Hoff

STATE OF MARYLAND, Anne Arundel County, To wit:

I Hereby Certify, that on this thirtieth day of October 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 Philip Barret, single, the Mortgagor named in the aforegoing Mortgage, and he acknowledged the aforegoing Mortgage to be his act. At the same time also appeared George B. Woelfel, Trustee of the Estate of George R. Mitchell, deceased, 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)

Mary M. Hoff,
Notary Public

Filed May 20th., 1942.

$2,000.00 October 30th 1934

Two years after date I promise to pay to the order of George B. Woelfel, Trustee of Estate of George R. Mitchell, dec. Two Thousand 00/100 Dollars
secured by mortgage of even date
Value received
No. One Due 10/30/36

Philip Barret
Cor. Chesapeake Ave & Third St.,
Eastport, Md.

Original 2nd mortgage and notes and order to docket suit. --Filed May 20th., 1942.
(Md. State Stamps $2.40)

This Mortgage, Made this twenty-ninth day of June, in the year nineteen hundred and Thirty-seven, by and between Philip Barrett, single, Mortgagor of Anne Arundel County, in the State of Maryland, of the first part, and George B. Woelfel, Trustee, Mortgagee, of the second part.

Whereas said part of the first part has this day received from said party of the second part, the sum of Twenty-four Hundred ($2400) Dollars, for the proper payment whereof two (2) years after date said party of the first part has passed unto said party of the second part, his promissory note of even date herewith payable to George B. Woelfel, Trustee, for said sum of Twenty-four Hundred ($2400.00) Dollars, payable two (2) years after date thereof with interest thereon payable semi-annually at the rate of six per cent, and

Whereas it was a condition precedent to the granting of the aforesaid loan or advancement that these presents should be executed to secure the prompt and proper payment of the aforesaid

promissory note and interest and any renewal or substitute therefor.

Now, therefore, this Mortgage Witnesseth: That for and in consideration of the premises and the further sum of Five ($5.00) Dollars, the said party of the first part does hereby grant and convey unto the said party of the second part, his successors or assigns, all those lots of ground lying, being and situate in the Village of Eastport, in the Second Election District of Anne Arundel County and described as follows:

First. Lot No. 41 as shown on a Plat made by John Duvall, Esq., Surveyor, dated September 30, 1868.

Being the same property conveyed by The Mutual Building Association of Annapolis to Henry Shernbec by deed dated October 4, 1878, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 12, folio 11, the said Henry Shernbec having departed this world testate and by his Last Will and Testament recorded among the Testamentary Records of Anne Arundel County in Will Book G.T.C. No. 1, folio 39, devised to his wife, Catherine Shernbec, the said Catherine Shernbec having departed this life, testate and by her Last Will and Testament recorded among the aforesaid Testamentary Records of said County in Will Book G.T.C. No. 1, folio 386, devised to the Mortgagor herein. Saving and excepting therefrom, nevertheless, that part of Lot No. 41 which was granted and conveyed to George B. Snyder and Iola Snyder, his wife, by deed dated June 28th, 1919, and recorded among the aforesaid Land Records in Liber W. N. W. No. 15, folio 58.

Second. Lot No. 47 as shown on a Plat made by John Duvall, Esq. Surveyor dated September 30, 1868.

Being the same property conveyed by Thomas S. Beall and Barbara M. Beall, his wife, to Henry Shernbec, by deed dated the 14th day of July 1885 and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 26 folio 190, the said Henry Shernbec having departed this world testate and by his Last Will and Testament recorded among the Testamentary Records of Anne Arundel County in Will Book G.T.C. No. 1 folio 39, devised to his wife, Catherine Shernbec, the said Catherine Shernbec having departed this life testate and by her Last Will and Testament recorded among the aforesaid Testamentary Records of aforesaid County in Will Book G.T.C. No. 1 folio 368, devised to the mortgagor herein.

Third. Lot No. 42 as shown on a Plat made by John Duvall, Esq. Surveyor dated September 30, 1868

Being the same property conveyed by Sarah Jane Sutherland to Catherine Shernbec by deed dated the 22nd day of July 1901, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 21 folio 465 the said Catherine Shernbec having departed this life testate and by her last Will and Testament recorded among the Testamentary Records of Anne Arundel County in Will Book G.T.C. No. 1 folio 386 devised to the mortgagor herein

Fourth. Lots Nos. 45, 49, 50, 51, 48 and 52 as shown on the Plat made by John Duvall, Esq., Surveyor, dated September 30, 1868

Being the same property conveyed by Frank J. Hahn to Catherine Shernbec by deed dated the 26th day of August 1899 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 16 folio 345, the said Catherine Shernbec having departed this life testate and by her Last Will and Testament recorded among the Testamentary Records of Anne Arundel County aforesaid in Will Book G. T. C. No. 1 folio 386 devised to the mortgagor herein.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of said Mortgagee, George B. Woelfel, Trustee, his successors and assigns forever, in fee simple.

PROVIDED, that if the said Mortgagor, Philip Barret, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Two thousand four hundred ($2400) 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, Philip Barret, his heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said 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 due and demandable, and it shall be lawful for the said Mortgagee his or their personal representatives or assigns, or GEORGE B. WOELFEL, his or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, his 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 ($50) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his successors, and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, his heirs, 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 indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which

said expenses, costs and commissions the said Mortgagor for himself, his heirs, personal representatives and assigns, does hereby covenant to pay, and the said Mortgagee, his successors or assigns, or George B. Woelfel, his or their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Mortgagor, Philip Barret, for himself, his heirs, personal representatives and assigns, does further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, his successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty four hundred ($2400) --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, his successors, 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 successors or personal representatives and assigns.

WITNESS the hand and seal of the said Mortgagor

Test: Mary M. Hoff Philip Barret (Seal)

STATE OF MARYLAND, Anne Arundel County, To Wit:

I Hereby Certify, that on this twenty-ninth day of June in the year nineteen hundred and thirty-seven before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Philip Barret, the Mortgagor named in the aforegoing Mortgage, and he acknowledged the aforegoing Mortgage to be his act. At the same time also appeared George B. Woelfel, Trustee, 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)

Mary M. Hoff

Notary Public.

Filed May 20th., 1942.

NOTE

$2400.00 June 29th., 1937.

Two Years after date I promise to pay to the order of George B. Woelfel, Trustee, Twenty-four Hundred 00/100 --- ----------Dollars secured by mortgage of even date

Value received

No. _____ Due _____ Philip Barret.

Bond --Filed & Approved this 20" day of May, 1942. John H. Hopkins, 3rd., Clerk.

Fidelity and Deposit Company of Maryland Baltimore

KNOW ALL MEN BY THESE PRESENTS:

That we, George B. Woelfel as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as

Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30th day of April, in the year of our Lord nineteen hundred and forty-two.

Whereas, the above bounden George B. Woelfel by virtue of the power contained in two mortgages from Philip Barret, single, to George B. Woelfel, Trustee, bearing date the 30th day of October, 1934 and 29th day June, 1937, and recorded among the mortgage records of Anne Arundel County in Liber W.M.B. No. 132 Folio 566 and F. A. M. No. 165, folio 317, and George B. Woelfel is about to sell the land and premises described in said two mortgages, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden George B. Woelfel do and shall well and truly and faithfully perform the trust reposed in him under the two mortgages aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

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

Signed, sealed and delivered
in the presence of (CORPORATE SEAL)
Margaret B. Gallagher
Attest:
Margaret B. Gallagher

George B. Woelfel (Seal)
Fidelity and Deposit Company of
Maryland
By J. Oliver Clark, Attorney-in-Fact.

Filed May 20" 1942.

In the Matter of the Sale of the Mortgaged
Real Estate of Philip Barret, single.

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

Statement of Mortgage Claim. -- Filed May 20" 1942.

Statement of the mortgage claim of George B. Woelfel, Trustee, under the first mortgage to him from Philip Barrett, single, dated October 30th, 1934, and recorded among the Land Records of Anne Arundel County in

Liber W.M.B. No. 132, folio 566,	$2000.00
Interest from October 1st, 1940, to May 21st, 1942, 1 year 7 months 3 weeks	197.50
Second mortgage dated June 29th, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 165, folio 317	2259.14
Interest from October 1st, 1940, to May 21st, 1942, 1 year 7 months 3 weeks	223.03
Total due on both mortgages	$4679.67

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 20th day of May, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Trustee, who made oath in due form of law that the aforegoing is a true statement of the amount remaining due him of his mortgage claim described therein and that he has not received any security or satisfaction therefore other than the promissory notes referred to in the said statement and the deeds of mortgages in said statement rendered.

Witness my hand and seal Notarial.

(NOTARIAL SEAL)

Mary M. Hoff

Notary Public.

Filed May 20" 1942.

Affidavit in re Military Status -- Filed June 9" 1942.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 9th day of June, in the year 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid personally appeared George B. Woelfel, Attorney named in the mortgages, who made oath in due form of law that the said Philip Barret, the mortgagor herein, is not and has not been connected with the armed forces of the United States.

George B. Woelfel, Affiant.

Witness my hand and seal Notarial.

(NOTARIAL SEAL)

Mary M. Hoff

Notary Public.

Filed June 9" 1942.

REPORT OF SALE --- Filed June 30" 1942.

To the Honorable, the Judge of said Court:--

The report of George B.Woelfel, Attorney named in the mortgages from Philip Barret, single to George B. Woelfel, Trustee, the first being dated October 30th, 1934 and is recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 132 folio 566, and the other dated June 29th, 1937 and is recorded among the Land Records aforesaid in Liber F.A.M. No. 165 folio 317, the undersigned as Attorney named in the mortgages to make sale in event of default and default having occurred, the said Attorney named in the Mortgages docketed suit, and advertised the real estate in said mortgages described, for sale at Public Auction in the Evening Capital, a daily newspaper printed and published in Anne Arundel County aforesaid, stating the time, place, manner and terms of sale, and after posting hand bills and filing his bond, he did pursuant to said notice attend at the Court House Door in the city of Annapolis, Maryland, on Thursday, May 21, 1942 at 10 o'clock A.M. and then and there proceeded to sell the said property in a manner as follows, He first offered;

Parcel No. 1 as is shown on a handbill of sale attached hereto and is made a part hereof as fully as though the same were incorporated herein at length and all other parcels mentioned in this Report of Sale has reference to said hand bill, Parcel No. 1 being all that lot located on the southwest corner of Chesapeake Avenue and Fourth Street, formerly Third Street, having a frontage of 46.6 feet on Chesapeake Avenue and a depth of 164 feet

on 4th Street and the highest bid therefor was One thousand ($1,000) Dollars. Said bid being reserved.

Parcel No. 2 was then offered, it being a lot on Chesapeake Avenue having a frontage thereon of 82.6 feet and an even depth of 164 feet. Said point of beginning being 81.6 feet from the southwest intersection of Chesapeake Avenue and Fourth Street formerly Third Street, and the highest bid was likewise One Thousand ($1000) Dollars which said bid was likewise reserved.

Parcel No. 3 was then offered, It being a lot on Chester Avenue, beginning 45 feet from the northwest intersection of Chester Avenue and 4th Street, formerly 3rd Street, and running thence down Chester Avenue 40 feet in a southwesterly direction with an even depth of 164 feet. Being numbered as Lot No. 7 on a Plat of Henry Shernbec Development, Eastport, Md., as surveyed by C. E. Miller, Civil Engineer, and the highest bid was One Hundred fifty ($150) dollars which bid was likewise reserved.

Parcel No. 4 was then offered, It being a lot on Chester Avenue, Beginning for the same at a point thereon 85 feet from the northwest intersection of Chester Avenue and Fourth Street, formerly Third Street and thence proceeding down Chester Avenue in a southwesterly direction 40 feet and having an even depth of 164 feet.
Being known as Lot No. 6 on the afresaid Plat, and the highest bid was One hundred fifty ($150) Dollars, which bid was likewise reserved.

Parcel No. 5 was then offered, It being another Lot on Chester Avenue, beginning for the same at a point thereon distant 205 feet in a southwesterly direction from the northwest intersection of Chester Avenue and 4th Street formerly 3rd Street and running thence with Chester Avenue in a southwesterly direction 40 feet with an even depth of 164 feet. Being known as Lot No. 3 on aforesaid Plat and the highest bid was One hundred ($100) Dollars which said bid was likewise reserved.

Parcel No. 9 was then offered, It being a lot on Chester Avenue, beginning thereon at a point 165 feet in a southwesterly direction from the northwest intersection of Chester Avenue and Fourth Street formerly Third Street and thence proceeding down Chester Avenue in a northeasterly direction 40 feet with an even depth of 164 feet. Being Lot No. 5 as is shown on the aforesaid Plat and the highest bid being One hundred ($100) Dollars the same was likewise reserved.

Parcel No. 10 was then offered, It being a lot on Chester Avenue beginning at a point thereon 165 feet in a southwesterly direction from the northwest intersection of Chester Avenue and Fourth Street formerly Third Street and running thence down Chester Avenue in a southwesterly direction 40 feet with an even depth therefrom of 164 feet. Being Lot No. 4 as is shown on the aforesaid Plat of Henry Shernbec Development and the highest bid being likewise One hundred ($100) Dollars the same was reserved.

The bids thus reserved for parcels Nos One, Two, Three, Four, Five, Nine and Ten was Two thousand six hundred ($2,600) Dollars all high bids thus far made having been made by Elizabeth Kramer whereupon Your Attorney named in the mortgages offered said parcels Nos. One, Two, Three, Four, Five, Nine and Ten as an entirety and the high bid was Three thousand fifty ($3,050) Dollars made by Elizabeth Kramer, she being the highest bidder therefor and the bid for the entirety exceeding the sum total of the individual bids by the sum of Four hundred fifty ($450) Dollars, the lump sum bid made by Elizabeth Kramer for the sum of Three thousand fifty ($3,050)

Dollars was accepted, and the full amount was paid in cash.

Respectfully submitted.

George B. Woelfel

Attorney named in the Mortgages.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 29th day of June in the year 1942 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 Attorney named in the two mortgages and in the above report of sale, who 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 knowledged 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 --- WILLIAM B. ELLIOTT, Auctioneer.

PUBLIC SALE of valuable PROPERTY in EASTPORT Under and by virtue of the powers of sale contained in the mortgage from Philip Barret, single, dated the 30th day of October, 1934, and is recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 132, folio 566, and the other dated June 29, 1937, and recorded in Liber F.A.M. 165, folio 317, the undersigned as attorney named in the mortgage, to sell in event of default and default having occurred, will offer the following described property at public auction at the Court House door, in the City of Annapolis, Maryland, on Thursday, May 21st, 1942 at 10 o'clock A.M. All the following parcels of ground lying, being and situate in the village of Eastport and more particularly described as follows:

Parcel No. 1. -- All that lot located on the southwest corner of Chesapeake avenue and 4th street, formerly 3rd street, having a frontage of 46.6 feet on Chesapeake avenue and a depth of 164 feet on 4th street.

Improvements: This lot is improved by a three-story asbestos shingled house and a large barn and shed.

Parcel No. 2 --Also being a lot on Chesapeake avenue having a frontage of 82.6 feet and an even depth of 164 feet. Said point of beginning being 82.6 feet from the southwest intersection of Chesapeake avenue and 4th street, formerly 3rd street.

Improvements: This lot is improved by a two-story shingle house with another building containing one room, the latter building could be used as a vegetable stand.

Parcel No. 3 -- Being a lot on Chesapeake avenue, beginning 45 feet from northeast intersection of Chester avenue and 4th street, formerly 3rd street, and running thence down Chester avenue 40 feet with an even depth of 164 feet. Being numbered as Lot No. 7 on a plat of Henry Shernbec Development, Eastport, Maryland, as surveyed by C. E. Miller, Civil Engineer.

Parcel No. 4.-- Being another lot on Chester avenue, beginning for the same point 95 feet from northeast intersection of Chester and 4th street, formerly 3rd., and thence proceeding down Chester avenue in a southwesterly direction 40 feet with an even depth of 168 feet. Being known as Lot No. 6 on the aforesaid plat.

Parcel No. 5 -- Being another lot on Chester avenue, beginning for the same at a point thereon distant 205 feet from northwest intersection of Chester avenue and 4th street, and running thence with Chester avenue in southwesterly direction 40 feet and having an even depth of 164 feet. Being known as Lot No. 3 on aforesaid plat.

Parcel No. 6 --Being a lot on 5th street, formerly 2nd, and beginning thereon at a point 164 feet from the northeast intersection of Chester avenue and 5th street, thence at a point 164 feet from the northeast intersection of Chester avenue and 5th street, thence proceeding up 5th street in a northwesterly direction 50 feet with an even depth therefrom of 165 feet. Being Lot No. 14 as shown on aforesaid plat.

TERMS OF SALE: A deposit of $300 will be required of the purchaser as a deposit on Parcel No. 1, and $200 will be required on Parcel No. 2, and a deposit of $100 on Parcels 3,4,5 and 6. The aforegoing parcels will be offered individually in the order named and the bids will be reserved and then will be offered as an entirety and if the sum of the individual bids exceeds the bid of the entirety then the individual bids will be accepted, but if the entire bid exceeds the sum total of the individual bids than the individual bids will be rejected and the total bid accepted, in which event a deposit of $750 will be required from the purchaser, the balance to be paid in cash upon the final ratification of the sale, the credit portions to bear interest at the rate of 6 per cent from the day of sale or all cash on the day of sale. Taxes and other liens to be adjusted to the day of sale.

And in event the total amount of money received from the sales as aforesaid shall not be sufficient to pay off the mortgage debt, interest and expenses of the sale, together with the taxes and Sanitary Liens then the following parcels will be sold:

Parcel No. 7 --Being a lot on 4th street, formerly 3rd street, beginning at a point 164 feet from the northwest intersection of Chester avenue and 4th street, thence running up 3rd street 50 feet in a northwesterly direction and having an even depth of 165 feet, being Lot No. 9 on aforesaid plat.

Parcel No. 8 --Being another lot on 4th street, formerly 3rd. Beginning at a point 214 feet from intersection of Chester avenue and 4th street and running up 4th street in a northwesterly direction 50 feet, and having an even depth of 165 feet. Same being Lot No. 10 as shown on aforesaid plat.

Parcel No. 9-- Being a lot on Chester avenue beginning at a point 125 feet from northwest intersection of Chester avenue and 4th street, formerly 3rd street, and running down Chester avenue in a southwesterly direction 40 feet with an even depth of 164 feet. Being Lot No. 5 as shown on aforesaid plat.

Parcel No. 10 -- Being another lot on Chester avenue beginning at a point 165 feet from northwest intersection of Chester avenue and 4th street, formerly 3rd street, and thence running down Chester avenue in a southwesterly direction 40 feet with an even depth of 164 feet. Being Lot No. 4 as shown on the aforesaid plat.

Parcel No. 11 --Being a lot on Chester avenue. Beginning for the same at a point 45 feet from the northeast intersection of Chester avenue and 5th street, formerly 2nd street, and running thence up Chester avenue in a northwesterly direction 40 feet with an even depth of 164 feet. Being Lot No. 2 as shown on the aforesaid plat.

TERMS OF SALE: Parcels Nos. 7,8,9,10 and 11 will likewise be sold individually in the

order named, the bids being reserved, and then will be offered as an entirety and if the sum total of the individual bids exceeds the entire bid then the individual bids will be accepted and the purchaser will be required to pay a deposit of $100 on each parcel, but if the entire bid exceeds the sum total of the individual bids then the entire bid will be accepted and the purchaser will be required to pay a deposit of $500. In either event the balance due is to be paid upon the final ratification of the sale and to bear interest on the deferred payments at the rate of 6 per cent,or all cash at the option of the purchaser. Taxes and other liens to be adjusted to the day of sale.

For further particulars apply
George B. Woelfel, Attorney,
13 School St., Annapolis, Md.

Filed June 30" 1942.

ORDER NISI.

Ordered, this 30th., day of June, 1942, That the sale of the property mentioned in the proceedings made and reported by George B. Woelfel, Attorney named in Mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 31st., 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 31st., day of July next.

The report states that the amount of sales to be $3050.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., August 5, 1942.

We hereby certify, that the annexed Order Nisi - Equity No. 8354 - Philip Barret - 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 thirty-first day of July, 1942. The first insertion being made the first day of July, 1942.

The Capital-Gazette Press, Inc.
By Anne Bennett.

ORDERED BY THE COURT, This 7th day of August, 1942 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.

Filed August 7th., 1942.

Petition of George B.Woelfel to have County Treasurer refund overpayment in taxes and order of Court thereon. Filed Aug. 19" 1942.

To the Honorable, the Judge of said Court:

The Petition of George B. Woelfel, Trustee respectfully shows:

1. That Your Petitioner had two mortgages upon the real estate of Philip Barret, single, the property in these proceedings mentioned.

11. That all of the said mortgagor's real estate had been sold for taxes before Your Petitioner foreclosed his said mortgages and the aforesaid real estate did not bring a suf-

ficient amount of money to pay off the mortgage indebtedness. Nevertheless Your Petitioner requested the County Treasurer to give him a tax bill covering all taxes due by said Philip Barret, which said taxes and the bills amounted to more than One thousand Dollars, which said taxes Your Petitioner paid.

111. That it has now developed that Your Petitioner overpaid said tax bill, which were erroneous by the sum of forty-six sixty six $46.66 which said sum the Treasurer now hold to pay unto either Your Petitioner or to the Mortgagor, Philip Barret.

1V. That said money was paid by Your Petitioner under a mistake of fact and should be returned to him.

WHEREFORE YOUR PETITIONER PRAYS:

(1) That an order may be passed by This Honorable Court directing the County Treasurer to return to Your Petitioner the overpayment of Philip Barret's taxes.

And as in duty bound, etc.

George B. Woelfel,

Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 19th day of August 1942 before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, who made oath in due form of law that the 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.

ORDER OF COURT.

Upon the aforegoing Petition and affidavit, It is this 19th day of August, 1942, by the Court
Circuit/for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed that James A. Walton, Treasurer for Anne Arundel County be and he is hereby required to pay unto George B. Woelfel, Trustee the amount of money overpaid in the payment of the taxes of Philip Barret, single on his property at Eastport in the Second Election District of Anne Arundel County and this Order shall be his good and lawful authority for so doing.

Ridgely P. Melvin, Judge.

Filed Aug. 19, 1942

AUDITOR'S REPORT AND ACCOUNT --- Filed Sept. 1st., 1942.

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Philip Barret, single, in ac. with George B. Woelfel, Attorney named in Mortgage

To Attorney for Commissions	$ 121.50	$
To Attorney for fees	100.00	221.50
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	17.75	
Auditor	9.00	36.75
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	88.00	
Capital-Gazette Press - handbills	7.25	
Capital-Gazette Press - Order nisi on report of sale	5.00	
Capital-Gazette Press - Order nisi on auditor's acct.	5.00	
Wm. B. Elliott - auctioneer	15.00	
Fidelity & Deposit Co. - bond premium	30.00	
Mary M. Hoff - notary fees	1.50	
One-half Federal revenue stamps	1.93	
One-half State revenue stamps	1.55	155.23
To Attorney for Taxes, viz:		
Amount paid for taxes prior to 1941 in redemption of property from tax sale	400.00	
1941 State and County taxes	171.56	
1942 State and County taxes ($155.64-adj)	61.65	633.21
To Attorney for Benefit Charges, viz:		
A. A. County Sanitary Comm. - water & sewer benefit charge for 1940	96.95	
Water & Sewer benefit charge for 1941	89.63	
Water & Sewer benefit charge for 1942	35.44	
Water rent - 2/1/42 to 5/1/42 ($90.48-adj.)	4.50	226.52
To George B. Woelfel, Trustee of George R. Mitchell, deceased, mortgagee - this balance on acct. first mortgage claim		1,823.45
		$3,096.66
Amount of first mortgage claim filed	2,197.50	
Cr. Amount allowed as above	1,823.45	
Balance subject to decree in personam	374.05	

Cr. May 21, 1942	Proceeds of Sale		$3,050.00
	Treasurer of Anne Arundel County - refund back taxes paid by Attorney, in compliance with Order of Court of 8/19/42		46.66
			$3,096.66

ORDER OF NISI

ORDERED, This 1st., day of September, 1942, 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 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 2nd., day of October next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Office of THE ANNAPOLIS NEWS Annapolis, Maryland

This is to Certify That the annexed advertisement of ORDER NISI was inserted in THE ANNAPOLIS NEWS, a weekly newspaper published in Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd of October, 1942 that is to say, the same was inserted in the issues of September 3, 10, 17 & 24, 1942.

The Annapolis News

Edward R. Raymond, Business Manager.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of October, 1942, 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.

Filed Sept. 1st., 1942.

Robert W. Ogle Assignee : No. 8311 Equity.

VS. : In the Circuit Court

George W. Evans and Martha A. Evans, : for

his wife. Anne Arundel County.

ORDER TO DOCKET SUIT --- Filed Feby. 18" 1942.

Mr. Clerk:

Please docket the above styled foreclosure suit and the mortgage and assignment thereof filed herewith as "Complainants Exhibits A and B".

Robert W. Ogle, Assignee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 17th day of February, 1942 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Robert W. Ogle, and he made oath in due form of law that he has made investigation and that the mortgagors herein are not subject to the Soldier's and Sailor's Relief Act of 1940.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Josephine Sweeney

Notary Public.

COMPLAINANTS EXHIBIT A -- Filed Feby. 18th,1942.

THIS MORTGAGE, Made this Tenth day of March, in the year Nineteen Hundred and Nine by George W. Evans and Martha A. Evans his wife, of the City of Annapolis, State of Maryland, parties of the first part, and Robert L. Werntz of the City and State aforesaid, party of the second part.

WHEREAS the said George W. Evans and Robert L. Werntz are joint and several makers of a promissory note dated the fourth day of December in the year Nineteen Hundred and Eight, for the sum of Nineteen Hundred and Fifty Dollars payable to the Farmers' National Bank of Annapolis, six months after date, which said note was discounted by the said Bank at the request of the said George W. Evans and Robert L. Werntz, and the money arising therefrom was applied towards the purchase money of the several lots of land hereinafter particularly described, and

WHEREAS it is the purpose of the said George W. Evans to save harmless the said Robert L. Werntz from any loss he may sustain by reason of payments in excess of his proper Proportion, that he may be required to make to the said Bank on account of discount or in the payment of this note or any renewal or renewals thereof, the said parties of the first part have executed these presents.

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar the parties of the first part have bargained and sold and by these presents do grant and convey unto the said Robert L. Werntz, his heirs and assigns in fee simple, all the right title interest and estate of the said George W. Evans and Martha A. Evans his wife, in and to the following property namely:

1. All those lots parts of lots or parcels of land situate in the City of Annapolis, State of Maryland, located at the South corner of Shaw and Second Streets, fronting on Second Street the distance of fifty feet and being Lot No. 25 and part of Lot No. 24 as desig-

nated on a plat filed in No. 1189 Equity Circuit Court for Anne Arundel County Franklin Vs. Franklin and being the same land designated in and conveyed by a deed dated November, second Nineteen Hundred and Seven, and recorded in Liber G. W. No. 55 folio 274 etc., one of the Land Records for Anne Arundel County from Fanny W. Belnap and his son Charles Belnap to George W. Evans and Robert L. Werntz, and

2. All that lot or parcel of land situate in said City of Annapolis located on the South West side of Cathedral Street and fronting thereon twelve feet being the same lot or parcel of land which was conveyed to the said George W. Evans and Robert L. Werntz by Melissa Brown widow, by deed dated December Fifth Nineteen Hundred and Eight and recorded among the Land Records for said Anne Arundel County in Liber G. W. No. 63, folio 120 etc., and

3. All that other Lot or parcel of land situate in said City of Annapolis and located on the South East side of and known as No. 114 Washington Street fronting on said Street the distance of Forty-seven feet more or less, and being the same lot of land which was conveyed to the said George W. Evans and Robert L. Werntz, by Martha A. Evans by deed dated March Twelth, Nineteen Hundred and Eight and recorded in the Land Records for said Anne Arundel County prior hereto as by reference to which said deeds will fully and at large appear.

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

TO HAVE AND TO HOLD the above described premises unto and to the proper use and benefit of the said Robert L. Werntz, his heirs and assigns in fee simple, forever,

PROVIDED however, that if the said George W. Evans shall pay or cause to be paid, take up or cause to be taken up the aforesaid note executed by the said George W. Evans and the said Robert L. Werntz, in the Farmers National Bank, dated the Fourth day of December in the year Nineteen Hundred and Eight, and all renewals or substitutes therefor for the whole or any part thereof, when due and payable, so far as the said George W. Evans is responsible therefor, as his one half portion of the whole and shall idemnify and save harmless the said Robert L. Werntz from all and every loss, damage and expense to which he may be in any way subjected by reason of their said note and shall pay or cause to be paid all discount, interest and expenses of every kind that may accrue upon said note and all renewals or substitutes therefor, so far as it is or may be proper for him to do or that may be incurred under said note in any suit or suits that may be instituted for the collection thereof, and shall perform all the covenants herein on the part of the parties of the first 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 ahall 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 and the aforesaid debt represented by said note, and any and all renewals thereof, and substitutes therefor in whole or in part aforesaid, the said parties for themselves and for their heirs executors and administrators hereby covenant to pay when legally demandable.

But if default be made in the premises and in the payment of said note or any renewal thereof or substitutes therefore, in whole or in part or in the payment of the discount or interest thereon or any part of either one of them at the time limited for the payment of the same,

or any agreement covenant or condition of this mortgage, in so far as the said George W. Evans is in default therefor, then the entire debt shall be due and demandable, and it shall be lawful for the said party of the second part his executors, administrators or assigns, or Frank M. Stockett their Attorney or Agent at any time after such default upon the request of the party of the second part or of the said Bank to sell the hereby mortgaged property, or so much thereof as may be necessary, to reimburse the said Robert L. Werntz, for any loss which he might incur by reason of their aforesaid note and to pay whatever may remain due and owing on the said note or any renewal thereof or substitute therefor, in whole or in part or to pay the whole indebtedness to said Bank if no part thereof has been previously paid, and to pay and satisfy all costs incurred in making such sale, and to grant and convey said property to the purchaser or purchasers, his her, or their heirs_assigns, and which sale shall be made in the manner following namely:

Upon giving twenty days notice of the time place manner and terms of sale in some newspaper printed and published in Anne Arundel County and such other notice as may be deemed expedient and in the event of a sale of the property under the power hereby granted, the proceeds arising from such sale to apply-

First to the payment of all expenses incident to such sale, including an appearance fee and six per cent commission to the party making sale of 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 of the amount remaining due on said note or any renewal thereof or substitutes therefor in whole or in part both for principal discount interest, and costs and to the reimbursement of the said Robert L. Werntz for any and all loss or damage which he may have sustained or become liable for by reason of their said note.

Thirdly - The surplus if any, to pay over to the said parties of the first part or to whomever may be entitled to the same.

Witness the hands and seals of the said Mortgagors.

Test: George W. Evans (Seal)

Nannie S. Stockett. Martha A . Evans (Seal)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on the Tenth day of March in the year Nineteen Hundred and nine, before the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared George W. Evans and Martuh A. Evans, his wife, and acknowledged the aforegoing Mortgage to be their act.

And now at the same time also personally appeared Robert L. Werntz the within named Mortgagee, and made oath in due form of law that the consideration set forth in the aforegoing Mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Nannie S. Stockett

Notary Public.

Recorded 11th March 1909.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Mortgage was truly taken and copied from Liber G.W. No. 67, folio 189, 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 12th day of November, A.D. 1941.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed Feby. 18th., 1942.

COMPLAINANTS EXHIBIT B --- Filed Feby. 18th., 1942.

THIS DEED OF ASSIGNMENT, made this 9, day of December, 1941, by David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz.

WITNESSETH, that in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, the said David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, does hereby grant and assign unto Robert W. Ogle for the purpose of foreclosure, all his right, title, and interest in a certain mortgage made to Robert L. Werntz by George W. Evans and Martha A. Evans, his wife, dated 10th day of March, 1909, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 67, folio 189; and also all his right, title, and interest in the property described in said mortgage and in the mortgage debt intended to be secured thereby.

AS WITNESS my hand and seal the day and year first above written.

Test: David S. Jenkins, (Seal)

Josephine Sweeney Trustee in the Trust Estate of Robert L. Werntz

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 9 day of December, 1941, before me, the subscriber, a Notary Public of the State of Maryland, County aforesaid, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and he acknowledged the foregoing Deed of Assignment to be his act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Josephine Sweeney

Notary Public.

Filed Feby. 18" 1942.

Robert W. Ogle, Assignee No. 8311 Equity.

Vs. In the Circuit Court for

George W. Evans and Martha A. Evans, his wife. Anne Arundel County.

Bond --Filed & Approved this 12th., day of March 1942. John H. Hopkins, 3rd., Clerk.

KNOW ALL MEN BY THESE PRESENTS, That we, Robert W. Ogle, as principal and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty Five Hundred 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 Twelfth day of March, in the year of our Lord 1942.

WHEREAS, the above bounden Robert W. Ogle by virtue of the power contained in a mortgage

from George W. Evans and Martha A. Evans his wife to Robert L. Werntz bearing date the Tenth day of March 1909 and recorded among the mortgage records of Anne Arundel County in Liber G. W. No. 67 Folio 189 and which said Mortgage has been duly assigned to Robert W. Ogle, 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 Robert W. Ogle, 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 Robert W. Ogle has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered
in the presence of
Virginia Russell
As to Surety-- Virginia Russell

(CORPORATE SEAL)

Robert W. Ogle (Seal)
National Surety Corporation
By Marvin I. Anderson
Attorney-in-Fact.

REPORT OF SALE -- Filed April 23rd., 1942.

To the Honorable, the Judges of said Court:

The Report of Sale of Robert W. Ogle, Assignee of David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, respectfully shows:

That after giving bond for the faithful discharge of his duties, which said bond was duly approved, and having given notice of the time, place, manner, and terms of said sale by advertisement inserted in The Evening Capital, a newspaper published in Annapolis, Anne Arundel County, Maryland, for more than twenty days preceding the day of sale, the said Robert W. Ogle, Assignee, did, pursuant to said notice, on Thursday, March 12, 1942 at eleven o'clock a.m., sell at public auction at the Court House Door at Annapolis, Anne Arundel County, Maryland, the property described in said mortgage and more fully described and set forth in the attached advertisement of sale, to David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, as Trustee, at and for the sum of Two Thousand Five Hundred Dollars ($2500.00), he being then and there the highest bidder.

Robert W. Ogle, Assignee

State of Maryland, Anne Arundel County, to wit:

This is to certify that on this 23rd day of April, 1942, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert W. Ogle, Assignee, in the above mentioned proceedings and mortgage, and made oath that the facts in the foregoing report of Sale are true, as therein set forth, and that the sale, thereby reported was fairly made.

Witness my hand and Notarial Seal

(NOTARIAL SEAL)

Josephine Sweeney
Notary Public.

ADVERTISEMENT OF SALE --Robert W. Ogle, Attorney-at-Law Professional Building,
21 West Street, Annapolis, Md.

Assignee's Sale of valuable improved and unimproved Fee Simple Property situate in the Sixth Election District of Anne Arundel County, Maryland, at Annapolis.

By virtue of the power and authority contained in a first mortgage dated the 10th day of March, 1909, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 67, folio 189, and duly assigned to Robert W. Ogle 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 Thursday March 12, 1942 at 11 o'clock the interest of the said Mortgagors in and to the following property:

1. All those lots parts of lots or parcels of land situate in the City of Annapolis, State of Maryland, located at the South corner of Shaw and Second Streets, fronting on Second Street the distance of fifty feet and being Lot No. 25 and part of Lot No. 24 as designated on a plat filed in No. 1189 Equity Circuit Court for Anne Arundel County Franklin Vs. Franklin and being the same land designated in and conveyed by a deed dated November, second Nineteen Hundred and Seven, and recorded in Liber G. W. No. 55 folio 274 etc., one of the Land Records of Anne Arundel County.

This is valuable fee-simple property and is improved by 9 two-story frame dwellings with modern improvements designated as Nos. 47, 49, 51, 53, 55, 57, 59, 61 and 63 Shaw Street, City of Annapolis.

2. All that lot or parcel of land situate in said City of Annapolis located on the South West side of Cathedral Street and fronting thereon twelve feet being the same lot or parcel of land which was conveyed by deed dated December Fifth Nineteen Hundred and Eight and recorded among the Land Records for said Anne Arundel County in Liber G. W. No. 63, folio 120 etc.

This is valuable fee-simple property and is improved by a two-story frame dwelling designated as No. 35 Cathedral Street, City of Annapolis.

3. All that other lot or parcel of land situate in said City of Annapolis and located on the South East side of and known as No. 114 Washington Street, fronting on said Street the distance of forty-seven feet more or less, and being the same lot of land which was conveyed by deed dated March Twelfth, Nineteen Hundred and Eight and recorded in the Land Records for said Anne Arundel County prior hereto as by reference to which said deeds will fully and at large appear.

TERMS OF SALE: A deposit of $500 will be required of the purchaser at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent, per annum, to be paid in cash upon the final ratification of sale. Taxes, insurances and other expenses to be adjusted as of the date of sale.

For further particulars apply to

Robert W. Ogle
Assignee.

Certificate of Publication

Annapolis, Md., April 23, 1942

We hereby certify, that the annexed Assignee's Sale Sale Evans 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 twelth day of March, 1942. The first insertion being made the Eighteenth day of February, 1942.

The Capital-Gazette Press, Inc.
By Betty Pons,

AFFIDAVIT

In compliance with Soldiers and Sailors Civil Relief Act of Congress October 1940 and Soldiers and Sailors Civil Relief Act Art. 87A Bagby's Annotated Code of Maryland,1939 ED. STATE OF MARYLAND County of Anne Arundel ss,

Robert W. Ogle being first duly sworn, on oath deposes and says that he is the duly authorized agent of Robert W. Ogle, Assignee the plaintiff in the above entitled cause and makes this affidavit in his behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress October, 1940 and Soldiers and Sailors Civil Relief Act, Art. 87A Bagby's Ann. Code of Md., 1939 Ed., that on behalf of plaintiff careful investigation has been made to ascertain whether or not the above named defendant is not in the military service of the United States and that as a result of said investigation affiant has discovered and does hereby make oath that said defendant is not in the military service of the United States, that is to say said defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and is not an officer of the Public Health Service detailed by proper authority for duty either with the Army or Navy, and said defendant is not on active duty with any of the branches aforesaid, nor is said defendant under training or education under the supervision of the United States preliminary to induction into the military service, but is employed as Civilian and Housewife

Robert W. Ogle, Affiant.

SUBSCRIBED and sworn to before me this 23 day of April, 1942.

(NOTARIAL SEAL) Josephine Sweeney

Notary Public, Md.

ORDER NISI.

Ordered, this 23rd., day of April, 1942, That the sale of the property mentioned in these proceedings made and reported by Robert W. Ogle, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of May next.

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

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., May 25, 1942.

We hereby certify, that the annexed Order Nisi - Sale - George W. Evans - Equity #8311 was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of May, 1942. The first insertion being made the 24th day of April, 1942.

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

ORDER

ORDERED BY THE COURT, This 28th day of May, 19__ that the sale made and reported by

the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Filed _____

STATEMENT OF MORTGAGE CLAIM --- Filed Dec. 24" 1942.

Note dated December 4, 1908 (set forth in indemnity mortgage).	$1950.00
Principal due under indemnity mortgage	975.00
Int. from Dec. 4, 1908 to Feb. 18, 1942	1947.35
Balance due	$2922.35

One half of Annapolis City, State, and Anne Arundel County taxes from the year 1909 through the year 1942.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 23rd day of December, 1942, before me, the subscriber, a Notary Public of the State of Maryland, County aforesaid, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the within mortgage statement is true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Josephine Sweeney (Mason)
Notary Public.

Filed Dec. 24" 1942.

Robert W. Ogle, Assignee
vs.
George W. Evans and Wife

No. 8311 Equity
In the Circuit Court for
Anne Arundel County.

Auditor's Report and Account -- Filed Dec. 31st., 1942.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examimed 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. Robert W. Ogle, Assignee, vs. George W. Evans and Wife in ac. with Robert W. Ogle, Assignee.

To Assignee for Commission	$	$ 150.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	13.50	
Auditor	9.00	32.50
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale Order Nisi on	33.00	
Capital-Gazette Press - Report of Sale Order Nisi on	5.00	
Capital-Gazette Press - Auditor's Acct.	5.00	

To George W. Scible - auctioneer	$ 15.00	$
National Surety Corporation - bond premium	10.00	
Clerk of Court - recording assignment	2.75	
Clerk of Court - certified copy of mortgage	2.50	
Josephine Sweeney - notary fees	1.00	
One-half Federal revenue stamps	1.38	
One-half State revenue stamps	1.25	76.88
To Assignee for Taxes, viz:		
One-half 1942 State & County taxes -		
($108.24 - adjusted - $21.64)	10.82	
One-half 1941 Annapolis City taxes -		
($92.26 - adjusted - $64.60)	32.30	43.12
To David S. Jenkins, Trustee of Estate of		
Robert L. Werntz - on account mortgage		
claim - this balance		2,197.50
		$2,500.00

Amount of mortgage claim filed	2,922.35	
Cr. Amount allowed as above	2,197.50	
Balance subject to decree in personam	$ 724.85	
Cr. March 12, 1942 Proceeds of Sale		$2,500.00

ORDER NISI.

ORDERED, This 31st day of December, 1942, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 1st day of 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 1st., day of February next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., Feb. 2, 1943.

We hereby certify, that the annexed Order Nisi - Equity No. 8311 - Robert W. Ogle - George W. Evans & wife - was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the first day of February, 1943. The first insertion being made the 4th day of January, 1943.

The Capital-Gazette Press, Inc.

By Florence Osary

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of February, 1943, 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.

Filed Feb. 4th., 1943.

MARVIN I. ANDERSON, ASSIGNEE	:	No. 8321 Equity
VS.	:	In the Circuit Court
GEORGE J. SOMERS JOSEPH A. SOMERS, and	:	for
BETTY M. SOMERS, his wife	:	Anne Arundel County.

Mr. Clerk:

Please record assignment from John H. Eetty to Guil Barber, and assignment from Guil Barber to Marvin I. Anderson; Docket this case, etc.

Marvin I. Anderson, Assignee.

MORTGAGE -- Filed March 6" 1942.

THIS MORTGAGE, Made this 13th day of June, in the year nineteen hundred and thirty-six, by George J. Somers, (unmarried), Joseph A. Somers, and Betty M. Somers, his wife, Mortgagors of Anne Arundel County in the State of Maryland, of the first part, and Robert Lee Nichols, Mortgagee, of the second part.

WHEREAS the said mortgagors are justly indebted to the said Robert Lee Nichols in the sum of Three Hundred ($300.00) Dollars, balance of the purchase price for the property hereinafter described, which said sum they have agreed to pay five (5) years after date with interest semi-annually at the rate of 6% per annum, with the right in said mortgagors to pay all or any part of said principal within said period of five (5) years, interest thereafter to be charged only on any balance unpaid; to better secure the repayment of said sum of Three Hundred ($300.00) Dollars, principal, and the interest thereon, when and as the same may be due, these presents are executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, George J. Somers, Joseph A. Somers and Betty M. Somers, his wife, do grant and convey unto the said Mortgagee, Robert Lee Nichols, 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 intersection of the Old Fort George G. Meade Road with a private right of way bounding the whole tract of which this is a part on the northeast, said right of way being more particularly described in a Deed between the said Robert Lee Nichols, Joseph Graham and George W. Waters, dated September 12, 1905, and recorded in the Land Records of Anne Arundel County in Liber 46, folio 325, etc., said point of beginning being 16 feet westward from the original most northeast corner of the whole tract and running thence along side of said Fort George G. Meade Road south 62° 30' west 214.5 feet, thence still along said road west 313.5 feet, thence still along said road south 70° 15' west 265 feet to a pipe, on the side of the bank, thence south 35° east 1829 feet to a pipe, thence north 28° 30' east 793 feet to a pipe, which pipe is 18 feet from the end of the original No. 2 line of the whole tract on the private road above mentioned, thence along said private road north 36° west 1235.5 feet to the place of beginning, containing 25 acres; together with the right to use said private road in accordance with the terms of the above mentioned Deed between Robert Lee Nichols, Joseph Graham and George W. Waters.

BEING the same property conveyed to the said mortgagors by the said mortgagee by Deed of even date herewith intended to be recorded just prior to the recording hereof.

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 Robert Lee Nichols, his heirs and assigns, forever.

PROVIDED, that if the said George J. Somers, Joseph A. Somers and Betty M. Somers, his wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Three Hundred ($300.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors, for themsleves, 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 Robert Lee Nichols, his personal representatives or assigns, or Ogle Marbury, his Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, his 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 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 _____ 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 improvement on the hereby mortgaged land to the amount of at least _____ Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee___ 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.

Witness the hands and seals of the said Mortgagors

Test: J. Nelson Roff
Chester S. Phair

Bettie M. Somers (Seal)
Joseph A. Somers (Seal)
George J. Somers (Seal)

STATE OF MARYLAND: CITY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 5 day of June, 1936, before me a Notary Public of the State and City aforesaid, personally appeared Betty M. Somers, Mortgagor named in the aforegoing Mortgage and acknowledged the aforegoing Mortgage to be her act.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

J. Nelson Roff
Notary Public.

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, TO WIT:

I Hereby Certify, that on this 13th day of June in the year nineteen hundred and thirty-six before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George J. Somers, unmarried, and Joseph A. Somers the Mortgagors named in the aforegoing Mortgage and each acknowledged the aforegoing Mortgage to be his act. At the same time also appeared Robert Lee Nichols 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)

Chester S. Phair,
Notary Public.

For value received I hereby assign the above and within mortgage to The Citizens National Bank of Laurel, as witness my hand and seal this 5th day of May 1937.

WITNESS.

E. C. Little

Robert Lee Nichols.

Received for Record 6th day of May 1937, at 10 o'clock A.M. and same day recorded in Liber F. A..M., No. 151, Fol. 400, Land Records of Anne Arundel County.

Frank A. Munroe, Clerk.

For value received The Citizens National Bank of Laurel, a body corporate, hereby assigns the within mortgage to John H. Fetty, without recourse, as witness the signature of The Citizens National Bank of Laurel, by its President O. W. Phair, and duly attested by the Cashier of the said bank this 4th., day of February 1941.

Attest.

(CORPORATE SEAL)

The Citizens National Bank of Laurel,
By O. W. Phair, President

C.E.Little, Cashier.

Received for Record 13 day of Feby. 1941, at 12 o'clock M. and the same day recorded in Liber F. A. M. No. 151, Fol. 400, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

For value received, I hereby assign the above and within mortgage of Geo. J. Somers, et al, to Guil Barber, without recourse, as witness my hand and seal this 5th day of March 1942

Witness: Dorothy Wessel John H. Fetty (Seal)

Received for Record 6 day of Mar. 1942, at 3-25 o'clock P.M. and the same day recorded in Liber F. A. M. No. 151, Fol. 400, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

I hereby assign the within mortgage to Marvin I. Anderson for purpose of foreclosure. Witness my hand and seal this 5th day of March 1942.

Witness: Foster C. Maynard Guil Barber (Seal)

Received for Record 6 day of March, 1942, at 3-25 P.M. and the same day recorded in Liber F. A. M. No. 151, Fol. 400, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Filed March 6" 1942

Affidavit of Non Military Service -- Filed March 6" 1942.

STATE OF MARYLAND, Prince Georges County, To Wit:

I hereby certify that on this 9 day of March, 1942, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified and residing in Prince Georges County aforesaid, personally appeared GUIL BARBER, and made oath in due form of law that George J. Somers, Joseph A. Somers, and Betty M. Somers, his wife, are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal.

(NOTARIAL SEAL) Gertrude L. Poe

Notary Public.

Filed March 6" 1942

Statement of Mortgage Claim -- Filed March 10" 1942.

PRINCIPAL DUE	$300.00
INTEREST FROM, DECEMBER 13, 1940	
1941 TAXES	13.49
TOTAL	

STATE OF MARYLAND, Prince Georges County, to wit:

I hereby certify that on this 9 day of March, 1942, personally appeared before me, a Notary Public of the State of Maryland, in and for the County aforesaid, Guil Barber, and made oath that the above amounts are due and owing on the mortgage being foreclosed in this case.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Gertrude L. Poe

Notary Public.

Filed March 10, 1942.

Bond -- Filed & Approved this 13th., day of March, 1942. --John H. Hopkins, 3rd., Clerk

KNOW ALL MEN BY THESE PRESENTS, That we, Marvin I. Anderson, Assignee as principal and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand ($2000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 12th., day of March, in the year of our Lord 1942

WHEREAS, the above bounden Marvin I. Anderson, Assignee by virtue of the power contained in a mortgage from George J. Somers, Joseph A. Somers, and Betty M. Somers, his wife to Robert Lee Nichols bearing date the 13th day of June, 1936 and recorded among the mortgage records of Anne Arundel County in Liber F. A. M. No. 151 Folio No. 397 and which mortgage has been duly assigned to Marvin I. Anderson, 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, 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 Marvin I. Anderson, Assignee has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered — Marvin I. Anderson, Assignee (Seal)

in the Presence of (CORPORATE SEAL) National Surety Corporation

Virginia Russell By Marvin I. Anderson

As to Surety Attorney-in-Fact.

Virginia Russell

Virginia Russell

Filed March 13th. 1942.

REPORT OF SALE. -- Filed April 10" 1942.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That after giving bond with security for the faithful discharge of his duties under the power of sale contained in the said mortgage which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House Door, in the City of Annapolis on Tuesday, April 7th, 1942, at eleven o'clock, a.m. the time and place so advertised, and then and there proceeded to sell said real estate, being all that tract of land, situate, lying and being in the Fourth Election District of Anne Arundel County, containing

twenty five Acres, more or less, together with the use of said private road, all of which is described by metes and bounds, courses and distances, in the mortgage filed in these proceedings, to Guil Barber, Trustee for Mary Elizabeth Barber, for the sum of Two Hundred Seventy Five Dollars ($275.00), he being the highest bidder for the property.

Marvin I. Anderson, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 7th day of April, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, Assignee, and 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 knowledged 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)

Virginia Russell

Notary Public.

AUCTIONEER'S CERTIFICATE AND PURCHASER'S AGREEMENT --Filed April 10th. 1942.

I hereby certify that I have this 7th day of April sold the property described in the within hand bill at and for the sum of $275.00, to Guil Barber, Trustee for Mary Elizabeth Barber, being then and ther_ the highest bidder and I further certify that the sale was fairly made.

Geo. W. Scible, Auctioneer.

I hereby certify that I have this 7 day of April purchased from Marvin I. Anderson, Assignee, the property described in the advertisement within, at and for the sum of $275.00, and hereby agree to comply with the terms of sale

Witness my hand and seal.

WITNESS:

Guil Barber, Trustee (Seal)

Marvin I. Anderson

For Mary Elizabeth Barber

ORDER NISI.

Ordered, this 10th., day of April, 1942, That the sale of the property mentioned in these proceedings made and reported by Marvin I. Anderson, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sales to be $275.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., May 12, 1942

We hereby certify, that the annexed Order Nisi - Marvin I. Anderson vs. Geo. J. Somers 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 twelfth day of May, 1942. The first insertion being made the sixteenth day of April, 1942.

The Capital-Gazette Press, Inc.

By Betty Pons.

ORDERED BY THE COURT, This 13" day of May, 19__ that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown,although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Filed May 13, 1942.

Auditor's Report and Account -- Filed May 25th., 1942.

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. Marvin I. Anderson, Assignee, vs. George J. Somers, et al in ac. with Marvin I. Anderson, Assignee.

To Assignee for fee	$ 50.00	$
To Assignee for commissions	19.25	69.25
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	12.75	
Auditor	9.00	31.75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale order nisi on	29.25	
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	
National Surety Co. - bond premium	10.00	
Clerk of Court - recording assignments	1.50	
Virginia Russell - notary fee	.50	
One-half Federal revenue stamps	.28	
One-half State revenue stamps	.10	61.63
To Assignee for Taxes, viz:		
1941 State & County taxes	13.49	
1942 State & County taxes ($12.05-adj)	4.66	18.15
To Guil Barber, mortgagee - this balance on account mortgage claim		94.22
		$275.00
Amount of mortgage claim filed	300.00	
Interest from 12/13/40 to 4/7/42	24.00	
	324.00	
Cr. Amount allowed as above	94.22	
Balance subject to decree in personam	$229.78	

Cr. Apr. 7 1942 Proceeds of Sale $275.00

ORDER NISI.

ORDERED, This 25th., day of May, 1942, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 26th., day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th., day of June next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., June 29, 1942.

We hereby certify, that the annexed Order Nisi - Aud. Acct. - Equity 8321 - George J. Somers - was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th., day of June, 1942, The first insertion being made the 23rd., day of May, 1942.

The Capital-Gazette Press, Inc.

By L. L. French.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of July, 1942, 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.

Filed July 1st., 1942.

Louis M. Strauss, Assignee	:	No. 8322 Equity.
Vs.	:	In the Circuit Court for
John W. King and Mary E. King, his wife.	:	Anne Arundel County.

Petition to Docket foreclosure and affidavit under Soldiers and Sailors Relief Act.

Filed March 7" 1942.

Mr. Clerk:

Please docket the above captioned foreclosure suit and file Complainant's Exhibits, which include Certified Copy of Mortgage, Assignment of Mortgage, and Affidavit Under the Soldiers' and Sailors' Civil Relief Act of 1940.

Louis M. Strauss, Assignee.

AFFIDAVIT.

In Compliance with Soldiers and Sailors Civil Relief Act of Congress October 1940 and Soldiers and Sailors Civil Relief Act Art. 87A Bagby's Annotated Code of Maryland, 1939 ED. STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, SS,

Louis M. Strauss being first duly sworn, on oath deposes and says that the plaintiff in the above entitled cause and makes this affidavit in his behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers

and Sailors Civil Relief Act of Congress October, 1940 and Soldiers and Sailors Civil Relief Act, Art. 87A Bagby's Ann. Code of Md., 1939 Ed., that on behalf of plaintiff careful investigation has been made to ascertain whether or not the above named defendant is not in the military service of the United States and that as a result of said investigation affiant has discovered and does hereby make oath that said defendant is not in the military service of the United States, that is to say said defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and is not an officer of the Public Health Service detailed by proper authority for duty either with the Army or Navy, and said defendant is not on active duty with any of the branches aforesaid, nor is said defendant under training or education under the supervision of the United States preliminary to induction into the military service, but is employed as a Civilian not subject to aforesaid.

Louis M. Strauss, Assignee (Seal)

Affiant

SUBSCRIBED and sworn to before me this 6th day of March, 1942.

(NOTARIAL SEAL)

Josephine Sweeney

Notary Public, Md.

Filed March 7" 1942.

"Complainant's Exhibit 1" (Certified Copy of Mortgage) -- Filed March 7" 1942.

THIS MORTGAGE, made this seventh day of July, in the year nineteen hundred and twenty-one between John W. King and Mary E. King, his wife, of Anne Arundel County, Maryland, mortgagors, and the Capital City Building and Loan Association, of Anne Arundel County, Maryland, a body corporate under the laws of said State, Mortgagee.

WHEREAS, the said John W. King and Mary E. King, his wife, being the holder of twenty-four shares of unredeemed stock of said body corportate and a member thereof, have received from said body corporate and 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 purpose of said Association and in order to secure the full payment and completion of said twenty-four shares of stock to said body corporate in accordance with its present constitution, said mortgagors have agreed to execute this mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of one dollar, the said John W. King and Mary E. King, his wife, do hereby grant unto said body corporate, The Capital City Building and Loan Association, of Anne Arundel County, Maryland, its successors and assigns, all that lot of ground situate in the Eastport, 2nd district of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a point in the southwest side of Fifth St. at a distance of 314 feet northwest from tne corner of Fifth St. and Chester Ave. and running thence northwest and bounding on the southwest side of Fifth St; 17 feet thence southwest and parallel with Chester Ave. 165 feet; thence southeast and parallel with Fifth St. 17 feet, and thence northeast by a straight line 165 feet to the place of beginning, being the same lot of ground which was conveyed to the said John W. King and Mary E. King by John Parkinson and Rose Parkinson, his wife, by deed of even date herewith but intended to take effect and to be recorded among the Land Records of Anne Arundel County prior to this mortgage.

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

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of The Capital City Building and Loan Association of Anne Arundel County, Maryland, the mortgagee aforesaid, its successors and assigns aforesaid.

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

AND the said Mortgagors respectively, for themselves, their executors, administrators and assigns, covenants with the said Mortgagee, its successors and assigns, to pay and to perform as follows, viz:- to pay to the said mortgagee, its successors or assigns, the weekly sum of ___ dollars as dues at every weekly meeting of said mortgagee until the said sum of twelve hundred dollars shall be repaid; and also to pay at the time aforesaid, as interest, the weekly sum of $1.44 until the sum of Fifty Dollars ($50.00) shall be repaid in weekly dues, then said weekly payments of interest shall be reduced six cents, and so on and as often as Fifty Dollars ($50.00) shall be repaid, the payments of interest shall be reduced six 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, ad to keep the improvements on the said ground fully insured from loss by fire for the use of the mortgagee.

All of which payments and covenants shall continue on force until the said sum of twelve hundred dollars shall be repaid in weekly dues as aforesaid.

AND IT IS AGREED That until default be made in the premises the said mortgagor may use and occupy the hereby mortgaged property.

BUT if default be made in the payment of any of the said weekly sums of money, and continue for the space of thirteen weeks, or in the performance of the covenants or conditions herein mentioned on the part of thirteen weeks, or in the performance of the covenants or conditions herein mentioned on the part of the said mortgagors; or either of them, then this mortgage debt hereby intended to be secured, shall be deemed due and demandable, and the said mortgagee, its successor or assigns, or Hugh R. Riley, its authorized attorney or solicitor, is hereby empowed to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof, which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County -and which terms shall be such as the party making the sale shall elect and the proceeds of such sale shall be applied, first, to the payment of all expenses of the sale, including the usual commissions to the said attorney or solicitor, or other party making sale, 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 John W. King and Mary E. King and for their personal representatives and

namely: Bedroom #1: 1 dresser, 1 table, 1 bed complete, 2 chairs; Bedroom #2: 1 dresser, 1 table, 1 bed complete, 2 chairs; Living room: 1 center table, 3 small tables, 1 studio couch, 1 divan, 5 chairs; Dining Room: 6 chairs, 1 table, 1 server and 1 buffet; Kitchen: 2 tables, 1 electric refrigerator, 1 oil stove, 5 chairs, Porch: 2 gliders, 1 table and 4 chairs.

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 Four and 20/100 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, inclusive 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, 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 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 bcome 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:

Ruby W. Chaney

Arthur Frederick (Seal)

Pauline Frederick (Seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify, that on this sixth day of March, in the year nineteen hundred and forty-one, before me, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Arthur Frederick and Pauline Frederick, 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 considera-

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 twelve hundred dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of 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: John W. King (Seal)

Bernard J. Wiegard Mary E. King (Seal)

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this seventh day of July, in the year nineteen hundred and twenty-one before me a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared John W. King and Mary E. King, his wife, and acknowledged the aforegoing mortgage to be their act. And at the same time also personally appeared Frank W. Stromeyer, the President of the Capital City Building and Loan Association of Anne Arundel County, Maryland, mortgagee and made oath in due form of law, that the consideration named in said foregoing mortgage is true and bona fide as therein set forth.

(NOTARY SEAL) Bernard J. Wiegard

Notary Public.

Recorded 9th July, 1921, at ____

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Mortgage was truly taken and copied from Liber W.N.W. No. 48, folio 180, 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 17th, day of July,A.D. 1933.

(COURT SEAL) Frank S. Revell, Clerk.

Filed March 7" 1942.

Assignment of mortgage to Louis M. Strauss for foreclosure (exhibit 2)-Filed March 7" 1942.

This deed of Assignment, made this 6th day of March, 1942, by the Capital City Building and Loan Association, a body corporate, of the City of Annapolis, Maryland.

For value received the said Capital City Building & Loan Association does hereby grant and assign unto Louis M. Strauss all its right, title, and interest to a certain mortgage made to the Capital City Building & Loan Association by John W. King and Mary E. King, his wife, dated the 7th day of July, 1921, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 48, folio 180, for purpose of foreclosure.

As witness the hand and seal of the President of said body corporate duly attested to by its Secretary-Treasurer.

Attest: (CORPORATE SEAL) Capital City Building & Loan Association

Carl S. Thomas, Secretary-Treasurer

Per: George E. Graefe, (Seal) President.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 6th day of March, 1942, before me, the subscriber, a Notary

Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Graefe and made oath in due form of law that the matters and facts heretofore set forth are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Josephine Sweeney

Notary Public.

Filed March 7" 1942.

Bond -- Filed March 31st., 1942.

EAGLE INDEMNITY COMPANY

KNOW ALL MEN BY THESE PRESENTS, That We, Louis M. Strauss, Assignee, as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N. Y. a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of 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 31st day of March, Nineteen Hundred and Forty-two.

WHEREAS, by virtue of a power of sale contained in a mortgage from John W. King and Mary E. King, his wife to Capital City Building Association, bearing date on or about the 7th day of July Nineteen Hundred and Twenty-one Equity No. 8322 the said Louis M. Strauss, Assignee, is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Louis M. Strauss, Assignee, is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Louis M. Strauss, Assignee, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness:

Louis M. Strauss (Seal)

Lina Johnson (CORPORATE SEAL)

Eagle Indemnity Company

By: Benjamin Michaelson

Attorney-in-fact.

Filed March 31st., 1942.

Louis M. Strauss, Assignee

Vs.

John W. King and Mary E. King, his wife.

No. 8322 Equity

In the Circuit Court for

Anne Arundel County.

MORTGAGE STATEMENT -- Filed April 1st., 1942.

To balance due on Mortgage and interest to March 7, 1942 ----------$868.65

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 31st day of March, 1942, before me, the subscriber, a

Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Louis M. Strauss, Agent and Attorney for the Capital City Building & Loan Association, and as Assignee made oath in due form of law that the above amount is a true and bona fide amount due under the mortgage herein named.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Josephine Sweeney

Notary Public.

Filed April 1st., 1942.

REPORT OF SALE --- Filed April 1st., 1942.

To the Honorable, the Judge of said Court:

The Report of Sale of Louis M. Strauss, Assignee for the Capital City Building and Loan Association, respectfully shows:

That after giving bond for the faithful discharge of his duties, which said bond was duly approved, and having given notice of the time, place, manner and terms of said sale by advertisement inserted in the Evening Capital, a newspaper published in Annapolis, Anne Arundel County, Maryland, for more than twenty day preceding the day of sale, the said Louis M. Strauss, Assignee, did pursuant to said notice, on Tuesday, March 31, 1942 at eleven o'clock a.m., sell at public auction at the Court House Door at Annapolis, Anne Arundel County, Maryland, the property described in said mortgage and more fully described and set forth in the attached advertisement of sale, to Harry Ivrey and Tillie Ivrey, his wife, at and for the sum of One Thousand Two Hundred Dollars, they being the highest bidder then and there.

Louis M. Strauss, Assignee

State of Maryland, Anne Arundel County, to wit:

This is to certify, that on this 31st day of March, 1942, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Louis M. Strauss, Assignee, in the above mentioned proceedings and mortgage, and made oath that the facts in the foregoing report of Sale are true as therein set forth, and that the sale, thereby reported was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Josephine Sweeney

Notary Public.

ORDER NISI.

Ordered, this 1st., day of April, 1942, That the sale of the property mentioned in these proceedings made and reported by Louis M. Strauss, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 2nd 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 2nd., day of May next.

The report states that the amount of sales to be $1,200.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., May 5, 1942.

We hereby certify, that the annexed Order Nisi - Louis M. Strauss vs. John W. King & Mary E. ____ - 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 second day of May, 1942. The first insertion being made the second day of April, 1942.

The Capital-Gazette Press, Inc.
By Betty Pons.

ORDERED BY THE COURT, This 5th day of May, 1942, 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.

Filed May 5, 1942.

Louis M. Strauss, Assignee — No. 8322 Equity

vs. — In the Circuit Court for

John W. King and wife — Anne Arundel County.

AUDITOR'S REPORT AND ACCOUNT --- Filed May 14th., 1942.

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Louis M. Strauss, Assignee, vs. John W. King and Wife in ac. with Louis M. Strauss, Assignee.

To Assignee for Commissions	$	$ 66.19
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	11.25	
Auditor	9.00	30.25
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale order nisi on	21.00	
Capital-Gazette Press - report of sale order nisi on	5.00	
Capital-Gazette Press - auditor's acct.	5.00	
Eagle Indemnity Co. - bond premium	10.00	
George W. Scible - auctioneer	10.00	
Josephine Sweeney - notary fees	1.25	
Clerk of Court - recording deed of assignment	2.50	
One-half Federal revenue stamps	.82	
One-half State revenue stamps	.60	56.17
To Capital-City Building & Loan Ass'n., mortgagee - in full for mortgage claim		868.65

To Benjamin Michaelson, Admr. Estate of Alfred Michaelson - in full for judgment recorded in F. A. M. #6 folio 262	$	$ 66.00
To Benjamin Michaelson, Admr. Estate of Alfred Michaelson - in full for judgment recorded in E.A.M. #6 folio 262		117.35
To John W. King and Mary E. King, his wife, mortgagors - this balance		24.12
		$1,228.73

Cr. Mar. 31 1942	Proceeds of Sale	$1,200.00
	Interest on deferred payment	5.46
	Refund 1942 State and County taxes	23.27
		$1,228.73

ORDER NISI.

ORDERED, This 14th., day of May, 1942, 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 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.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., June 18, 1942.

We hereby certify, that the annexed Order Nisi - Louis M. Strauss vs. John W. King - 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 fifteenth day of June, 1942. The first insertion being made the fifteenth day of May, 1942.

The Capital-Gazette Press, Inc.

By Betty Pons.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22nd day of June, 1942, 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.

Filed June 22, 1942.

In the Matter of the Sale of the Mort- : No. 8334 Equity.
gaged Real Estate of Arthur Frederick : In the Circuit Court for
and Pauline Frederick, his wife. : Anne Arundel County.

Mr. Clerk:

Please docket this suit, file the original mortgage, pass upon and file the accompanying bond.

George E. Rullman,
Attorney named in Mortgage.

Filed April 6" 1942.

(Md. State Stamps $1.40)

This Mortgage, Made this sixth day of March, in the year nineteen hundred and forty-one, between Arthur Frederick and Pauline Frederick, 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 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 28 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 Arthur Frederick and Pauline Frederick, his wife, do hereby grant and convey unto the said Annapolis and Eastport Building Association, its successors and assigns, in fee simple.

All those two lots of ground situate in the Seventh Election District of Anne Arundel County, Maryland, known and designated as Lots numbered Forty-one (41) and Forty-two (42) on the Plat of Idlewilde, which plat is filed among the Plat Records of Anne Arundel County in Cabinet No. 1 Rod Q Plat No. 2. Being the lots of ground which were conveyed to the said Arthur Frederick and Catherine F. Frederick, his wife, by Charles W. Winters and Elnor V. Winters, his wife, by deed dated March 16, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 43 folio 434, the said Catherine F. Frederick having departed this life on or about the 27th day of December, 1936, leaving the said Arthur Frederick, her husband, the survivor and sole owner of said property. And the said Arthur Frederick subsequently married the said Pauline Frederick. Also see deed from James A. Walton, County Treasurer of Anne Arundel County, et al, to the said Arthur Frederick, dated the 6th day of March, 1941, and intended to be recorded among the aforesaid Land Records simultaneously with these presents.

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;

tion 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.

Filed April 6" 1942.

Affidavit Under Soldiers and Sailors Civil Relief Act. -- Filed April 6th., 1942.

AFFIDAVIT.

In compliance with Soldiers and Sailors Civil Relief Act of Congress October 1940 and Soldiers and Sailors Civil Relief Act Art. 87A Bagby's Annotated Code of Maryland, 1939 Ed.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

George E. Rullman, being first duly sworn, on oath deposes and says that he is the duly authorized agent of the First Federal Savings and Loan Association of Annapolis, the plaintiff in the above entitled cause and makes this affidavit in its behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress October, 1940 and Soldiers and Sailors Civil Relief Act, Art. 87A Bagby's Ann. Code of Md., 1939 Ed., that on behalf of plaintiff careful investigation has been made to ascertain whether or not the above named defendants are not in the military service of the United States and that as a result of said investigation affiant has discovered and does hereby make oath that said defendants are not in the military service of the United States, that is to say said defendants are not members of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and are not officers of the Public Health Service detailed by proper authority for duty either with the Army or Navy, and said defendants are not on active duty with any of the branches aforesaid, nor are said defendants under training or education under the supervision of the United States preliminary to induction into the military service, but are employed as civilians and not subject to aforesaid.

George E. Rullman

Attorney and Agent. Affiant.

SUBSCRIBED and sworn to before me this 6th day of April, 1942.

(NOTARIAL SEAL)

Ruby W. Chaney

Notary Public. (Md.)

Filed April 6" 1942.

Statement of Mortgage Debt. --- Filed April 6" 1942.

Annapolis, Md., April 6, 1942.

Arthur Frederick and
Pauline Frederick, his wife,

To The First Federal Savings & Loan Association of Annapolis, successor to Annapolis & Eastport Building Association of City of Annapolis, Md.,Dr.

To balance due on loan	$1,260.86
To interest	45.95
To fine	2.60
	$1,309.41

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this sixth day of April, 1942, 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 First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statemant 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 this 6" day of April, 1942. --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 6th day of April in the year of our Lord nineteen hundred and forty-two.

WHEREAS, the above bounden, George E. Rullman, by virtue of a power contained in a mortgage from Arthur Frederick and Pauline Frederick, his wife, to Annapolis & Eastport Building Association of City of Annapolis, Maryland dated March 6, 1941, and recorded in Liber J.H.H. No. 20; folio 538 etc., one of the Land Record Books of Anne Arundel County, and since assigned to First Federal Savings & Loan Assn. of Annapolis 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 & Co.

Witness: Chas. F. Lee, Jr. Per By Chas. F. Lee, Agts.

Filed April 6th., 1942.

In the Matter of the Sale of the Mortgaged Real Estate of Arthur Frederick and Pauline Frederick, his wife. No. 8334 Equity. In the Circuit Court for Anne Arundel County.

Attorney's Report of Sale. -- Filed May 5th., 1942.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, the Attorney named in the mortgage filed in

these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Arthur Frederick and Pauline Frederick, his wife, dated the 6th day of March, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 201 folio 538, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Rullman, the Attorney named in said mortgage, 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 Annapolis, Maryland, on Tuesday, May 5th, 1942, at eleven o'clock A.M., and then and there sold the said property to The First Federal Savings and Loan Association of Annapolis, at and for the sum of Fourteen Hundred Dollars ($1400.00), it being then and there the highest bidder therefor, which property is as follows:

All those two lots of ground situate in the Seventh Election District of Anne Arundel County, Maryland, known and designated as Lots numbered Forty-one (41) and Forty-two (42) on the Plat of Idlewilde, which plat is filed among the Plat Records of Anne Arundel County in Cabinet No. 1 Rod Q Plat No. 2. Being the lots of ground which were conveyed to the said Arthur Frederick and Catherine F. Frederick, his wife, by Charles W. Winters and Elnor V. Winters, his wife, by deed dated March 16, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 43 folio 434, the said Catherine F. Frederick having departed this life on or about the 27th day of December, 1936, leaving the said Arthur Frederick, her husband, the survivor and sole owner of said property, he having subsequently married the said Pauline Frederick. Also see deed from James A. Walton, County Treasurer, et al, to the said Arthur Frederick, dated March 6th, 1941, and recorded among the aforesaid Land Records in Liber J.H.H. No. 232 folio 249.

Said lots of ground are improved by a summer cottage with the following chattels and personal property located therein: 2 dressers, 2 bedroom tables, 2 beds complete; 4 bedroom chairs, 1 center table, 3 small tables, 1 studio couch, 1 divan, 5 chairs, 1 dining room table, 6 chairs, 1 server and 1 buffet, 2 kitchen tables, 1 electric refrigerator, 1 oil stove and 5 chairs, 2 gliders, 1 table and 4 chairs.

And the said Attorney further reports that he has received from the said purchaser the deposit as required by the terms of said sale, and has also received the Purchaser's Agreement to comply with the terms of sale, which are as follows:

Terms of Sale: A deposit of $300.00 will be required of the purchaser at the time of sale, and the balance of the purchase money, with interest thereon at the rate of 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, Attorney.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this fifth day of May, 1942, before the subscriber, a Notary Pub-

lic of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney, 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.

Attorney's Sale of valuable Improved Property located in Seventh Election District of Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from Arthur Frederick and Pauline Frederick, his wife, dated the 6th day of March, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 201, folio 538, the undersigned, as the Attorney named in said mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, will offer for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, May 5th., 1942 at 11:00 o'clock A. M. the following described property:

All those two lots of ground situate in the Seventh Election District of Anne Arundel County, Maryland, known and designated as Lots numbered Forty-one (41) and Forty-two (42) on the plat of IDLEWILDE, which plat is filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod Q, Plat No. 2. Being the lots of ground which were conveyed to the said Arthur Frederick and Catherine F. Frederick, his wife, by Charles W. Winters and Elnor V. Winters, his wife, by deed dated March 16, 1929, and recorded among the aforesaid Land Records in Liber F. S. R. No. 43, folio 434, the said Catherine F. Frederick having departed this life on or about the 27th of December, 1936, leaving the said Arthur Frederick, her husband, the survivor and sole owner of said property, he having since married the said Pauline Frederick. (Also see deed from James W. Walton, County Treasurer of Anne Arundel County, et al, to the said Arthur Frederick, dated March 6th., 1941, and recorded among the aforesaid Land Records in Liber J.H.H. No. ___,folio ___.

Said lots of ground are improved by a summer cottage with the following chattels and personal property located therein.

Two dressers, 2 bedroom tables, 2 beds, complete; 4 bedroom chairs, 1 center table, 3 small tables, 1 studio couch, 1 divan, 5 chairs, 1 dining room table, 6 chairs, 1 server and 1 buffet, 2 kitchen tables, 1 electric refrigerator, 1 oil stove and 5 chairs, 2 gliders, 1 table and 4 chairs.

Said property, real and personal, will be offered for sale in its entirety.

TERMS OF SALE: A deposit of $300.00 will be required of the purchaser at the time of sale, and the balance of the purchase money, with interest thereon at the rate of 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,
Attorney named in Mortgage.
Lee Bldg., Annapolis, Md.

Auctioneer's Certificate and Purchaser's Agreement.

Annapolis, Md., May 5, 1942.

I hereby certify that I have this day sold the property described on the within handbill to The First Federal Savings and Loan Association of Annapolis at and for the sum of Fourteen Hundred Dollars ($1400.00), it being then and there the highest bidder therefor; and I further certify that the sale was fairly made.

Geo. W. Scible, Auctioneer.

We hereby certify that we have this day purchased the property described on the within handbill from George E. Rullman, Attorney, at and for the sum of Fourteen Hundred Dollars ($1400.00), and we hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

Attest: (CORPORATE SEAL) The First Federal Savings and

Tilden O. Atwell Loan Association of Annapolis,

Secretary. By T. Roland Brown, President.

Filed May 7" 1942.

ORDER NISI.

ORDERED this 5th., day of May, 1942, that the sale of the property, mentioned in these proceedings, made and reported by George E. Rullman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th., day of June, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 6th., day of June next.

The Report states the amount of sales to be Fourteen Hundred Dollars ($1400.00).

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., June 9, 1942.

We hereby certify, that the annexed Order Nisi - Sale - Equity 8334 - Arthur Frederick - was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of June, 1942. The first insertion being made the 7th day of May, 1942.

The Capital-Gazette Press, Inc,

By Lillie L. French.

ORDER

ORDERED by the Court this 10th day of June, 1942, that the sale made and reported by the Attorney aforesaid, be and the same is hereby RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given, as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Filed June 19th., 1942.

Auditor's Report and Account. --- Filed June 13th., 1942.

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 Arthur Frederick and Pauline Frederick, his wife in ac. with George E. Rullman, Attorney.

To Attorney for fee	$ 50.00	$
To Attorney for commissions	73.00	123.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	12.65	
Auditor	9.00	31.65
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	29.25	
Capital-Gazette Press - handbills	5.75	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
George W. Scible - auctioneer	11.00	
C. F. Lee & Co., Agent - bond premium	10.00	
Ruby W. Chaney - notary fees	1.50	
One-half Federal revenue stamps	.83	
One-half State revenue stamps	.70	69.03
To Attorney for taxes, viz:		
1942 State & County taxes ($76.92-adj)		26.75
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee - this balance on account mortgage claim		1,149.57
		$1,400.00

Amount of mortgage claim filed	1,309.41
Cr. Amount allowed as above	1,149.57
Balance subject to decree in personam	159.84

Cr. May 5, 1942 Proceeds of Sale $1,400.00

ORDER NISI.

ORDERED, This 13th., day of June, 1942, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 14th day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of July next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., July 15, 1942.

We hereby certify, that the annexed Order Nisi - Equity #8334 - Frederick - 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 July, 1942. The first insertion being made the 18th day of June, 1942.

The Capital-Gazette Press, Inc,
By D. Baldersten

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22nd day of July, 1942, 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.

Filed July 22nd., 1942.

Caroline Street Permanent Building Association No. 1 of Baltimore City, Plaintiff	:	No. 8336 Equity In the Circuit Court for Anne Arundel County.
vs.	:	
William H. Stout and Anna B. Stout HIS WIFE.	:	

PETITION TO DOCKET --- Filed April 7" 1942.

Mr. Clerk:

Please docket the above entitled case and file the attached mortgage from ---------- William H. Stout and Anna B. Stout, his wife, to the Caroline Street Permanent Building Association No. 1 of Baltimore City, dated October 26th, 1931, and recorded in the Land Records of Anne Arundel County in liber F. S. R. No. 93, folio 317, etc. and marked "Plaintiff's Exhibit No. 1.

John C. Kump,
Attorney named in Mortgage

Plaintiff's Exhibit No. 1 -- Filed April 7" 1942.

This Mortgage, Made this 26th day of October in the year one thousand nine hundred and thirty-one between William H. Stout and Anna B. Stout his wife, of Baltimore City Mortgagors and the Caroline Street Permanent Building Association No. 1 of Baltimore City, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors as members of said body corporate, have received therefrom an advance of Thirteen hundred dollars on thirteen of their shares of its stock; part of the purchase money for the hereinafter described property, and to secure said advance this mortgage is made.

WHEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of One Dollar, said Mortgagors do grant unto said Mortgagee, its successors and assigns, all that

lot of ground, situate in the Third Election District of Anne Arundel County and described as follows:

BEING known as Lot No. 5 as shown on Plat No. 7 of Long Point On The Magothy recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 1, folio 23.

BEING the same lot of ground described in a deed from John C. Kump and Augusta W. Kump his wife to the within named Mortgagors, dated October 25th, 1927 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 31, folio 95 etc.

TOGETHER with the rights and improvements belonging, or appertaining and the rents, issues and profits thereof.

TO HAVE AND TO HOLD said lot of ground and premises unto said mortgagee, its successors or assigns forever in fee simple.

If said Mortgagors shall make the payments and perform the covenants herein on their part contained, then this mortgage shall be void. And said mortgagors for themselves, their heirs, executors, administrators and assigns, covenant with said Mortgagee, its successors and assigns, that said mortgaged property is unemcumbered save as herein set out; and to pay and perform as follows: To pay the Mortgagee, or its assigns the weekly sum of Three Dollars Twenty-five Cents as dues, at its every weekly meeting until the said sum of Thirteen hundred dollars shall be repaid.

And to pay at the same time, as interest and premium in accordance with the By-Laws of said body corporate, the weekly sum of One Dollar Fifty-six Cents cents until one hundred dollars shall be repaid in weekly dues, when said weekly payments of interest and premium shall be reduced twelve cents, in accordance with its by-laws, and so on, and as often as one hundred dollars shall be so repaid in dues, the weekly payments of interest and premium shall be reduced twelve cents in accordance with said by-laws; and to pay, in equal weekly sums, all ground rents, water rents, public dues, assessments and charges for which the property hereby mortgaged may become liable when payable; no interest or dividend whereon shall be allowed by the mortgagee; and to pay all fines that may be imposed on them by the said Mortgagee in accordance with its by-laws and to keep the improvements on said property in good repair and fully insured from loss by fire in some company designated by said Mortgagee for its use and to give the policy to be effected thereon to it; all of which payments and covenants shall continue in force until the said advance of Thirteen Hundred dollars shall be repaid in weekly dues. And in case of any default in any covenants or conditions of this mortgage then the balance due hereunder on said shares shall become due and payable.

In the event of any default by the Mortgagors in making any of the payments required to be made by this Mortgage or by any prior mortgage, the Mortgagee shall be entitled without notice to the Mortgagors, to the immediate appointment of a receiver for the property hereby mortgaged, without regard to the adequacy or inadequacy of the property, as security for the Mortgage debt; and in the event of any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the Mortgagee as additional security. And the Mortgagors consent, that a decree be passed, for the sale of ---------- the said property, (the sale to take place after a default in any conditions of this Mortgage, or of any prior Mortgage) under the provisions of Sections 720 to 732 inclusive, of Article 4 of the Public Local Laws of the Maryland Code (1888), as amended by the Acts of 1898, Chapter 123, or any supplement thereto; or this Mortgage may be foreclosed

under any law or laws of said State of Maryland intended to facilitate the regular or extra-judicial proceedings on Mortgages, as fully, and in the same manner, as if special assent and powers were hereby given and granted. And it is agreed that until default be made in the premises, said Mortgagors shall be permitted to occupy said property in the same manner as if these presents were not executed.

But if default be made and continue as aforesaid, then the whole mortgage debt hereby intended to be secured, shall be deemed due and demandable, and the said Mortgagee, or its assigns, or JOHN C. KUMP, as its attorney, is and are hereby authorized to sell said property at public auction on the premises or at the Court House door of said county, for cash, or one third cash, balance in six and twelve months, payments to bear interest from day of sale, upon giving three weeks notice of the time, place, manner and terms of sale by advertisement once a week for three successive weeks in some newspaper printed in Anne Arundel County, and the proceeds of any sale hereunder shall be applied first to the payment of all expenses of sale, including a commission to the party making the sale equal to that allowed trustees on sales made under an order of any court having equity jurisdiction in Maryland, and to the payment of all taxes and ground rent aforesaid to the day of sale, secondly to the payment of all claims and demands of the said mortgagee hereunder, whether the same shall have then matured or not, and the balance, if any, to be paid to said mortgagors, or whoever may be entitled to the same.

IT IS ALSO AGREED, that as soon as the mortgagors cease to own said mortgaged property or have any interest therein, by voluntary or involuntary alienation, or in any other manner, the amount then due hereunder on said shares shall fall due, and in default of any payment thereof on demand this mortgage can be foreclosed and the property sold under the assent herein contained; and it is also further agreed that nothing shall be construed as a waiver of such condition except a writing under seal signed by the President of said body corporate, and that the assent to one change of ownership shall not allow a subsequent change, but that any change in ownership must be assented to in the manner aforesaid; otherwise the amount due on said shares become due, and in default of payment this mortgage may be foreclosed; the advance on said shares being made on account of the moral risk; the said body corporate reserving the right without notice, to the mortgagors or those claiming under them to release, waive or modify from time to time to any extent this condition.

WITNESS the hands and seals of the Mortgagors:

Test: William H. Stout (Seal)

Meyer Steinberg Anna B. Stout (Seal)

State of Maryland, Baltimore City, to wit:

On this 26th day of October one thousand nine hundred and thirty-one before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William H. Stout and Anna B. Stout his wife, the mortgagors aforesaid and acknowledged the foregoing Mortgage to be their respective act. At the same time also appeared William H. Brown the President of the said Mortgagee, and made oath in due form of law, that the consideration set forth in said Mortgage is true and bona fide, as therein set forth.

AS WITNESS MY HAND and Notarial Seal.

(NOTARIAL SEAL)

Meyer Steinberg

Notary Public.

Filed April 7" 1942.

Affidavit as to Non-Military Service. -- Filed April 7" 1942.

I HEREBY CERTIFY that on this 27th day of March, 1942 personally appeared William H. Brown, President of Caroline Street Permanent Building Association No. 1 of Baltimore City, and he made oath in due form of law that William H. Stout, one of the defendants in this case, departed this life about two years ago, and that his surviving widow, is not in any manner engaged in the military service of the United States.

Caroline Street Permanent Building Association No. 1 of Baltimore City

By W. H. Brown, President

(NOTARIAL SEAL)

James W. Brown

Notary Public.

Filed April 7" 1942.

STATEMENT OF MORTGAGE CLAIM. --- Filed April 11" 1942.

To this amount advanced on mortgage dated October 26, 1931, and filed in these proceedings as "Plaintiff's Exhibit No. 1"		$1300.00
Repaid on account thereof		554.01
	Balance due	745.99
By this amount paid into the expense account by borrowers	$538.97	
Total paid out of the expense account by association	665.18	126.21
Over-payment		872.20
Add 28 weeks interest from October 23, 1941 to May 5, 1942		25.86
Add 8 weeks fines @ 5 ¢ per share per week		3.60
		$ 901.66

CAROLINE STREET PERMANENT BUILDING ASSOCIATION
OF BALTIMORE CITY, No. 1.

Howard C. Wellener, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.

I HEREBY CERTIFY, that on this 8th day of April, 1942, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Howard C. Wellener, Secretary of The Caroline Street Permanent Building Association No. 1 of Baltimore City, a body corporate, 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.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Meyer Steinberg

Notary Public.

Filed April 11" 1942.

Bond --Filed & Approved this 11th., day of April, 1942. --John H. Hopkins, 3rd., Clerk.

KNOW ALL MEN BY THESE PRESENTS, That We, John C. Kump of 337 St. Paul Place, Baltimore, Md. 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 thirteen hundred Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 8th day of April, Nineteen and forty-two

WHEREAS, by virtue of a power of sale contained in a mortgage from William H. Stout & Anna B. Stout his wife to Caroline St. Permt.Bldg. Asso. No 1/ of Baltimore City bearing date on or about the 26th. day of October- Nineteen Hundred and thirty-one the said John C. Kump is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said John C. Kump 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 C. Kump do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness:

Frances Spencer (CORPORATE SEAL)

John C. Kump (Seal)

Eagle Indemnity Company

By: Benjamin Michaelson

Attorney-in-fact.

Filed April 11th., 1942.

CAROLINE STREET PERMANENT BUILDING ASSOCIATION NO. 1 OF BALTIMORE CITY,

Plaintiff

Vs.

WILLIAM H. STOUT AND ANNA B. STOUT, his wife,

Defendants

No. 8336 Equity

In the Circuit Court

for

Anne Arundel County.

REPORT OF SALE. --- Filed May 6th., 1942.

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of John C. Kump, attorney named in the mortgage, to make sale of the fee simple lot of ground and premises in the proceedings in said cause mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisement inserted in "The Maryland Gazette", a weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said attorney named in the mortgage did pursuant to said notice on Tuesday the 5th day of May, 1942, at 1 o'clock p.m. Eastern War Time, attend at the Court House door in the City of Annapolis, Anne Arundel County, State of Maryland, and then and there sold the property known as the William H. Stout property on the southwest side of South Shore Road at its intersection with the east side of Eastern

Road, designated as Lot No. 5 on Plat 7 of Long Point on the Magothy, recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 1, folio 23, etc., and which is more fully described and referred to in the mortgage filed in this proceeding, unto William H. Brown for the sum of $1150; he being then and there and at that price the highest bidder therefor.

John C. Kump,
Attorney named in the mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 5th day of May, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John C. Kump, attorney named in the mortgage, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made, and further made oath that neither of the defendants are in any manner engaged in or connected with any of the military services of the United States.

AS WITNESS MY HAND AND Notarial Seal.

(NOTARIAL SEAL)

Beatrice O. Scheuerman.
Notary Public.

ADVERTISEMENT OF SALE. --- John C. Kump, Attorney at Law, 337 St. Paul Place, Baltimore, Md.

Attorney's Sale of valuable Fee Simple Property in the Third Election District of Anne Arundel County on the southwest side of South Shore Road at its intersection with the east side of Eastern Road.

In pursuance of the power and authority contained in a mortgage from William H. Stout and Anna B. Stout, his wife, to Caroline Street Permanent Building Association, No. 1, of Baltimore City, dated October 26th., 1931, and recorded among the mortgage records of Anne Arundel County in Liber F. S. R. No. 93, folio 317, etc., default having occurred for more than eight weeks in the covenants and conditions of said mortgage, the undersigned attorney will sell at public auction at the Court House door, at Annapolis, Maryland, Tuesday, May 5, 1942 at 1 o'clock P.M. (EWT), the following described property:

On the southwest side of South Shore Road at its intersection with the east side of Eastern Road, designated as Lot No. 5 on Plat 7 of Long Point on the Magothy, recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 1, folio 23, etc. Subject to restrictions set forth in a deed from the Long Point Corporation to Robert Munson and wife recorded among the Land Records of Anne Arundel County.

Improved by a shingled, porch front frame cottage with attic and second floor porch.

TERMS OF SALE: One-third cash; balance in six and twelve months, or all cash, at the option of the purchaser at the time of sale.

Credit payments, if any, to bear interest from day of sale and to be secured to the satisfaction of the undersigned attorney. Taxes and other public dues and charges to be adjusted to day of sale.

A deposit of $250.00 will be required at the sale.

Sam W. Pattison,
Auctioneers.

John C. Kump
Attorney named in Morgage.

ORDER NISI.

Ordered, this 6th., day of May, 1942, That the sale of the property mentioned in these proceedings made and reported by John C. Kump, Attorney named in mortgage,Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 8th., 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 8th., day of June next.

The report states that the amount of sales to be $1150.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., June 9, 1942.

We hereby certify, that the annexed Order Nisi - Sale- No. 8336 Equity - Stout- 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 June, 1942. The first insertion being made the 7th day of May, 1942.

The Capital-Gazette Press, Inc.
By D. Baldersten.

ORDERED BY THE COURT, This 16th day of June, 1942 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.

Filed June 16th., 1942.

Auditor's Report and Account --- Filed June 25th., 1942.

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. Caroline Street Permanent Building Ass'n No. 1, of Baltimore City, a body corporate, vs.
William H. Stout and Wife in ac. with John C. Kump, Attorney named in Mortgage.

To Attorney for Commissions	$	$ 64.18
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	12.60	
Auditor	9.00	31.60
To Attorney for Expenses, viz:		
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	

To The Sun - advertising sale	$ 6.25	
Chas. O. Knight - advertising sign	3.00	
Eagle Indemnity Co. - bond premium	10.00	
S. W. Pattison Co. - auctioneer's fee	10.00	
Notary fees	.75	
One-half Federal revenue stamps	.83	
One-half State revenue stamps	.55	$ 71.38
To Attorney for Taxes, viz:		
1942 State and County taxes - adjusted		18.87
To Caroline Street Permanent Building Association No. 1 of Baltimore City, a body corporate, mortgagee - in full for mortgage claim filed		901.66
To Anna B. Stout, surviving mortgagor - this balance		66.81
		$1,154.50

Cr. May 5 1942	Proceeds of Sale	$1,150.00
	Interest on deferred payment	4.50
		$1,154.50

ORDER NISI.

ORDERED, This 25th day of June, 1942, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 27th., day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th., day of July next.

John H. Hopkins, 3rd. Clerk.

Certificate of Publication

Annapolis, Md., August 1, 1942.

We hereby certify, that the annexed Order Nisi - Aud. Acct. - Equity 8336 - William H. Stout was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of July, 1942. The first insertion being made the 2 day of July, 1942.

The Capital-Gazette Press, Inc.

By Lillie L. French.

In the Circuit Court for Anne Arundel County.

ORDERED BY THE COURT, this 3rd day of August, 1942, 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.

Filed August 3rd., 1942

In the Matter of the Sale of the Mortgaged : No. 8337 Equity.
Real Estate of Roscoe E. Yingling and : In the Circuit Court for
Edith P. Yingling, his wife. : Anne Arundel County.

ORDER TO DOCKET SUIT --- Filed April 8" 1942.

Mr. Clerk:

Please docket the above entitled case and file the original Mortgage herewith for foreclosure.

H. Melvin Bull, Attorney
named in the Mortgage.

MORTGAGE

THIS MORTGAGE, Made this 20th day of November, in the year one thousand, nine hundred and thirty-seven, between Roscoe E. Yingling and Edith P. Yingling, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of Twenty-five hundred Dollars, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner following:

By the payment of Twenty-seven and 76/100 Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum, or in any other way Mortgagee may elect.

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 the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEGINNING for the same at a stone set on the south west side of the Baltimore & Annapolis Boulevard, which point of beginning is the north west corner of the property formerly owned by the Southern Land and Silk Association of Baltimore City, thence leaving the lines of the Southern Land and Silk Association aforesaid, and running with and binding on said side of said Boulevard, north 34 degrees west 310 feet to a T iron set at the north east corner of the property owned by the Eastport Building & Loan Association, thence leaving said Boulevard and running with the property of the Eastport Building & Loan Association South 66 degrees west 110 feet to a pipe, thence with the lines of the Eastport Building & Loan Association, William Meredith and the property formerly owned by John Hayes and wife north 34 degrees west 200 feet to a T

iron the south west corner of the John Hayes property, thence with the line of John Hayes property north 66 degrees east 110 feet to a T iron set on the south west side of the said Boulevard, thence running with and binding on said side of said Boulevard north 34 degrees west 250 feet to a point on the south east side of the County Road to Round Bay, thence running with and binding on said road south 66 degrees west 270 feet to a point south 34 degrees east 60 feet from a T iron set west of said road, thence leaving said road south 34 degrees east 760 feet to a pipe the south west corner boundary of the property formerly owned by the Southern Land and Silk Association of Baltimore City, then further with said property north 66 degrees east 270 feet to the place of beginning.

Particularly including lots Nos. 74, 75, 76, 77 and 78 as shown on a Plat of Round Bay City, filed with a deed from Joseph S. Richter, et al, to the Southern Land and Silk Association of Baltimore City, dated July 2nd, 1888, and recorded in Docket S.H. No. 33 folio 115.

BEING the same property which by deed of even date herewith and intended to be recorded immediately prior hereto was granted and conveyed by Casper Diller and wife to the above named mortgagors.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD THE SAID LOT of ground and premises unto the said Mortgagee, its successors and assigns.

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for

the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor covenant with the said Mortgagee to pay six per cent (6%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the United Federal Savings and Loan Association of Glen Burnie.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for H. Melvin Bull, 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 $25.00 and a commission to the party making sale of said property equal to the

commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS: Roscoe E. Yingling (Seal)

Rodell Nash Edith P. Yingling (Seal)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 20th day of November, 1937, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared Roscoe E. Yingling and Edith P. Yingling, his wife, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared _____, President of the within named corporation, 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.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Rodell Nash

Notary Public.

Filed April 8" 1942

Mortgagee's Claim -- Filed April 8th., 1942.

Balance 1/31/42	$2218.18
Interest 2/1/42	11.09
Taxes paid 2/17/42	27.57
Interest 3/1/42	11.28
Present Balance	$ 2268.12
Interest 4/1/42	11.34
	$ 2279.41

Filed April 8th., 1942.

Certificate of Military Status --- Filed April 11th., 1942.

STATE OF MARYLAND CITY OF BALTIMORE SS:

I HEREBY CERTIFY that on this 10th day of April, 1942, personally appeared before me the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, H. Melvin Bull, Attorney for the United Federal Savings and Loan Association of Glen Burnie and made oath in due form of law that Roscoe E. Yingling and Edith P. Yingling, his wife, the Mortgagors, on the Mortgage filed in these proceedings are elderly persons, that the said Roscoe E. Yingling is a Blacksmith by trade and the last information that I have regarding him was that he went to Pennsylvania to take a job as horseshoer on a atock farm and that he is not in the military service of the United States of America.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my Notarial Seal, this 10th day of April, 1942.

(NOTARIAL SEAL)

Doris E. Monnett

Notary Public.

In the Matter of the Sale of the Mortgaged Real Estate of Roscoe E. Yingling and Edith P. Yingling, his wife.

No. 8337 Equity.

In the Circuit Court for Anne Arundel County.

Bond -- Filed & Approved this 11" day of April, 1942. John H. Hopkins, 3rd., Clerk.

KNOW ALL MEN BY THESE PRESENTS:

That we, H. Melvin Bull, of Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand and 00/100 ($3,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 10th day of April in the year nineteen hundred and forty-two.

WHEREAS, the above bounden H. Melvin Bull by virtue of the power contained in a Mortgage from Roscoe E. Yingling and Edith P. Yingling, his wife, to the United Federal Savings and Loan Association of Glen Burnie, bearing date the 20th day of November nineteen hundred and thirty-seven and recorded among the Land Records of Anne Arundel County, in Liber FAM No. 173, Folio 221, and the said H. Melvin Bull 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 H. Melvin Bull do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of Wm. A. Nayden

Attest: Charles W. Leach Assistant Secretary

(CORPORATE SEAL)

H. Melvin Bull (Seal)

New Amsterdam Casualty Company

By E. F. Dobson Vice-President

Filed April 11th., 1942.

REPORT OF SALE --- Filed April 16" 1942

To the Honorable Judge of said Court:

The Report of Sale of H. Melvin Bull, Attorney named in the mortgage filed in these proceedings respectfully shows:

That after giving Bond for the faithful discharge of his trust, said Bond having been duly approved by the Clerk of this Court and after having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said Attorney named in the mortgage did, pursuant to said notice on April 14th, 1942, at 3:30 P. M. o'clock, attend on the premises and then and there sold the property described in said mortgage unto Rose L. Bachman at and for the sum of Twenty-six hundred ($2600.00) Dollars the best price obtainable.

Respectfully submitted,

H. Melvin Bull, Attorney named in the Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 15th day of April, in the year one thousand nine hundred and forty-two, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared H. Melvin Bull, who made oath in due form of law that the matters and facts in the aforegoing Report of Sale are true and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Doris E. Monnett

Notary Public.

ORDER NISI.

Ordered, this 6th., day of April, 1942, That the sale of the property mentioned in these proceedings made and reported by H. Melvin Bull, Attorney named in Mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 18th., day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th., day of May next.

The report states that the amount of sales to be $2600.00

John H.Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., May 26, 1942.

We hereby certify, that the annexed - Order Nisi - Sale - Roscoe E. Yingling & Wife - No. 8337 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 eighteenth day of May, 1942. The first insertion being made the thirtieth day of April, 1942.

The Capital-Gazette Press, Inc.
By Betty Pons

ORDERED BY THE COURT, This 28th day of May, 19__ that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Filed May 28th., 1942

Auditor's Report and Account -- Filed June 18" 1942.

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 Roscoe E. Yingling and wife in ac. with H. Melvin Bull, Attorney.

To Attorney for fee	$ 50.00	$
To Attorney for commissions	110.43	160.43
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	11.45	
Auditor	9.00	30.45
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	35.25	
Capital-Gazette Press - handbills	5.75	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
George W. Scible - auctioneer	16.00	
Morgan & Ward, Agents - bond premium	12.00	
Doris E. Monnett - notary fees	1.00	
One-half Federal revenue stamps	1.65	
One-half State revenue stamps	1.30	82.95
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - in full for mortgage claim filed		2,279.41

To Howard M. Hays, Judgment creditor -
this balance on account judgment claim
filed (#119 Trials, July Term, 1938) 78.11

$2,631.35

Cr. April 14, 1942	Proceeds of Sale	$2,600.00
	Interest on deferred payment	17.25
		2,617.25
	Refund 1942 taxes, adjusted	14.10
		$2,631.35

ORDER NISI.

ORDERED, This 18th., day of June, 1942, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 20th day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th., day of July next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., July 25, 1942.

We hereby certify, that the annexed Order Nisi - Aud. Acct. - Equity 8337 - Roscoe E. Yingling - was published in Maryland Gazette a newspaper published in the City of Annapolis Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of July, 1942. The first insertion being made the 25th day of June, 1942.

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

In the Circuit Court for Anne Arundel County.

ORDERED BY THE COURT, this 28th day of July, 1942, 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.

Filed July 28th., 1942.

In the Matter of the Sale of the Mortgaged:	No. 8338 Equity.
Real Estate of William Martin Brady, :	
Unmarried, and A. Theodore Brady, Widower.:	In the Circuit Court
(Present Owners) :	
Anna S. Brady Wilson, Widow :	for
Anne Revell Chadeayne) :	
Marilee Chadeayne) :	Anne Arundel County.
Deborah Chadeayne) Infants :	
Gabrielle Chadeayne) :	
Mr. Clerk: :	

Please docket the above entitled case, file the within mortgage, record the assignment thereon and enter my appearance.

William J. McWilliams, Assignee.

Filed April 13" 1942.

MORTGAGE.

THIS MORTGAGE, Made this first day of November, in the year nineteen hundred and twenty-nine, by and between William Martin Brady, unmarried, and A. Theodore Brady, Widower, of Anne Arundel County, State of Maryland; of the first part, hereinafter called "MORTGAGORS"; and the Annapolis Banking & Trust Company, a corporation of the State of Maryland, of the second part, hereinafter called "MORTGAGEE."

WHEREAS, the said MORTGAGORS have this day received by way of loan from the said MORTGAGEE the sum of Sixty Thousand Dollars ($60,000.00), being the balance due for the purchase price of the property hereinafter described, as evidence of which indebtedness the said MORTGAGORS have passed to the said MORTGAGEE their promissory note for said sum of even date herewith, payable six months after date with interest thereon at the rate of six per centum per annum, it being hereby expressly understood and agreed, and one of the covenants of this mortgage, that the said MORTGAGORS will repay the principal of said note in semi-annual installments of not less than Twenty-five Hundred Dollars ($2,500.00) each; and

WHEREAS, it was a condition precedent to the granting of said loan that this mortgage should be executed for the purpose of securing the payment of the said note, together with any and all renewals thereof or substitutes therefor, at the times limited for the same.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and of the sum of Five Dollars ($5.00), the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, in fee simple, all those several lots or parcels of ground situate in the City of Annapolis, Maryland, and described as follows:

FIRST: All that lot or parcel of ground situate on East Street, which was conveyed to Mary Mullan by Nicholas Brewer, Trustee, by deed dated April 4, 1835, and recorded among the Land Records of Anne Arundel County in Liber W.S.G. No. 19, folio 532;

SECOND: All that lot or parcel of ground situate on East Street, which was conveyed to Mary Mullan by John H. Watson and wife, by deed dated September 7, 1854, and recorded among the Land Records aforesaid in Liber N.H.G. No. 11 folios 58 and 64;

THIRD: All that lot or parcel of ground situate on King George Street, which was conveyed to Mary Mullan by Solomon Phillips and wife, by deed dated October 1, 1866, and recorded in

Liber G. E. G. No. 2 folio 221.

FOURTH: All that lot or parcel of ground situate on East Street, conveyed to Mary Mullan by Solomon Phillips and wife, by deed dated October 1, 1866, and recorded in Liber G. W. G. No. 2 folio 222;

FIFTH: All that lot or parcel of ground situate on King George Street, conveyed to Mary A. Mullan by Alexander B. Hagner, Trustee, by deed dated April 27, 1868, and recorded in Liber S. H. No. 2 folio 306;

All of said five lots having been conveyed to Annie Catherine Mullan and Virginia Isabella Mullan by the heirs at law of the said Mary Mullan, by the following deeds:

1. Deed from John Mullan and wife, et al, dated November 21, 1888, and recorded in Liber S.H. No. 35 folio 490.

2. Deed from Dennis W. Mullan and wife, dated January 1, 1889, and recorded in Liber S. H. No. 35 folio 492.

3. Deed from Mary E. Campbell dated September 13, 1889, and recorded in Liber S.H. No. 35 folio 493.

4. Deed from Birdenia Mullan, dated January 11, 1890, and recorded in Liber S.H. No. 36 folio 430.

5. Deed from Addie Virginia Mullan, dated January 22, 1890, and recorded in Liber S.H. No. 36 folio 431; and

6. Deed from Annie Catherine Mullan to Virginia I. Mullan, dated July 14, 1891, and recorded in Liber W.N.W. No. 67 folio 279.

SIXTH: All that lot or parcel of ground situate on King George Street, conveyed to Annie Catherine Mullan and Virginia I. Mullan by Rebecca J. Robinson and others, by deed dated January 19, 1891, and recorded in Liber S. H. No. 38 folio 372.

SEVENTH: All that lot or parcel of ground situate on East Street, conveyed to Annie Catherine Mullan and Virginia I. Mullan by Charles Robinson and others, by deed dated April 9, 1891, and recorded in Liber S. H. No. 38 folio 538.

EIGHTH: All that lot or parcel of ground situate on King George Street, conveyed to Annie Catherine Mullan and Virginia I. Mullan by John O. Miller and wife, by deed dated December 1, 1892, and recorded in Liber S. H. No. 42 folio 616.

NINTH: All that lot or parcel of ground situate on Martin Street, conveyed to Annie Catherine Mullan and Virginia I. Mullan by Daniel R. Randall, Trustee, by deed dated October 15, 1896, and recorded in Liber G.W. No. 3 folio 454.

TENTH: All that lot or parcel of ground situate on Martin Street, conveyed to Annie Catherine Mullan and Virginia I. Mullan by Daniel R. Randall, Trustee, and others, by deed dated April 3, 1903, and recorded in Liber G. W. No. 30 folio 191.

(The said lots or parcels of ground being all of Lot No. 102, as laid out on the plat of the City of Annapolis by Stoddart, on July 25, 1718, excepting the lot on the corner of East and King George Streets now owned by the Estate of Winson G. Gott.)

ELEVENTH: All that lot or parcel of ground situate on Carroll Street, conveyed to Annie Catherine Mullan and Virginia I. Mullan by James Revell, Trustee, and others, by deed dated July 16, 1890, and recorded in Liber S. H. No. 37 folio 316.

TWELFTH: All that lot or parcel of ground situate on East Street, conveyed to Annie

Catherine Mullan and Virginia I. Mullan by Samuel R. Frazier and wife, by deed dated September 22, 1902, and recorded in Liber G. W. No. 28 folio 23.

THIRTEENTH: All the interest of the said Annie Catherine Mullan in the aforementioned lots or parcels of ground having been devised to Virginia I. Mullan by the Last Will and Testament of the said Annie Catherine Mullan, duly admitted to probate by the Orphans Court of Anne Arundel County on March 27, 1923, and recorded among the Testamentary Records of said County in Liber O. B. D. No. 3 folio 212.

FOURTEENTH: All the interest of Virginia I. Mullan in the aforementioned lots or parcels of ground having been devised to Charles E. Mullan, Eugene H. Mullan and Gladys Mullan Griffith by the Last Will and Testament of the said Virginia I. Mullan, duly admitted to probate by the Orphans Court of Anne Arundel County on February 24, 1927, and recorded among the Testamentary Records of said County in Liber O. B. D. No. 4 folio 163.

FIFTEENTH: BEING all those lots or parcels of ground conveyed by the said Charles E. Mullan, Eugene H. Mullan and Eleanor Virginia Mullan, his wife, and Gladys Mullan Griffith and W. Allen Griffith, her husband, to A. Theodore Brady, Trustee of the Estate of Virginia I. Mullan, by deed of trust dated March 14, 1928, and recorded in Liber F. S. R. No. 27 folio 154.

SIXTEENTH: All that lot or parcel of ground situate on East and Randall Streets, conveyed to A. Theodore Brady, Trustee of the Estate of Virginia I. Mullan, by Nicholas H. Green, Trustee, by deed dated May 14, 1928, and recorded in Liber F. S. R. No. 27 folio 322.

BEING all those lots or parcels of ground conveyed to Charles E. Mullan, Eugene H. Mullan and Gladys Mullan Griffith by A. Theodore Brady, Trustee, by deed dated October 1, 1929, and intended to be recorded prior to these presents; AND BEING, ALSO, the identical property which was conveyed unto the said William Martin Brady and A. Theodore Brady by the said Charles E. Mullan, et al, by deed dated October 1, 1929, and left for record among the Land Records aforesaid simultaneously with these presents.

All of the above described lots or parcels of ground being improved by dwellings and garages, which said dwellings are designated as street Nos. 149, 151, 153, 155, 157, 159, 163, 165, 167, 169, and 171 King George Street; No.s 2, 4, 5 and 8 Martin Street; No.s 16, 18, 20 and 22 Carroll Street; No.s 9, 11, 18, 20, 22, 24, 26 and 28 East Street, and the lot improved by five garages in the rear of Martin Street, and No.s 13 East Street and 14 Randall Street, Annapolis, Maryland

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said MORTGAGEE, its successors and assigns forever.

PROVIDED, THAT if the said MORTGAGORS their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Sixty Thousand ($60,000.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said MORTGAGORS shall possess the aforesaid property upon paying in the meantime, all taxes and assessments public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby

mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said MORTGAGORS for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said MORTGAGEE, its successors 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, its successors 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 Two hundred dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves 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 the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves and their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors 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 MORTGAGORS for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Sixty Thousand ($60,000.00) Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, 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: Wm. Martin Brady (Seal)

Elinore G. Girault A. T. Brady (Seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this first day of November, in the year nineteen hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William Martin Brady, unmarried, and A. Theodore Brady, Widower, the Mortgagors named in the aforegoing Mortgage and duly acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Ridgely P. Melvin, Agent and Attorney in Fact of the within named Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also that he is the Agent of the said Mortgagee and duly authorized to make this affidavit.

WITNESS MY HAND AND SEAL NOTARIAL.

(NOTARIAL SEAL) Elinore G. Girault

Notary Public.

For value received The Annapolis Banking and Trust Company hereby assigns the foregoing mortgage and debt thereby secured to The Annapolis Mortgage Company this 11th day of May,1933.

Attest: The Annapolis Banking & Trust Company

(CORPORATE SEAL)

John B. Holliday, Jr.
Secretary. J. A. Walton, President

Received for Record 12 May, 1933, at 10 o'clock A.M., and same day recorded in Liber F. S. R. No. 61, Fol. 392 Land Records of Anne Arundel County.

Frank S. Revell, Clerk.

For value received,The Annapolis Mortgage Company hereby assigns the foregoing mortgage and debt thereby secured to the Reconstruction Finance Corporation this 11th day of May, 1933.

Attest: The Annapolis Mortgage Company

John B. Holliday, Jr.
Secretary. J. A. Walton, President

Received for Record 12 May, 1933, at 10 o'clock A.M., and same day recorded in Liber F.S.R. No. 61, Fol. 392 Land Records of Anne Arundel County.

Frank S. Revell, Clerk.

For value received the Reconstruction Finance Corporation, by its duly authorized Agent, H. G. Gilmer, hereby assigns the mortgage of A. Theodore Brady and William Martin Brady, dated November 1, 1929 in the principal sum of Sixty Thousand Dollars ($60,000.00), and debt thereby secured to the Annapolis Mortgage Company, this 23rd day of July 1935.

Witness Reconstruction Finance Corporation

Geo. E. Booker,111. By H. G. Gilmer, Its Attorney in Fact.

Received for Record 8 day of Aug. 1935, at 9 o'clock A.M., and same day recorded in Liber F.S.R. No. 61, Fol. 392, Land Records of Anne Arundel County.

Frank A. Munroe, Clerk.

For value received the Annapolis Mortgage Company hereby assigns the foregoing mortgage and debt thereby secured to the Annapolis Banking and Trust Company this 20th day of September 1941.

Attest: (CORPORATE SEAL) The Annapolis Mortgage Company

J. P. Sterling, Secretary Andrew A. Kramer, President.

Received for Record 23 day of Sept. 1941, at 1:30 o'clock P.M., and the same day recorded in Liber F.S.R. No. 61, Fol. 392, Land Reçords of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

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 16th day of March 1942.

Attest: (CORPORATE SEAL) The Annapolis Banking and Trust Company

J. P. Sterling, Secretary. By Andrew A. Kramer, President

Received for Record 13 day of April, 1942, at 11:50 o'clock P.M., and the same day recorded in Liber F.S.R. No. 61, Fol. 390, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Filed April 13" 1942.

STATEMENT OF MORTGAGE CLAIM. --- Filed April 30th., 1942.

Statement of the mortgage claim of The Annapolis Banking and Trust Company, under the mortgage to it from William Martin Brady, Unmarried and A. Theodore Brady, Widower, dated November 1, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. #61, folio 386.

Balance due on principal amount of mortgage	$12,500.00
Interest from January 29, 1942 to May 5, 1942	200.00
	$12,700.00

The Annapolis Banking and Trust Company

By John B. Holliday, Jr., Vice-President.

STATE OF MARYLAND: COUNTY OF ANNE ARUNDEL: SS:

I HEREBY CERTIFY, that on this 30th day of April, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOHN B. HOLLIDAY, Jr., Vice-President 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 therefor other than the deed of mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Samuel S. Stokes

Notary Public.

Filed April 30th., 1942.

Bond --Filed & Approved this 30th., day of April, 1942. --John H. Hopkins, 3rd.,Clerk.

The Fidelity and Casualty Company of New York No. 1751831

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 Twenty-three Thousand ---- 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, Admininistrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 29th day of April, in the year of our Lord nineteen hundred and forty-two

Whereas, the above bounden William J. McWilliams by virtue of the power contained in a mortgage form William Martin Brady, unmarried, and A. Theodore Brady, Widower to The Annapolis Banking & Trust Co. bearing date the 1st day of November, 1929 and recorded among the mortgage records of Anne Arundel County in Liber F. S. R. No. 61 Folio 386 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 WILLIAM J. McWILLIAMS (SEAL)

in the presence of (CORPORATE SEAL) THE FIDELITY AND CASUALTY COMPANY OF NEW YORK.

Mary F. Lathrop By Annie Laurie Wiegard, Attorney.

Attest: Margaret Ann Wiegard.

Filed April 30th., 1942.

AFFIDAVIT RE: MILITARY STATUS --- Filed May 4" 1942.

STATE OF MARYLAND: COUNTY OF ANNE ARUNDEL: SS:

I HEREBY CERTIFY, that on this 4" day of May, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM J. McWILLIAMS, Assignee in the above entitled case, and made oath in due form of law that to the best of his knowledge and belief, that Anna S. Brady Wilson, Widow, and Anne Revell Chadeayne, Marilee Chadeayne, Deborah Chadeayne and Gabrielle Chadeayne, Infants, are not in the military service of the United States as defined by the Soldiers' and Sailors' Civil Relief Act.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Mary F. Lathrop

Notary Public.

In the Matter of the Sale of the Mortgaged Real Estate of William Martin Brady, Unmarried, and A. Theodore Brady, Widower, Present Owners, Anna S. Brady Wilson, Widow	No. 8338 Equity
Anne Revelle Chadeayne) Marilee Chadeayne) Deborah Chadeayne) Gabrielle Chadeayne) Infants	In the Circuit Court for Anne Arundel County.

REPORT OF SALE. --- Filed May 6th., 1942.

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 William Martin Brady, Unmarried, and A. Theodore Brady, Widower, dated November 1, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. #61, folio 386, the said William J. McWilliams, as the Assignee of said mortgage, by short assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper printed and published in Anne Arundel County, and also by handbills distributed throughout the vicinity of the property and elsewhere, did Tuesday, May 5, 1942, 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 William J. McWilliams, Assignee, as aforesaid, then and there sold the property to JAMES A. BRADY for the following sums:

163 King George Street	$4100.00	165 King George Street	$4000.00
167 King George Street	4000.00	169 King George Street	4000.00
171 King George Street	4000.00		

he being at said figures the highest bidder therefor, the said property being the following:

All those five (5) lots or parcels of ground situate in the Sixth Election District of Anne Arundel County, known as Numbers 163, 165, 167, 169 and 171 King George Street, and more particularly described as follows:

Beginning for 163 King George Street on the southwest side of King George Street, distant south 50 degrees, 52 minutes, 10 seconds east, 115.61 feet from the corner formed by the intersection of the said side of King George street with the southeast side of Martin street, said point of beginning being also at the end of the north 38 degrees 22 minutes, 10 seconds east 82.40-foot line of the description contained in a deed dated July 16, 1937, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F. A. M. No. 168, folio 82, whereby the property was conveyed by Elizabeth M. Brady, single, et al, to Jacob Brooks, thence running from said beginning point with the line of said conveyance, reversed to and along the southeasterly face of the frame dwelling erected on the lot hereby described and continuing on south 38 degrees 22 minutes 10 seconds west, 82.40 feet; thence still continuing with the lines of said conveyance reversed, the three following courses and distances: north 52 degrees 10 seconds west 14.67 feet; south 41 degrees 14 minutes 40 seconds west 1.98 feet, and north 55 degrees 41 minutes 30 seconds west 10.52

feet to the end of the south 86 degrees 33 minutes 50 seconds east 8.67 foot line of said conveyance, thence running with part of said last line reversed north 86 degrees 33 minutes 50 seconds west 1.60 feet to a point in the divisional line between the property hereby described and the property immediately adjoining thereto on the northwest and known as No. 165 King George street, thence running with said last mentioned divisional line north 38 degrees 21 minutes 50 seconds east 86.67 feet to a point on the said side of King George street; thence running with the said side of King George street, south 50 degrees 52 minutes 10 seconds east, 26.58 feet to the point of beginning.

Beginning for 165 King George street at a point on the southwest side of King George street said point being distant south 50 degrees 52 minutes 10 seconds east, 89.03 feet from the corner formed by the intersection of the said side of King George street with the southeast side of Martin street, said point being in the divisional line between the property hereby described and the property immediately adjoining thereto on the southeast and known as No. 163 King George street, thence running with said divisional line south 38 degrees 21 minutes 50 seconds west 86.67 feet to a point in the south 86 degrees 33 minutes 50 seconds east 8.67 feet and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F. A. M. No. 168, folio 82, whereby the property was conveyed by Elizabeth M. Brady, single, et al, to Jacob Brooks; thence running with part of said line reversed, north 86 degrees 33 minutes 50 seconds west 7.07 feet to the beginning of said line, said last mentioned point being also at the end and on the northeast side of a 9.25 foot wide alley leading from Martin street to be used in common with the owners of the adjoining properties thereto for the purpose of ingress and egress, thence running with the said side of said alley north 50 degrees 12 minutes 40 seconds west, 18.04 feet to a point in the divisional line between the property hereby conveyed and the property immediately adjoining thereto on the northwest and known as No. 167 King George street; thence running with said last mentioned divisional line to and through the center of a six-inch frame partition wall and continuing on north 39 degrees 24 minutes 00 seconds east 90.58 feet to the said side of King George street; thence running with the said side of King George street, south 50 degrees 52 minutes 10 seconds east 22.20 feet to the point of beginning.

Beginning for 167 King George street at a point on the southwest side of King George street, said point being distant south 50 degrees 52 minutes 10 seconds east 66.83 feet from the corner formed by the intersection of the said side of King George street with the southeast side of Martin street, said point of beginning being also in the divisional line btween the property hereby described and the property immediately adjoining thereto on the southeast, and known as No. 165 King George street; thence running with said divisional line to and through the center of a six-inch frame partition wall and continuing on south 39 degrees 24 minutes 00 seconds west 90.58 feet to the northeast side of a 9.25 foot wide alley to be used in common with the owners of the adjoining properties thereto for the purposes of ingress and egress; thence running with the said side of said alley, north 50 degrees 12 minutes 40 seconds west, 19.29 feet to a point in the divisional line between the property hereby described and the property immediately adjoining thereto on the northwest and known as No. 169 King George street; thence running with said last mentioned divisional line to and through the alley way between the dwellings erected on lots known as Nos. 167 and 169 King George street to be used in common for the purposes of ingress and egress between adjoining property owners, the entrance to said alley to

remain open and unobstructed at all times and continuing on north 39 degrees 33 minutes 00 seconds east 90.36 feet to the said side of King George street; thence running with the said side of King George street, south 50 degrees 52 minutes 10 seconds east 19.05 feet to the point of beginning.

Beginning for 169 King George street at a point on the southwest side of King George street, said point being distant south 50 degrees 52 minutes 10 seconds east 47.78 feet from the corner formed by the intersection of said side of King George street with the southeast side of Martin street, said point being in the divisional line between the property hereby described and the property immediately adjoining thereto on the southeast and known as No. 167 King George street, and running thence with said last mentioned divisional line to and through the alley way between the dwellings erected on lots known as No. 167 and 169 King George street, to be used in common for the purposes of ingress and egress between adjoining property owners, the entrance of said alley to remain open and unobstructed at all times, and continuing on south 39 degrees 33 minutes 00 seconds east 90.36 feet to the northeast side of a 9.25 foot alley to be used in common with the owners of the adjoining properties for the purposes of ingress and egress, thence running with the said side of alley, north 50 degres 12 minutes 40 seconds west 22.62 feet to a point in the divisional line between the property hereby conveyed and the property immediately adjoining thereto on the northwest and known as No. 171 King George street; thence running with said last mentioned divisional line to and through the center of a six-inch frame partition wall and continuing on north 39 degrees 33 minutes 00 seconds east 90.10 feet to the said side of King George street, thence running with the said side of King George street south 50 degrees 52 minutes 10 seconds east 22.62 feet to the point of beginning.

Beginning for 171 King George street at the corner formed by the intersection of the southwest side of King George street with the southeast side of Martin street and running thence with the said side of King George street, south 50 degrees 52 minutes 10 seconds east 25.16 feet to a point in the divisional line between the property hereby described and the property immediately adjoining thereto on the southeast and known as No. 169 King George street; thence running with said divisional line to and through the center of a six-inch frame partition wall and continuing on south 39 degrees 33 minutes 00 seconds west 90.10 feet to the northeast side of a 9.25 foot wide alley to be used in common with the owners of the adjoining properties for the purpose of ingress and egress, thence running with the said side of said alley north 50 degrees 12 minutes 40 seconds west 25.04 feet to a point on the said side of Martin street, thence running with the said side of Martin street north 39 degrees 27 minutes 56 seconds east 89.80 feet to the point of beginning.

All of the bearings in the above descriptions are referred to the true meridian through the origin of a system of rectangular coordinates located at 38 degrees 55 minutes north latitude and 76 degrees 35 minutes west longitude. All of the above descriptions are according to a survey and plat made by Clarence F. Shelley & Company, surveyors and Civil Engineers, Annapolis, Maryland, in April, 1942.

2. And the said Assignee further reports that he has received from the purchaser the deposit of $300.00 on each of said properties 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 $300.00 on each property 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 6th day of May, 1942, 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 improved REAL ESTATE consisting of Five Houses on the Southwest side of King George Street, known as 163, 165, 167, 169 and 171 King George Street, Annapolis, Maryland.

By virtue of the power and authority contained in a mortgage from William Martin Brady, unmarried, and A. Theodore Brady, widower, dated November 1, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 61, folio 386, and duly assigned to William McWilliams, attorney, for the purpose of foreclosure (default having occurred thereunder), the undersigned assignee will sell at public auction at the Court House door, Anne Arundel County, Maryland, on Tuesday, May 5, 1942 at 11:00 A.M.

ALL those five (5) lots or parcels of ground, together with the improvements thereon, situate on the southwest side of King George street, and more particularly described as follows:

Beginning for 163 King George street on the southwest side of King George street, distant south 50 degrees, 52 minutes, 10 seconds east, 115.61 feet from the corner formed by the intersection of the said side of King George street with the southeast side of Martin street, said point of beginning being also at the end of the north 38 degrees 22 minutes, 10 seconds east 82.40-foot line of the description contained in a deed dated July 16, 1937, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F. A. M. No. 168, folio 82, whereby the property was conveyed by Elizabeth M. Brady, single, et al, to Jacob Brooks, thence running from said beginning point with the line of said conveyance, reversed to and along the southeasterly face of the frame dwelling erected on the lot hereby described and continuing on south 38 degrees 22 minutes 10 seconds west, 82.40 feet; thence still continuing with the lines of said conveyance reversed, the three following courses and distances: north 52 degrees 16 minutes 10 seconds west 14.67 feet; south 41 degrees 14 minutes 40 seconds west 1.98 feet, and north 55 degrees 41 minutes 30 seconds west 10.52 feet to the end of the south 86 degrees 33 minutes 50 seconds east 8.67 foot line of said conveyance, thence running with part of said last line reversed north 86 degrees 33 minutes 50 seconds west 1.60 feet to a point

in the divisional line between the property hereby described and the property immediately adjoining thereto on the northwest and known as No. 165 King George street, thence running with said last mentioned divisional line north 38 degrees 21 minutes 50 seconds east 86.67 feet to a point on the said side of King George street; thence running with the said side of King George street, south 50 degrees 52 minutes 10 seconds east, 26.58 feet to the point of beginning.

Beginning for 165 King George street at a point on the southwest side of King George street, said point being distant south 50 degrees 52 minutes 10 seconds east, 89.03 feet from the corner formed by the intersection of the said side of King George street with the southeast side of Martin street, said point being in the divisional line between the property hereby described and the property immediately adjoining thereto on the southeast and known as No. 163 King George street, thence running with said divisional line south 38 degrees 21 minutes 50 seconds west 86.67 feet to a point in the south 86 degrees 33 minutes 50 seconds east 8.67 feet and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F. A. M. No. 168, folio 82, whereby the property was conveyed by Elizabeth M. Brady, single, et al, to Jacob Brooks; thence running with part of said line reversed, north 86 degrees 33 minutes 50 seconds west 7.07 feet to the beginning of said line, said last mentioned point being also at the end and on the northeast side of a 9.25 foot wide alley leading from Martin street to be used in common with the owners of the adjoining properties thereto for the purpose of ingress and egress, thence running with the said side of said alley north 50 degrees 12 minutes 40 seconds west, 18.04 feet to a point in the divisional line between the property hereby conveyed and the property immediately adjoining thereto on the northwest and known as No. 167 King George street; thence running with said last mentioned divisional line to and through the center of a six-inch frame partition wall and continuing on north 39 degrees 24 minutes 00 seconds east 90.58 feet to the said side of King George street; thence running with the said side of King George street, south 50 degrees 52 minutes 10 seconds east 22.20 feet to the point of beginning.

Beginning for 167 King George street at a point on the southwest side of King George street, said point being distant south 50 degrees 52 minutes 10 seconds east 66.83 feet from the corner formed by the intersection of the said side of King George street with the southeast side of Martin street, said point of beginning being also in the divisional line between the property hereby described and the property immediately adjoining thereto on the southeast, and known as No. 165 King George street; thence running with said divisional line to and through the center of a six-inch frame partition wall and continuing on south 39 degrees 24 minutes 00 seconds west 90.58 feet to the northeast side of a 9.25 foot wide alley to be used in common with the owners of the adjoining properties thereto for the purposes of ingress and egress; thence running with the said side of said alley, north 50 degrees 12 minutes 40 seconds west, 19.29 feet to a point in the divisional line between the property hereby described and the property immediately adjoining thereto on the northwest and known as No. 169 King George street; thence running with said last mentioned divisional line to and through the alley way between the dwellings erected on lots known as Nos. 167 and 169 King George street to be used in common for the purposes of ingress and egress between adjoining property owners, the entrance to said alley to remain open and unobstructed at all times and

continuing on north 39 degrees 33 minutes 00 seconds east 90.36 feet to the said side of King George street; thence running with the said side of King George street, south 50 degrees 52 minutes 10 seconds east 19.05 feet to the point of beginning.

Beginning for 169 King George street at a point on the southwest side of King George street, said point being distant south 50 degrees 52 minutes 10 seconds east 47.78 feet from the corner formed by the intersection of said side of King George street with the southeast side of Martin street, said point being in the divisional line between the property hereby described and the property immediately adjoining thereto on the southeast and known as No. 167 King George street, and running thence with said last mentioned divisional line to and through the alley way between the dwellings erected on lots known as No. 167 and 169 King George street, to be used in common for the purposes of ingress and egress between adjoining property owners, the entrance of said alley to remain open and unobstructed at all times, and continuing on south 39 degrees 33 minutes 00 seconds east 90.36 feet to the northeast side of a 9.25 foot alley to be used in common with the owners of the adjoining properties for the purposes of ingress and egress, thence running with the said side of alley, north 50 degres 12 minutes 40 seconds west 22.62 feet to a point in the divisional line between the property hereby conveyed and the property immediately adjoining thereto on the northwest and known as No. 171 King George street; thence running with said last mentioned divisional line to and through the center of a six-inch frame partition wall and continuing on north 39 degrees 33 minutes 00 seconds east 90.10 feet to the said side of King George street, thence running with the said side of King George street south 50 degrees 52 minutes 10 seconds east 22.62 feet to the point of beginning.

Beginning for 171 King George street at the corner formed by the intersection of the southwest side of King George street with the southeast side of Martin street and running thence with the said side of King George street, south 50 degrees 52 minutes 10 seconds east 25.16 feet to a point in the divisional line between the property hereby described and the property immediately adjoining thereto on the southeast and known as No. 169 King George street; thence running with said divisional line to and through the center of a six-inch frame partition wall and continuing on south 39 degrees 33 minutes 00 seconds west 90.10 feet to the northeast side of a 9.25 foot wide alley to be used in common with the owners of the adjoining properties for the purpose of ingress and egress, thence running with the said side of said alley north 50 degrees 12 minutes 40 seconds west 25.04 feet to a point on the said side of Martin street, thence running with the said side of Martin street north 39 degrees 27 minutes 56 seconds east 89.80 feet to the point of beginning.

All of the bearings in the above descriptions are referred to the true meridian through the origin of a system of rectangular coordinates located at 38 degrees 55 minutes north latitude and 76 degrees 35 minutes west longitude. All of the above descriptions are according to a survey and plat made by Clarence F. Shelley & Company, surveyors and Civil Engineers, Annapolis, Maryland, in April, 1942.

All of the improvements on the properties above mentioned are modern in every respect and arrangements for the inspection of the premises can be made for prospective purchasers.

TERMS OF SALE: A deposit of $300.00 on each property 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 and Purchaser's Agreement -- Filed May 6th., 1942.

I HEREBY CERTIFY that I have this 5th day of May, 1942, sold the within property, firstly described to James A. Brady at and for the sum of($4100.00), he being at that figure the highest bidder therefore; and I hereby further certify that said sale was fairly made.

Geo. W. Scible, Auctioneer

I hereby certify that I have this 5th day of May, 1942, purchased the within property, firstly described, from William J. McWilliams, Assignee, at and for the sum of ($4100.00) and I hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

By James A. Brady (Seal)

I HEREBY CERTIFY that I have this 5th day of May, 1942, sold the within property, secondly described, to James A. Brady at and for the sum of ($4000___), he being at that figure the highest bidder therefore; and I hereby further certify that said sale was fairly made.

Geo. W. Scible, Auctioneer

I hereby certify that I have this 5th day of May, 1942, purchased the within property, secondly described, from William J. McWilliams, Assignee, at and for the sum of ($4000__) and I hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

By James A. Brady, (Seal)

I HEREBY CERTIFY that I have this 5th day of May, 1942, sold the within property, thirdly described, to James A. Brady at and for the sum of ($4000___), he being at that figure the highest bidder therefore; and I hereby further certify that said sale was fairly made.

Geo. W. Scible, Auctioneer.

I hereby certify that I have this 5th day of May, 1942, purchased the within property, thirdly described, from William J. McWilliams, Assignee, at and for the sum of ($4000.00) and I hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

By James A. Brady (Seal)

I HEREBY CERTIFY that I have this 5th day of May, 1942, sold the within property, fourthly described to James A. Brady at and for the sum of ($4000__) he, being at that figure the highest bidder therefore; and I hereby further certify that said sale was fairly made.

Geo. W. Scible, Auctioneer.

I hereby certify that I have this 5th day of May, 1942, purchased the within property, fourthly described, from William J. McWilliams, Assignee, at and for the sum of ($4000__)

and I hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

By James A. Brady (Seal)

I HEREBY CERTIFY that I have this 5th day of May, 1942, sold the within property, fifthly described, to James A. Brady at and for the sum of ($4000___) he, being at that figure the highest bidder therefor; and I hereby further certify that said sale was fairly made.

Geo. W. Scible, Auctioneer.

I hereby certify that I have this 5th day of May, 1942, purchased the within property, fifthly described, from William J. McWilliams, Assignee, at and for the sum of ($4000___) and I hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

By James A. Brady (Seal)

ORDER NISI.

Ordered, this 6th day of May, 1942, 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 8th., 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 8th., day of June next.

The report states that the amount of sales to be $20,100.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., June 8, 1942.

We hereby certify, that the annexed Order Nisi - Wm Martin Brady et al - 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 eighth day of June, 1942. The first insertion being made the fourteenth day of April, 1942.

The Capital-Gazette Press, Inc.

By Betty Pons.

ORDERED BY THE COURT, This 9th day of June, 1942 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 Wm. Martin Brady, et al, (Present Owners- Anna S. Brady Wilson, et al)

No. 8338 Equity

In the Circuit Court for Anne Arundel County.

AUDITOR'S REPORT AND ACCOUNT --- Filed Oct. 24th., 1942.

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 Wm. Martin Brady, et al, (Present Owners - Anna S. Brady Wilson, et al) in ac. with William J. McWilliams, Assignee -

Assignee's fee and commissions waived

To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	$ 10.00	
Clerk of Court - court costs	22.20	
Auditor	18.00	$ 50.20
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	97.50	
Capital-Gazette Press - handbills	10.75	
Capital-Gazette Press - Order Nisi on report of sale	5.00	
Capital-Gazette Press - Order Nisi on auditor's acct.	5.00	
B. J. Wiegard, Agent - bond premium	92.00	
George W. Scible - auctioneer	60.00	
Clerk of Court - recording mortgage	.75	
Samuel S. Stokes - notary fees	1.00	
Mary F. Lathrop - notary fee	.50	
One-half Federal revenue stamps	11.28	
One-half State revenue stamps	10.05	293.83
To Assignee for Taxes, viz:		
1942 State & County taxes adjusted to 10/16/42:		
#163 King George St. ($61.44)	48.64	
#165-7 " " " (94.17)	74.55	
#169-171 " " " (117.05)	92.66	
1942 City taxes adjusted to 10/16/42:		
#163 King George St. ($50.77)	18.81	
#165-7 " " " (77.82)	22.70	
#169-171 " " " (96.73)	28.21	285.57
To Annapolis Banking & Trust Co., mortgagee- in full for mortgage claim filed		12,700.00
Balance for distribution to heirs of Wm. Martin Brady and A. Theodore Brady, mortgagees -	$6,770.40	
Distributed as follows:		
To Anna S. Brady Wilson - one half	3,385.20	
To Anne Revell Chadeayne - one-eighth	846.30	
To Marilee Chadeayne - one-eighth	846.30	
To Deborah Chadeayne - one-eighth	846.30	
To Gabrielle Chadeayne - one-eighth	846.30	6,770.40
		$20,100.00

Cr.	May 5 1942	Proceeds of Sale of #163 King George St.	$ 4,100.00
		Proceeds of Sale of #165 King George St.	4,000.00
		Proceeds of Sale of #167 King George St.	4,000.00
		Proceeds of Sale of #169 King George St.	4,000.00
		Proceeds of Sale of #171 King George St.	4,000.00
			$20,100.00

ORDER NISI.

ORDERED, This 24th., day of October, 1942, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 25th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of November next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., November 25, 1942

We hereby certify, that the annexed Order Nisi - Equity #8338- Wm. Martin Brady, et al, (present owners Anna S. Wilson, et al) was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of November, 1942. The first insertion being made the 26th day of October, 1942.

The Capital-Gazette Press, Inc.
By Anne Bennett.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 27th day of November, 1942, 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.

Filed Nov. 27th., 1942.

IN THE MATTER OF	:	No. 8245 Equity.
HENRY W. PURNER,	:	In the Circuit Court for
A NON COMPOS MENTIS.	:	Anne Arundel County.

PETITION. --- Filed Sept. 8, 1941.

To the Honorable, The Judges of said Court:

The petition of Fred A. Purner as guardian of the person and estate of Henry W. Purner, a non resident of the State of Maryland and a Non Compos Mentis; and the petition of Clifford C. Purner and of Maurice Snyder; respectfully shows:--

1. That Ferdinand G. Purner was seised and possessed of realty in Anne Arundel County, Maryland, that was conveyed to him by Mary B. Smith et al by deed dated October 25, 1921 recorded among the land records of said County in liber W. N. W. No. 44 folio 458 &c, a certified copy of which is filed herewith as Exhibit No. 1 and is incorporated herein by reference.

2. That the said Ferdinand G. Purner died November 9, 1924 seised and possessed of said land, leaving a Last Will and Testament that has been admitted to probate by the Orphans Court of Anne Arundel County and is recorded among the records of said Orphans Court in Wills liber O.B.D. No. 3 folio 469 &c, a certified copy of which is filed herewith as Exhibit No. 2 and is incorporated herein by reference.
That by the terms of said Will, the said realty is devised to his widow, Amelia C. Purner, for her life, with remainder equally to "the heirs".

3. That the said Ferdinand G. Purner was survivied by his said widow, and by all of his children, who are:--Louise A. Draley, Fred A. Purner, Henry W. Purner, and Clifford C. Purner, all of whom are more than twenty-one years of age.

4. That on September 1, 1926, the said Henry W. Purner and Fred A. Purner were, and ever since have been, residents of San Francisco, California. That on that date the said Henry W. Purner was adjudicated insane by the Superior Court of the State of California in and for the City and County of San Francisco, as will appear from a certified copy of the adjudication filed herewith as Exhibit No. 3 and incorporated herein by reference. No change of this adjudication has since been made.

5. That the said Amelia C. Purner died intestate in October 1928, survived only by the said children.

6. That at the time of her death the said realty consisted of one and one-eighth acres of land, improved by a store and bungalow, assessed on the tax assessment records for a total of $1500; and the said Henry W. Purner's interest therein was an undivided one-fourth. That the said land was not susceptible of division in kind by reason of the small quantity of land and the improvements thereon.

7. That all of the said children bonafidely believed and agreed that it would be for the best interest and advantage of Henry W. Purner if Clifford C. Purner would purchase his share in said land by paying to Henry W. Purner Clifford Purner's share of the personalty in the personalty was delivered to Fred A. Purner -- of his father and mother, amounting to $1646.92; and this share of Clifford Purner/to be used for the support and maintenance of Henry W. Purner, and has been used for this purpose; and it was understood and agreed that Clifford Purner then became owner of Henry Purner's share of said realty. That since then Clifford Purner has received conveyances from the

other children of their interests in said realty.

8. That since then the store building on the premises has collapsed; and the said Clifford Purner has erected a new store building on the premises and also a dwelling at a cost to him of $2500 for materials alone doing the work himself.

9. That on September 5, 1936, the said Fred A. Purner was appointed guardian of the person and estate of the said Henry W. Purner by the Superior Court of the State of California in and for the City and County of San Francisco, as will appear from the certified copy of this proceeding filed herewith as Exhibit No. 4 and incorporated herein by reference.

10. That at the time of the aforesaid sale of Henry Purner's share of said realty to Clifford Purner, Fred A. Purner was acting as de facto guardian of the person and estate of Henry Purner, and said sale was necessary for the support of Henry Purner and was to his best interest and advantage; and Henry Purner has no means of repaying the sum received from Clifford Purner and expended for the support of Henry Purner.

11. That Clifford C. Purner has contracted in writing to sell to Maurice Snyder a portion of said land, as will more fully appear in said writing filed herewith as Exhibit No. 5 and incorporated herein by reference.

12. That the sales price represents the fair market value of the land being sold, and said sale is fair, and to the interest and advantage of Henry Purner and all parties interest_ in the land.

TO THE END THEREFORE:

(1) That Fred A. Purner be appointed guardian of the estate of Henry W. Purner.

(2) That said sale to Maurice Snyder be authorized and directed, ratified and confirmed, and that Fred A. Purner, as guardian of the estate of Henry W. Purner, be authorized and directed to convey to Maurice Snyder all of the right, title, interest and estate, at law or equity, of Henry W. Burner, in or to the land described in said contract, upon payment into this Court of the full purchase price stated in said contract, for distribution.

(3) That the entire purchase price be distributed to Clifford C. Purner.

(4) That the said sale to Clifford C. Purner of Henry W. Purner's interest in said land be ratified and confirmed, and Fred A. Purner, as guardian of the estate of Henry W. Purner, be authorized and directed to convey to Clifford C. Purner all of the right, title, interest and estate, at law or equity, of Henry W. Purner, in or to all of the tract of land that was devised to the heirs of Ferdinand G. Purner.

(5) And for such other and further relief as the nature o_ the case may require.

And as in duty bound, etc.

Emanuel Klawans, Solicitor
for all petitioners.

Fred A. Purner, as guardian of
the person and estate of Henry W.Purner.
Clifford C. Purner
Maurice Snyder

State of California, County of Marin , Sct:

I hereby certify, that on this 14th day of July, 1941, before the subscriber, a notary public of the State of California in and for the County of Marin , personally appeared Fred A. Purner, and made oath in due form of law, individually and as Guardian of the person and estate of Henry W. Purner, that the matters and facts set forth in the foregoing petition are

true and bonafide as therein stated, to the best of his information, knowledge, and belief.

Witness my hand and notarial seal.

(NOTARIAL SEAL) Charles R. DeWitt

Notary Public.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this 28 day of July, 1941, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Clifford C. Purner and Maurice Snyder 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 bonafide as therein stated, to the best of each of their information, knowledge, and belief,

Witness my hand and notarial seal.

(NOTARIAL SEAL) Bernard O. Hardesty

Notary Public.

Filed Sept. 8" 1941.

EXHIBIT NO. 1 WITH BILL OF COMPLAINT. --- Filed Sept. 8" 1941.

($1.00 Rev. Stamp)

This Deed made this 25 day of October in the year of Our Lord nineteen hundred and twenty-one by and between Mary B. Smith and Joseph E. Smith, her husband of Anne Arundel County, in the State of Maryland, parties of the first part and Ferdinand G. Purner of the City of Washington, District of Columbia, party 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 whereof is hereby acknowledged the said parties of the first part do bargain and sell and by these presents do grant and convey unto Ferdinand G. Purner his heirs and assigns forever in fee simple, all that lot, parcel or piece of land situate in the village of Galesville in the First Election District of Anne Arundel County and described as follows.

Beginning For the same at a post on the south side of the Avenue said post being the northwest corner and boundary of the lot surveyed for Mrs Bessie Woodfield on or about April 29, 1908, and running with said lot as changed for variation south 34 degrees 30 minutes west 400 feet to a post by the west side of a gate post and north side of the Public Road leading into Galesville thence leaving said road and running up the north side of said Public road north 55 degrees 30 minutes west 108.9 feet to a post thence leaving said road and running north 34 degrees 30 minutes east 400 feet to a post on the south side of the aforesaid avenue, thence with the same south 55 degrees 30 minutes east 108.9 feet to the place of beginning. Containing and laid out for one one acre of land more or less.

It being that identical tract of land conveyed unto Mary B. Smith by Harry Friedewald et al, trustees by deed dated June 9, 1915 and recorded in G. W. No. 45 folio 332 one of the land record books of Anne Arundel County.

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

To Have and To Hold the above granted property with its appurtenances as aforesaid, unto and to the use of the said Ferdinand G. Purner his heirs and assigns in fee simple forever.

And the said parties of the first part do hereby covenant to warrant specially the property hereby granted and conveyed and that they will execute such other and further assurances as may be requisite.

Witness the hands and seals of the above named grantors.

Attest:

John H. Hopkins, Jr.

Mary B. Smith (Seal)

Joseph E. Smith (Seal)

District of Columbia, Washington City, to wit:

I hereby certify that on this 25th day of October 1921 before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid personally appeared Mary B. Smith and Joseph E. Smith, her husband and did each acknowledge the aforegoing instrument to be their act and deed.

(NOTARY SEAL)

John H. Hopkins, Jr.

Notary Public

Recorded Oct. 26, 1921 10-00 A.M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber W.N.W. No. 44, folio 458, 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 28th day of July, A.D. 1941.

(COURT SEAL)

John H. Hopkins, 3rd., Clerk.

Filed Sept. 8" 1941

EXHIBIT NO. 2 WITH BILL OF COMPLAINT -- Filed Sept. 8th., 1941.

FERDINAND G. PURNER MY LAST WILL AND TESTAMENT

I, Ferdinand G. Purner, of the District of Columbia, being of sound and disposing mind, give and bequeath all I possess to my beloved wife Amelia C. Purner, as long as she remains single, nothing to be divided until her death, then equally among the heirs.

I hereby nominate and appoint my wife Amelia C. Purner, Executrix of this my last Will and Testament, and request that she be permitted to -as such without giving bond.

In Testimony Whereof I have hereunto set my hand and seal this_- day of April, 1919.

H. W. Pike

E. B. McIntyre

F. G. Purner

Anne Arundel County Ss:

On the 26" day of November, 1924, came Joseph E. Draley and made Oath in due form of law that he does not know of any Will or Codicil of Ferdinand G. Purner late of said County, deceased, other than the above instrument of writing, and that he received the same from the private papers of the deceased, and that the deceased departed this life on or about the 9th day of November, 1924.

Sworn to in open Court

Oden B. Duckett

Register of Wills for Anne Arundel County

Anne Arundel County Ss:

On the 1st day of December, 1924, came H. W. Pike and E. B. McIntyre, the two subscribing witnesses to the aforegoing last Will and Testament of F. G. Purner late of said County deceased, and made oath in due form of law that they did see the Testator sign and seal this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they together 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

Oden B. Duckett

Register of Wills for Anne Arundel County

In the Orphans' Court of Anne Arundel County.

The Court after having carefully examined the above last Will and Testament of F. G. Purner late of said County dec'd and also the evidence adduced as to its validity, Orders and Decrees this 2" day of December, 1924, that the same be admitted in this Court as the true and genuine Last Will and Testament of the said F. G. Purner, deceased.

Geo. W. Hyde, C.J.

Maynard Carr, A.J.

Lemon Beall, A.J.

STATE OF MARYLAND ANNE ARUNDEL COUNTY

I, R. Glenn Prout, Register of Wills, and by law Keeper of the Seals 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 Ferdinand G. Purner late of said County deceased together with proof and probate thereof taken from Wills Liber O.B.D. 3, folio 469, which is one of the records filed, recorded and Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 28th day of July in the year of our Lord, nineteen hundred and forty-one.

(ORPHANS' COURT SEAL) R. Glenn Prout

Register of Wills for Anne Arundel County.

By Clemence C. Burwell, Clerk.

Filed Sept. 8th., 1941.

EXHIBIT NO. 3 WITH BILL OF COMPLAINT. --Filed Sept. 8" 1941.

Judgment of Insanity and Order of Commitment of Insane Person

In the Superior Court of the State of California, in and for the City and County of San Francisco.

In the Matter of)
)
Henry W. Purner) 9619.
)
An Alleged Insane Person.)

On this 1st day of September, A.D. 1926, Henry W. Purner, a person alleged to be insane, was brought before me in open Court, for a hearing and examination on a charge of insanity,

on the affidavit of Fred A. purner charging h__ with insanity, made before, and on a warrant of arrest issued thereon by Hon. E. P. Morgan, a magistrate of said City and County of San Francisco, and upon the order of this Court, fixing time and place for the hearing and examination of said charge, made in open Court, and it appearing to the Court that said alleged insane person, when said order was made, was then and there personally present in open Court, and was then and there informed by the Court that he was charged with being insane, and of his rights to make a defense to such charge, and of his right to be represented by counsel, and to produce witnesses on his behalf, and to have subpoenas issued to compel the attendance of witnesses, and was further informed that, if at such hearing and examination, he should be ordered committed, that he might, within five days after the making of such order of comitment, demand that the question of his insanity be tried by a jury before said Superior Court.

And it further appearing to the Court, that the original order fixing time and place of said hearing and examination, was entered in the minutes of the Court by the clerk thereof, and a duly certified copy of said order was duly served on said alleged insane person, and upon_____ relatives of said alleged insane person, residing in said City and County of San Francisco, as were deemed by the Court necessary or proper persons to be served with notice of the arrest of said alleged insane person, and of the hearing on said charge of insanity.

At said hearing and examination, said alleged insane person was represented by _____ , an attorney of this Court (appointed by the Court for that purpose).

The Court thereupon, in open Court, proceeded with the hearing and examination of said alleged insane person, and Mrs. M. Lues 1566 - 10" Ave. Mrs. A. Lee 2310 - 29" Ave (Cousin) O. L. Tues 1566 - 10" Ave (Aunt) were sworn and examined as witnesses in regard to the mental condition of said alleged insane person, his financial condition, and that of the persons liable for his care, support, and maintenance.

At said hearing and examination there were in attendance, B. F. McElrey and Tilton E. Tillman, two regularly appointed and qualified Medical Examiners of said City and County of San Francisco, who then and there heard the testimony of all the witnesses, and each of whom made a personal examination of said alleged insane person, and testified before the Court as to the results of such examination, and other pertinent facts within their knowledge.

Said Medical Examiners, after making the examination and hearing the testimony of the witnesses, and testifying as aforesaid, did make a certificate showing all the facts required by Section 2170 of the Political Code, which certificate is hereto attached and made a part hereof.

Now, therefore, after such examination and certificate made as aforesaid, the Court being satisfied from the testimony of said witnesses, and of the truth of the matters set forth in said certificate, that said Henry W. Purner is insane, and is so far disordered in mind as to endanger health, person, and property, and that it is dangerous for life, health, person, and property for such person to be at large, and that his condition is such as to require care and treatment in a hospital for the care and treatment of the insane.

It is therefore ordered, adjudged and decreed, that said Henry W. Purner is insane, and that he be committed to and confined in the AGNEWS State Hospital at AGNEWS, California.

It is further ordered and directed, that Thos. F. Finn, Sheriff of the City and County of San Francisco, take, convey, and deliver said Henry W. Purner to the proper authorities of said hospital, to be held and confined therein as an insane person.

The sum of _____ dollars having been found on the person of said person at the time of his arrest, the said Sheriff is ordered to take possession of the same and deliver it to the Medical Superintendent of said institution with said insane person.

Done in open court, this 1st day of September, 1926

E. P. Morgan, Judge of the Superior Court of the State of California, in and for the City and County of San Francisco.

The Annexed Instrument is a correct copy of the original on file in my office.

Attest:

Certified

Mar 13 1941

H. A. Van Der Zee, County Clerk of San Francisco, and Ex-Officio Clerk of the Superior Court of the State of California in and for the City and County of San Francisco.

(COURT SEAL)

H. Brunner, Deputy

ENDORSED

FILED Sept 1- 1926

H. I. Mulcrevy

H. L. Jones,

Deputy Clerk.

Filed Sept. 8" 1941.

In The Matter of
Henry W. Purner,
A Non Compos Mentis

No. 8245 Equity.
In the Circuit Court for
Anne Arundel County.

EXHIBIT NO. 4 WITH BILL OF COMPLAINT. --- Filed Sept. 8" 1941.

In the Superior Court of the State of California
in and for the
City and County of San Francisco
LETTERS OF GUARDIANSHIP
Department No. 9, Probate

Duplicate
Endorsed
Filed Sep. 5 - 1936

W. R. Castagnetto, Clerk.

A. R. Phillips

Deputy Clerk.

STATE OF CALIFORNIA, City and County of San Francisco, ss.

No. 73,249

Fred A. Purner, is hereby appointed Guardian of the Person and Estate of Henry Y.Purner, also known as Henry W. Purner, Insane,

(SEAL)

Witness, W. R. Castagnetto Clerk of the Superior Court of the State of California in and for the City and County of San Francisco, with the Seal of said Court affixed this 5th day of September, A.D. 1936

By order of the Court,

W. R. Castagnetto, Clerk

By A. R. Phillips, Deputy Clerk.

STATE OF CALIFORNIA, County of Los Angeles, ss.

I do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of California; and that I will faithfully discharge the duties of Guardian of the Person and Estate of Henry Y. Purner, also known as Henry W. Purner, Insane, according to law.

Subscribed and sworn to before me this
4th day of September, 1936.
Hugh C. Huber,
(Seal).

Notary Public in and for the County
of Los Angeles, State of California.
My Commission expires October 5th., 1936.

STATE OF CALIFORNIA, City and County of San Francisco, ss.

I, H. A. van der Zee, County Clerk of the City and County of San Francisco, and ex-officio Clerk of the Superior Court thereof, do hereby certify the foregoing to be a full, true and correct copy of the Letters of Guardianship in the Matter of the Estate and Guardianship of Henry Y. Purner, also known as Henry W. Purner, Insane, now on file and of Record in my office, and I further certify that the same have not been revoked or vacated, but are still of full force and effect.

WITNESS my hand and the seal of said Court this 13th day of March, A.D. 1941.

H. A. van der Zee, Clerk.

By _____, Deputy Clerk.

The annexed instrument is a correct copy of the original on file in my office.
Attest:
Certified
Mar 13 1941
The Annexed Letters have not been revoked or vacated and are still in full force and effect.
Attest: Mar 13 1941

(SUPERIOR COURT SEAL)

H. A. Van Der Zee, County Clerk of San Francisco, and Ex-Officio Clerk of the Superior Court of the State of California, in and for the City and County of San Francisco.

By B. J. Mulcrevy, Deputy.

Filed Sept. 8" 1941.

Exhibit No. 5 with the petition -- Filed Sept. 8" 1941.

THIS CONTRACT OF SALE, made this 30th day of November, 1940, by and between Clifford C.Purner of the first part, vendor, and Maurice Snyder, of the second part, vendee,

WITNESSETH, that for the sum of three thousand and no/100ths dollars, the said Clifford C. Purner has bargained and sold to the said Maurice Snyder in fee simple the following parcel of Land in the First Election District of Anne Arundel County, Maryland, in the Village of Galesville: Beginning at an iron pipe set on the northerly side of the State Road leading into Galesville, said point being at the beginning of the third or N. 34 degrees 30 minutes E, 400 foot line of the description contained in the deed from Mary B. Smith and Joseph E. Smith, her husband, to Ferdinand G. Purner, dated October 25, 1921, recorded among the land records of Anne Arundel County, Maryland, in liber W. N. W. No. 44 folio 458; and running thence from said point

of beginning and along said Third Line, No. 34 degrees 30 minutes E, 93.77 feet to an iron pipe set in said third line; thence S. 55 degrees 35 minutes E, 108.9 feet to an iron pipe set on the westerly side of the present county road leading to Woodfield's Ice Plant; thence along said westerly side of said county road, S. 34 degrees 30 minutes W, 93.77 feet to an iron pipe set at the point of intersection of the northerly side of said state road leading to Galesville with the said westerly side of the county road leading to Woodfield's Ice Plant; thence along the said northerly side of said state road, N. 55 degrees 35 minutes W, 108.9 feet to the place of beginning.

Containing 10,212 square feet of land. Being a part of the same property that was conveyed to Ferdinand G. Purner by Mary Smith et al by the aforesaid deed. All taxes, public dues and charges to be adjusted to date of this contract. Upon payment in full of the purchase price, vendor shall convey a good and merchantable title free and clear of all encumbrances.

Attest: Clifford C. Purner (Seal)

Ethelyn L. Purner Maurice Snyder (Seal)

Filed Sept. 8" 1941.

Order appointing committee and granting leave to take testimony - Filed Sept. 9" 1941.

Upon the petition, exhibits, and affidavits filed in the above cause, it is this 9th day of September, 1941, by the Circuit Court for Anne Arundel County sitting in Equity, adjudged, ordered, and decreed that Fred A. Purner, of the State of California, is hereby appointed guardian and committee of the estate in Anne Arundel County, Maryland, owned by Henry Y. Purner, a non compos mentis. And it is further ordered that leave is hereby granted to the petitioners to take testimony before one of the standing examiners of this Court in support of the allegations made in the petition for the sale of lands owned by said non compos mentis.

Ridgely P. Melvin, A.J.

PETITION & ORDER OF COURT -- Filed Sept. 10" 1942.

To the Honorable, The Judges of said Court:

1. That the original petition was filed in this case by the guardian of the person and estate of the lunatic, and by Clifford_Purner, and by Maurice Snyder, all represented by the same solicitor, Emanuel Klawans, stating that the lunatic owned a one-fourth undivided interest in fee simple in land in Anne Arundel County together with his sister and two brothers; that his brothers and sister acting informally on his behalf had sold his interest in said land to one of his brothers, Clifford_Purner and the proceeds of sale had been used for his support and Clifford_Purner took sole possession of the land and substantially improved the same; that thereafter the lunatic was adjudicated non compos mentis in California and Fred Purner appointed guardian of his person and estate; that Clifford_Purner has contracted to sell a part of said land to Morris Snyder at a fair value to the interest and advantage of all parties owning the land and of the lunatic.

The petition prays that Fred Purner be appointed guardian of the estate of the lunatic; that the sale to Maurice Snyder be ordered and ratified; and the purchase money paid into Court for distribution; that the purchase money be distributed to Clifford_Purner in its entirety; that the sale to Clifford_Purner be ratified and the land conveyed to him; and for general relief.

2. That by order of this Court Fred Purner was appointed guardian and committee of the person and estate of the lunatic; and thereafter testimony was taken in pursuance of said partition.

3. That subsequently this Court informally appointed John S. Strahorn, solicitor, to represent the interests of the lunatic; and the witnesses were recalled and re-examined and submitted to cross-examination by Mr. Strahorn.

4. That it further appears advisable to Mr. Strahorn, acting in the interests of the lunatic, that the land be appraised by some expert appraiser of realty to be appointed by the Court.

To The End Therefore;

(1) That this Court nunc pro tunc formally appoint John S. Strahorn as solicitor for Henry_Purner, non compos mentis, to guard and represent his interests in all matters concerned in this case.

(2) That this Court appoint an appraiser to estimate the value of said land.

(3) And for such other and further relief as the nature of the case may require.

And as in duty bound, etc.

E Klawans, Solicitor

ORDER OF COURT

Ordered by the Circuit Court for Anne Arundel County sitting in Equity this 10th day of September, 1942, that John S. Strahorn is hereby appointed nunc pro tunc as solicitor to guard protect, and represent the interests of Henry W. Purner, non compos mentis, in all matters concerned in cause No. 8245 Equity in this Court.

Further ordered by the authority aforesaid that Charles F. Lee is hereby appointed to appraise the land and buildings mentioned in these proceedings.

Ridgely P. Melvin, A.J.

Filed Sept. 10" 1942.

Testimony on behalf of the Petitioner, September 11 1941. Filed Sept. 26" 1941.

PRESENT:

Mr. Emanuel Klawans, Solicitor for Petitioner.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES.

Louise A. Draley, ----------2 to 6

Clifford C. Purner, ---------- 7 to 9

Joseph E. Draley, ---------- 10 to __

T. A. Hardesty, ---------- 11-12

Louise A. Draley, a witness of lawful age, being first duly sworn, deposes and says:- (Klawans.)

1. State your name and residence?

A. Louise A. Draley, 1215 Kearney st., N. E., Washington, D. C.

2. Who was Fred G. Purner?

A. He was my father.

3. Is he living or dead?

A. He is dead.

4. Did he own any real estate in Anne Arundel County at the time of his death?

A. Yes.

5. I hand you this paper, will you state what that is?

A. This is a certified copy of the deed for the property mentioned in the proceedings here, situate in Anne Arundel County.

----- Now filed as Examiner's Exh. A.

6. Did Fred G. Purner leave a Last Will and Testament at the time of his death?

A. Yes.

-----Now filed as Exam. Exh. B

7. What heirs did he leave surviving him?

A. He left his wife, Amelia C. Purner, and the following children:-

Henry W. Purner

Fred Purner, ----- Fred A. Purner

Louise P. Draley, Louise A. Purner Draley

Clifford Purner, Clifford C. Purner

8. Are they all of full age?

A. Yes, all are of full age.

9. In September, 1926, where did Henry W. Purner and Fred A. Purner reside?

A. In California.

-----Offered in evidence certified copy of the Adjudication of Henry W. Purner as a non compos mentis, filed as Exam. Exh. C.

10. When did Amelia Purner die?

A. October 1928.

11. At the time of her death what did the real estate consist of? What was it assessed for?

A. Reading from the Assessment of property assessed to the Estate of Fred G. Purner, First Election District of Anne Arundel County, Maryland, it was,

Lot No. 2 ----------	$ 300.00
Dwelling, ----------	1,400.00
Storehouse, ----------	1,200.00
Storage room, --------	400.00
Garage, ----------	200.00

$3,500.00 Total.

12. Then the interest of Henry W. Purner under the will was one-fourth?

A. That's right.

13. So that his share of that real estate was worth $875.?

A. Yes.

14. Who administered the estate of Amelia C. Turner, widow?

A. I did.

15. What was the net amount left for distribution?

A. $6,000.00

16. How was that distributed?

A. Three of us took the money, cash settlement, we figured that would offset the value Clifford would get. At the time he lived on that property and it was assessed for $3500 but a lot of improvements had been made by him out of his own personal funds.

17. Was that land susceptible of being divided in kind among the four of you?

A. No. We did not think so, and we thought if we did sell we would have to sell at forced sale.

18. Why were you not willing to do that?

A. Because we thought we would take a loss on it. We did not think the property would bring that much if forced to sell.

19. How many acres of land were there?

A. Little over an acre.

20. And because of the buildings on it you could not equally divide it among the four of you?

A. That's right.

21. At the time that this money was distributed who was supporting Henry W. Purner?

A. My brother Fred out in California.

22. All of you felt that the one-fourth interest that Clifford was entitled to out of the personal estate would be more usable to Henry W. Purner than his interest in the land?

A. Yes, he needed money right then.

23. You and Fred and Clifford agreed that Clifford should give his $1500 share of the personal estate in cash for the support of Henry W. Purner in exchange for the one-fourth interest of Henry in the land worth $875?

A. Yes.

24. Clifford Purner's share of the personal estate was given to whom?

A. At that time I took charge of it and later turned it over to Fred because Henry was in the State with Fred.

25. What was it used for?

A. For the support of Henry W. Purner.

26. And all of you heirs intended by that transaction that Clifford Purner should become the owner of Henry W. Purner's share in the land mentioned in these proceedings?

A. Yes.

27. What changes have occurred in the property since then?

A. Part of the store building that Clifford had put up at his own expense has been taken down and a new home built on the property that Clifford himself built out of his own funds.

28. Do you know what it cost him to build that home?

A. The old house has been improved too, he did a lot of improvements on the buildings, he built half of the store on there, also improved the house.

29. Do you know what it cost him?

A. No, I don't know..

30. It is a substantial sum of money?

A. Oh yes.

---Offered in evidence as Examiner's Exh. D to show the appointment of Fred A. Purner as Guardian of Henry W. Purner in the State of California, and Trustee of his Estate.

31. At the time this deal was made between Clifford C. Purner on behalf of Henry W. Purner you and Fred A. Purner were acting as Guardians for Henry W. Purner?

A. We had not been appointed by the Court but we were acting as Guardians.

32. You were taking care of him and his property?

A. Yes.

33. You felt that transaction was necessary for the benefit of Henry W. Purner and for his

support and to his best interest and advantage?

A. Yes we did.

34. Does Henry W. Purner have any means at this time to repay that $1,500.00 to Clifford Purner?

A. No.

35. Does he have any property at all?

A. No.

36. Any income?

A. No.

37. Who supports him?

A. So far he is being supported from the money he has from the estate which is very little, but after that is gone the family will go on supporting him like we always have done.

----Offered in evidence as Exam. Exh. E. the Contract between Clifford Purner and Maurice Snyder for the sale of a portion of that tract of land for the sum of $3,000.

38. Are you familiar with this Contract?

A. I am.

39. Do you consider that a fair price for the property being sold?

A. Yes I do.

40. This sale includes part of the lot and store room and addition to the store, what are they assessed for at the present time?

A. Reading from the 1938 Tax Assessment, the entire lot is assessed

Lot, ----- $300

Store room 400

Addition 100 $800 Total.

41. In your opinion the sale price of the property being sold to Maurice Snyder is the fair market value of the same?

A. In my opinion it is. I don't know much about the property but I think it is a fair price.

42. Do you think the sale is to the interest and advantage of all the parties who have an interest therein?

A. Yes, I would say so.

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

A. I think that covers everything. I think I made it clear when we divided the property we thought we were doing it for the best interest of all, especially Henry's.

Louise A. Draley

Clifford C. Purner, a witness of lawful age, being first duly sworn, deposes and says:- (Klawans.)

1. State your name and residence?

A. Clifford C. Purner, Galesville, Md.

2. State what was the transaction between you on the one hand and Henry W. Purner, Fred A. Purner and Louise A. Draley on the other hand?

A. I agreed to take the property because that was my home.

3. You mean the one-fourth interest of Henry W. Purner in the real estate mentioned in these proceedings?

A. That's right; that was my home and we thought better for Henry to have the cash, and that's the way it was settled.

4. What did Henry W. Purner receive in return for his one-fourth interest in the real estate?

A. He received my one-fourth interest in the personal property that amounted to $1,500.

5. What was the real estate valued at at that time?

A. $3500.00

6. Then Henry's one-fourth interest in that was worth $875?

A. Yes.

7. Was that a fair value of the property at the time?

A. Yes I would say so.

8. What was the money you paid for his share used for?

A. Used for his support.

9. Who took care of him at that time?

A. My brother Fred.

10. And he made this deal on Henry W. Purner's behalf?

A. Partly, he consented to it.

11. In making that deal did all of you feel it was for the best interest and advantage of Henry W. Purner?

A. Yes.

12. What changes have been made in the property since that time?

A. The store room has been torn off and another addition built on to the store. The store has been improved inside, ceiling and general improvements, painting, new show windows and the cottage also has been improved by me.

13. You say "cottage"?

A. We call it that, it has five rooms.

14. Who paid for those improvements?

A. I did.

15. What was the cost to you?

A. I would judge altogether at least $1,000, it was a substantial sum.

16. Have you made this Contract filed in evidence here, with Maurice Snyder for the sale of a portion of that land?

A. Yes.

17. In your opinion does the sales price mentioned therein represent the fair market value of the land being sold?

A. Yes, I would say so.

18. Why are you of that opinion?

A. Well, since then the property has increased in value, I would say, and he has a business there from which he is making his living and home there, and the the improvements there.

19. Why do you think $3,000 is a fair price now for the land you are selling to him from Henry W. Purner's point of view?

A. The entire lot is assessed for $300.

20. Does that represent the fair market value?

A. The corner there is the most desirable place of the whole thing and he has that?

21. What would you say the entire lot was worth?

A. I would say it was worth its assessed value, $300.

22. You are only selling a part of it?

A. Yes.

23. The present assessed value of the buildings you are selling and the entire lot of which you are only selling a portion, is assessed at $1600. In view of that would you say that the sale you are making to Maurice Snyder is a fair one from the point of view of Henry W. Purner and any one else interested?

A. Yes.

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

A. No sir.

Clifford C. Purner.

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

(Klawans.)

1. State your name and residence?

A. Joseph E. Draley, 1215 Kearney st., N.E. Washington, D. C.

2. Are you familiar with the exchange that was made between Clifford C. Purner and Henry W. Purner of property mentioned herein?

A. Yes.

3. State what that transaction was?

A. The transaction was that Clifford C. Purner should give to Henry W. Purner his one-fourth of the total of $6,000, his share being $1500 of the estate left by Amelia C. Purner to the heirs of Fred G. Purner and Amelia C. Purner, in exchange for the one-fourth interest of the said Henry W. Purner in the real estate at Galesville, Md. mentioned herein.

4. That real estate was assessed for how much?

A. $3500.

5. What was that money so received by Henry W. Purner to be used for?

A. For the care and support of the said Henry W. Purner. At that time he was being taken care of by his brother Fred A. Purner.

6. Who made that deal on behalf of Henry W. Purner with Clifford C. Purner?

A. The deal was made by Louise A. Draley and Fred A. Purner, they made the deal for Henry W. Purner; at that time he was being taken care of by them.

7. Do you think it was for the best interest and advantage of Henry W. Purner?

A. Absolutely.

8. And necessary for his care and good?

A. Absolutely. It was the fair thing to do.

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

A. No. I think everything has been covered.

Jos. E. Draley

Thomas A. Hardesty, a witness of lawful age, being first duly sworn, deposes and says:-

(Klawans.)

1. State your name and residence?

A. Thomas A. Hardesty, Galesville, Md.

2. Are you familiar with land values in the vicinity of Galesville?

A. Yes.

3. What knowledge do you have of land values there, what experience have you had?

A. I bought my property of 1-5/16th of an acre from the same people Mr. Purner got his, I bought mine at $200 an acre, and Mr. Joseph Smith the former owner paid $200 for it when he bought it, this was the end of that tract of land being divided and this was the last sold and $200 was the highest they ever got.

4. What would you say in your opinion is the value of the land itself that Mr. Purner owns, his 1-1/8th acre?

A. I would say the present time the way land is going today I would think $500 would practically cover it.

5. What would you say that the land with all the buildings on it at the present time is worth?

A. I would say around $2500 or $3,000. The house was not built of the best material, and today you have to use a ladder upstairs, and the store was in bad shape had to tear almost all of it down to keep it from falling down.

6. I hand you this Contract filed as Examiner's Exhibit D and ask if, in your opinion, that transaction is a fair one, and a good price for the property being sold from the view point of Henry W. Purner?

A. I think he is getting a very good price for it.

7. From the viewpoint of the vendors is it a fair transaction?

A. Yes. I am considering it as if it were my own, you have asked me for my opinion, I do really think that $3,000 is a very good price for it from the viewpoint of the sellers.

8. Would you say that $1500 for a one-fourth interest in the whole property was a good price from the point of view of the seller?

A. Yes it is.

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

A. Between my property and Mr. Purner's property is 1-5/16th of an acre which I have paid a deposit on for $325, and I gave it up. I am sure Mr. Dixon got it for a whole lot less for he described it as a secondhand furniture company on one side and an undertaker's building on the other which more or less condemned the land. Mr. Purner handled nothing but second hand clothes, maybe went through third hand,-

T. A. Hardesty

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

Witness my hand and seal this 26th day of September 1941.

Jno. S. Strahorn (Seal)

Examiner.

Filed September 26" 1941.

In The Matter Of
Henry W. Purner,
A Non Compos Mentis

No. 8245 Equity
In the Circuit Court for
Anne Arundel County.

PETITION TO ORDER SALE. --- Filed Oct. 1st., 1942.

To The Honorable, The Judges of said Court:

The petition of Emanuel Klawans as solicitor for Clifford C. Purner, Maurice Snyder, and Fred A. Purner guardian and committee of the person and estate of Henry W. Purner a Non Compos Mentis, and the petition of John S. Strahorn as solicitor appointed by the Court to represent the interests of said Non Compos Mentis in this case, respectfully shows:-

1. That the original petition in this case states in substance that Fred A. Purner, Louise A. Draley, Clifford C. Purner, and Henry W. Purner inherited certain realty in Anne Arundel County, Maryland, as tenants in common of equal undivided shares in fee simple; that subsequently Henry W. Purner was adjudicated non compos mentis by the Superior Court of California; that thereafter the same four persons inherited personalty in the amount of $1646.92 each; that the three competent persons made an agreement which they believed to be for the best interests of the incompetent one, whereby Clifford Purner's share of personalty was taken by and divided among Louise Draley, Fred Purner, and Henry Purner in exchange for their shares of said realty, and one-third of Clifford Purner's share of personalty has been used for the support and maintenance of Henry Purner and it was agreed that thereupon Clifford Purner became owner of Henry Purner's share in said realty, and he has received conveyances of the shares of Louise Draley and Fred Purner in said realty; that since said exchange Clifford Purner has erected improvements on said land at considerable cost; that thereafter Fred Purner was appointed guardian of the person and estate of Henry Purner by the Superior Court of California; that at the time of said transaction with Clifford Purner Fred Purner was acting as de facto guardian of the person and estate of Henry Purner and said sale was necessary for the support of Henry Purner and believed to be to his best advantage and Henry Purner has no means of repaying the sum received from Clifford Purner and expended for support of Henry Purner; that Clifford Purner has contracted to sell a certain part of said land to Maurice Snyder for $3000 which is the fair value of the portion being sold and to the advantage of anyone concerned. The petition prays that Fred Purner be appointed guardian of the person and estate of Henry W. Purner, which has been done by order of Court passed in this case; that the sale to Maurice Snyder be authorized, ratified and confirmed and the land conveyed to him upon payment of the purchase money into this Court for distribution; that the purchase money be distributed in its entirety to Clifford Purner; that the sale to Clifford Purner be ratified; and for other and further relief.

2 . That it appears from the evidence in this case, especially that of Charles F. Lee, appointed by the Court to appraise the value of the land, that the sale to Maurice Snyder is fair and the sales price represents the fair market value of the land contracted to be sold to him.

To The End Therefore;

(1) That the contract of sale of land to Maurice Snyder filed as Exhibit 5 with the original petition be authorized and directed ratified and confirmed; that said purchaser be required to deposit with the Clerk of Court $750, one-fourth of the purchase

price, for distribution in such manner as the Court may hereafter decide; and that upon final ratification of said sale and payment into Court of said sum trustees be appointed to convey to said purchaser the one-fourth undivided interest of Henry W. Purner in and to the land described in the contract of sale.

(2) And for such other and further relief as the nature of the case may require.

And as in duty bound, etc.

E. Klawans

John S. Strahorn

Solicitors.

ORDER OF COURT.

Ordered by The Circuit Court For Anne Arundel County sitting in Equity this 16th day of October, 1942, that the title and estate of Henry W. Purner in and to the land described in the Contract of Sale filed as Exhibit No. 5 with the original petition in this case is hereby authorized and directed to be sold to Maurice Snyder at and for one-fourth of the total purchase price of $3000 stated in said Contract, unless cause to the contrary be shown on or before the expiration of the 17th day of November, 1942, provided that a copy of this Order be published in some newspaper published in Anne Arundel County, Maryland, once in each of three successive weeks before the 17th day of November, 1942. And it is further ordered by the authority aforesaid that the purchaser shall deposit in this Court for distribution in such manner as may be hereafter decided by this Court, the sum of $750.00. And it is further ordered that upon final ratification of this sale and payment of $750.00 into Court by the purchaser, Emanuel Klawans and John S. Strahorn are hereby appointed trustees to convey unto said purchaser all of the right, title, interest and estate of Henry W. Purner, at law or equity, in and to said land described in said Contract of Sale.

Ridgely P. Melvin, A.J.

Filed Oct. 16, 1942.

Certificate of Publication ---- Filed Dec. 1st,1942.

Annapolis, Md., December 1st.1942.

We hereby certify, that the annexed Order of Court No. 8245 Equity Henry W. Purner 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 17 day of November, 1942. The first insertion being made the 22 day of October, 1942.

The Capital-Gazette Press, Inc.

By Anne Bennett.

Final Ratification of Sale Dec. 2, 1942.--- Filed Dec. 2" 1942.

ORDER OF COURT.

Ordered by the Circuit Court for ANNE ARUNDEL COUNTY sitting in Equity, this 2nd day of December, 1942, that the sale of the land of Henry W. Purner to Maurice Snyder, as set forth in the contract of sale filed as Exhibit No. 5 with the original petition in this case, be and is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the order nisi passed in said cause on October 16, 1942; and the purchase price having heretofore been deposited in this Court the trustees are authorized and directed to convey all of the right, title, interest and

estate, at law or equity, of Henry W. Purner, a non compos mentis, in and to the land described in said Contract of Sale, to Maurice Snyder, his heirs and assigns,

Ridgely P. Melvin, A. J.

Filed Dec. 2, 1942.

Petition for a private sale of land --- Filed Dec. 4" 1942.

To the Honorable, The Judges of said Court:

The petition of Clifford C. Purner respectfully shows:-

1. That the proceedings heretofore had in this cause show that land described in Exhibit No. 1 with the original petition in this case was devised or descended to the petitioner and his brothers and sister, Ferdinand Purner, Louise A. Draley, and Henry W. Purner (a non compos mentis), as tenants in common of equal undivided shares in fee simple; that about 1929 said owners made an agreement which all of them believed to be for the advantage of said non compos mentis, whereby the petitioner purchased and paid for the shares in said land of the other three persons, at a price that all of them believed to be the fair value of said land, and the portion of the purchase price that Henry W. Purner was entitled to under this agreement has been used and applied for his support and maintenance and benefit; that from the time of said sale, the petitioner has been in exclusive possession of said land, and has erected a substantial dwelling thereon, and has made other improvements thereon, at his own expense, all in the bonafide belief that said sale to him was valid and conclusive; that the petitioner contracted to sell a portion of said land to Maurice Snyder and only then discovered that said sale to him was invalid; that this Court has finally ratified and confirmed said sale to Maurice Snyder and has directed the purchase price, or one-fourth thereof representing the share of Henry W. Purner, to be deposited in this Court for distribution.

2. That this Court appointed Mr. Charles F. Lee to appraise said land and from his testimony of record in this cause it appears that the value of the portion remaining, after said sale to Maurice Snyder, exclusive of the dwelling and other improvements erected at the sole expense of the petitioner, is $3000, of which Henry W. Purner would be entitled to $750.

3. That in view of the dwelling and other improvements erected upon said land by the petitioner, it would be a hardship and inequitable to sell said land at public auction.

4. That the petitioner is ready, willing and able to purchase the share in said land of Henry W. Purner at the full appraised value of $750, which the evidence shows to be the maximum price that can be obtained for said land.

To The End Therefore: (1) That the share of Henry W. Purner in and to said remaining portion of said land be sold at private sale to Clifford C. Purner for the sum of $750, and the same conveyed to Clifford C. Purner upon payment into Court for distribution of the sum of $750.

(2) That leave be reserved to Clifford C. Purner to petition for allowance of and present proof of sums heretofore paid by him and expended for the support and maintenance and benefit of Henry W. Purner, for the Court in its judgment to allow or disallow him in the distribution of the moneys deposited or to be deposited in this Court for distribution.

(3) And for such other and further relief as the nature of the case may require.

And as in duty bound, etc.

E. Klawans

Solicitor for the petitioner.

The undersigned solicitor appointed by this Court to represent the interests of Henry W. Purner, non compos mentis, does hereby consent to the passage of an order as prayed in the foregoing petition for a private sale to Clifford C. Purner of the right and title of Henry W. Purner in and to the tract of land described in Exhibit No. 1 with the original petition in this cause, save and except the portion thereof heretofore sold to Maurice Snyder described in the contract of sale filed as Exhibit No. 5 with said original petition, at and for the sum of $750, said solicitor having fully satisfied himself from the evidence of Charles F. Lee, appraiser, and otherwise, that said sum represents the full value thereof to which said non compos mentis is entitled and that no higher price can be obtained therefore.

Jno. S. Strahorn, Solicitor.

ORDER OF COURT.

Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 7th day of January, 1943, that all of the right, title, interest and estate, at law or equity, of Henry W. Purner, a non compos mentis, in and to all that parcel of land that was conveyed to Ferdinand G. Purner by Mary B. Smith et al by deed dated October 25, 1921 recorded among the land records of Anne Arundel County in Liber W. N. W. No. 44 folio 458 et seq., save and except the portion thereof heretofore sold in these proceedings to Maurice Snyder described in the contract of sale filed as Exhibit No. 5 with the original petition in this cause, be sold at private sale to Clifford C. Purner at and for the sum of seven hundred and fifty dollars and that John S. Strahorn and Emanuel Klawans are hereby appointed trustees to convey the same to Clifford C. Purner upon payment of said sum in full into this Court for distribution. Unless cause to the contrary be shown on or before the 12th day of February, 1943, Provided that a copy of this order be published in some newspaper published in Anne Arundel County, Maryland, once in each of three successive weeks before the 28th day of January 1943.

Ridgely P. Melvin, C.J.

Filed Jan, 7, 1943.

Certificate of Publication -- Filed Feb. 15, 1943.

Annapolis, Md., Feb. 15, 1943.

We hereby certify, that the annexed Order of Court Equity #8245 Henry W. Purner 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 January, 1943, The first insertion being made the 14th day of January, 1943.

The Capital-Gazette Press, Inc.

By Florence Ossey

Final Order of Ratification of Sale to Henry W. Purner, etc.

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, and by the authority thereof, this 18th day of February, 1943, that the sale of the land of Henry W. Purner mentioned in the within report of sale to Clifford Purner be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown herein, although due notice there-

of has been given as required by the order of this Court herein of January 7, 1943; and the said trustees, John S. Strahorn, and Emanuel Klawans are hereby authorized and directed to convey all of the right, title and interest, both at law and in equity, of the said Henry W. Purner, a non compos mentis, to Clifford C. Purner, in and to the remaining land shown by these proceedings to be the property of the said non compos, upon the payment by the said Clifford C. Purner, and not before, of the purchase price of Seven Hundred and Fifty Dollars ($750.00).

And it is further ORDERED, by the authority aforesaid, that the papers in this case be and they are hereby referred to the Auditor of this Court to state an account distributing the funds derived from this sale, and as well, the funds derived from the sale to Maurice Snyder, heretofore, to-wit, on the 2nd day of December, 1942, finally ratified and confirmed by this Court; which combined funds, total the sum of Fifteen Hundred Dollars ($1,5000.00). And the Auditor is directed to take such testimony in the premises as may be deemed necessary before so stating such audit.

Ridgely P. Melvin,
Chief Judge.

Final Order Filed Feb. 18th., 1943.

In The Matter of
Henry W. Purner,
A Non Compos Mentis

No. 8245 Equity
In the Circuit Court for
Anne Arundel County.

CONTRACT OF SALE. --- Filed Jany. 12th., 1943.

THIS CONTRACT OF SALE, made this 7th day of January 1943, by and between John S.Strahorn and Emanuel Klawans, Trustees acting in pursuance of decree of the Circuit Court for Anne Arundel County, Maryland, in Cause No. 8245 Equity in said Court titled "In The Matter Of Henry W. Purner, A Non Compos Mentis, said trustees being the parties of the first part, and Clifford C. Purner, party of the second part,

WITNESSETH, that subject to ratification by said Court the said trustees do hereby sell to the said Clifford C. Purner, all of the right, title, interest and estate, at law or equity, of Henry W. Purner, a non compos mentis, in and to all that parcel of land with the buildings and improvements thereon and the rights and appurtenances thereto conveyed to Ferdinand G. Purner by Mary B. Smith et al by deed dated October 25, 1941 recorded among the land records of Anne Arundel County, Maryland in liber W.N.W. No. 44 folio 458 et seq. devised by him to Amelia Purner and to the heirs by will recorded among the records of the Orphans Court of said County in liber O. B. D. No. 3 folio 469 et seq. Save and except the portion of said land heretofore sold to Maurice Snyder described in a contract of sale filed with the original petition in the above titled case as Exhibit No. 5. At and for a total purchase price of Seven hundred and fifty dollars ($750.00).

WITNESS the hands and seals of the parties.

Attest:
Emanuel Klawans
_____

Clifford C. Purner (Seal)
Emanuel Klawans (SEAL)
Jno. S. Strahorn (SEAL)
Trustees

Filed 12th January, 1943.

Testimony Sept. 19th, 1942 --- Filed March 2" 1943.

Testimony on behalf of Petitioner.

September 19th, 1942..

PRESENT: --

Messrs. Klawans and Strahorn, Solicitors.

Mr. Marvin I. Anderson, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:--

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

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

1. Please state your name, residence and occupation?

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

2. How long have you been in the Real Estate business in Anne Arundel County?

A. 34 years.

3. You are familiar with real estate values throughout the County are you not?

A. Yes.

4. Have you examined the property at Galesville known as the Purner property fronting about 109 feet on the Main road on the left hand side as you go down in the Village, and running back from said road for about 400 feet?

A. I have, I examined this property this week.

5. Please state to the Court the size of that property as you found it, the dimensions of the ground first?

A. The lot has a frontage on the Main Street in the Village of Galesville of 109 feet with a depth of 400 feet, more or less, it is a corner property.

6. On which side of the side street, North or South, or whatever direction is, does this property lie?

A. On the Northwest corner on the West side.

7. The street being on the water side of the property?

A. Yes.

8. Do you know of your own knowledge who owns that property and what it is known as?

A. I understand it is the estate of Frederick Purner.

9. What business, if any, did you find being conducted on the property when you were there this week?

A. There was a grocery store business conducted in the store building on the front end of this lot, on the side of the street towards the water.

The property is improved by a frame building occupied as a store and dwelling and is on the front end of this lot.

10. What other improvements are found on the lot?

A. About 100 feet back there is a two car garage and a shed on the West side of the Lot, of metal construction, and further back there is a frame bungalow 30X30 feet, and further back there is a new dwelling recently been erected.

11. I tell you that the line coming in from the front of the whole lot running by the front street side of the garage is an imaginary division line, which, in a measure controls this

investigation. What is the size of the front lot back to the street side of the garage?

A. 109 feet front on the Main street in the Village with a depth of 94 feet, more or less, back to this garage but not including the garage.

12. Will you please tell the Court indetail the improvements on this front lot?

A. There is a one story frame building used as a storeroom and dwelling, the major portion of the building is occupied as a store.

13. What is the size of the store property?

A. 30 X 40 feet. Including the storage room on the West side is ten feet more, a total of 40 X 40 feet.

14. Then the storage room at the West side is 10 X 40?

A. Yes.

15. What other improvement is found at the rear of the store room?

A. There is a kitchen, a bath, a room occupiedmas office and a bedroom.

16. What is the depth going back from the store room of that improvement?

A. About 10X12. All along the West side of the store building from the front to the rear there is a store room 30X30.

17. I tell you that in 1930 Clifford Purner bought all of this property from his brothers and sisters, and that at the time of his purchase the improvement on the front lot 109X94 was only the storeroom which you have described as being 30 feet front by 40 feet deep, please state what, in your opinion was the reasonable market value of that portion of the whole property in the year 1930?

A. I value the lot, in 1930, that is to say 109 X 94 feet at $600, and the store building without the additions at ---------- $1900

making a total of ---------- $2500.

18. I further tell you that after Clifford Purner bought this property which you have said was worth $2500 in 1930, he added the storage room, and what is now the apartment at the rear, and that the rear part which is now an apartment was only a storage room before the apartment was fitted out, what, in your opinion, is a fair additional value for that storeroom ten feet wide running back from the front street and around the Northwest corner and across the back of the store building?

A. $650, making a total valuation of the property after the improvements were made of $3150.

19. What, in your opinion is the entire present market value of this front property with the improvements as they stand today with the improvements as fitted out today?

A. I doubt very much whether the property would bring more than $3150 on the present market.

20. I tell you that the property has been sold to the present tenant of the store, November 30th, 1940, by Contract of Sale, which I show you and which is filed in this case wherein the purchase price is fixed at $3,000, please state whether or not, in your opinion, that is a fair sale price for that property at that time?

A. I am of the opinion that it was.

21. Taking up the remaining portion of the whole property beginning at the rear line of the front lot which is 84 feet back from the front street, please state what that property consists of?

A. It consists of a lot 109 X 306 feet, more or less.

22. What improvements did you find there?

A. Improved by a two car metal garage with a shed attached near the rear boundary line of the front lot and back from the side street; it is also improved by a frame bungalow with two bedrooms, bath, living room, kitchen open front porch and enclosed side porch extending from the rear of the building out as far as a line drawn across the front of the front porch and on the Main street side of the bungalow.

23. What other improvements did you find there?

A. There is a new dwelling at the rear of this lot, modern two story stucco dwelling.

24. It is a fact that this stucco building was put there by Clifford Purner himself long after he bought the whole property so we do not need to have your estimate of the value of this.

Please state the value of the entire rear lot in 1930?

A. $500.

25. What was the value, in your opinion, in 1930 of the rear lot with the garage you have mentioned and the bungalow with the front porch but without the sun parlor at the South side thereof?

A. $2500; Garage $ 300
Bungalow $2200 $2500 plus the land $500.

26. What is the present value of the improvements with the addition only of the sun parlor?

A. $2800.

27. What is the value of this whole rear property as it stood in 1930 with the garage and bungalow without the sun parlor on the West side of the bungalow?

A. $3,000.

28. This sun parlor has been constructed as we know by Clifford Purner since 1930, what is your opinion of the reasonable market value of this property with the sunparlor, whenever it was put up?

A. $3300.

29. Is that or not your estimate of the fair and reasonable market value of this whole property today including the sunparlor but not including the stucco house at the rear?

A. Yes it is.

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 2nd day of March 1943.

Marvin I. Anderson (Seal)

Examiner.

Filed March 2" 1943.

AUDITOR'S REPORT AND ACCOUNT. --- Filed March 17th., 1943.

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 Henry W. Purner, a non compos mentis. in ac. with Emanuel Klawans and John S. Strahorn, Trustees

To Trustee, John S. Strahorn, fee as per order of Court of 3/1/43		$ 150.00
To Trustees for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Defendant's Solicitor's appearance fee	10.00	
Clerk of Court - court costs	29.35	
Auditor	9.00	58.35
To Trustees for Expenses, viz:		
Capital-Gazette Press - publishing Order Nisi of 10/22/42	15.75	
Capital-Gazette Press - publishing Order Nisi of 1/28/43	5.00	
Capital-Gazette Press - Order nisi on Auditor's acct.	5.00	
Charles F. Lee - appraiser & witness fees	30.00	
John S. Strahorn - examiner	8.00	
Marvin I. Anderson - examiner	4.00	
Juliet D. Strahorn - stenographer	11.50	
Clerk of Court - certified copy of deed	1.25	
Register of Wills - certified copy will	2.00	82.50
To Clifford C. Purner - allowance for one-fourth interest in value of real estate for improvements made by him, order of Court of 2/28/43	125.00	
To Clifford C. Purner - allowance for amount expended by him for support and maintenance of Henry W. Purner, order of Court of 2/28/43	548.66	673.66
To Fred A. Purner, Guardian of Henry W. Purner - this balance		535.49
		$1,500.00

Cr.	Nov. 30 1940	Proceeds of sale of one-fourth interest to Maurice Snyder, as per contract filed	750.00
	Jan. & 1943	Proceeds of sale of one-fourth interest in remaining property to Clifford C. Purner, as per contract filed	750.00
			$1,500.00

ORDER NISI.

ORDERED, This 17th., day of March, 1943, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 19th., day of 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 19th., day of April next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., April 7, 1943.

We hereby certify, that the annexed Order Nisi - No. 8245 Equity - Henry W. Purner 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 April, 1943. The first insertion being made the 18th day of March, 1943.

The Capital-Gazette Press, Inc.
By Florence Ossry

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of April, 1943, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,
C. J.

Filed April 20th., 1943.

RECEIPT --- Filed May 18th., 1943.

April 22, 1943.

The undersigned does hereby acknowledges receipt of Six hundred seventy three dollars and seventy-six cents ($673.76), allowed to him in the auditor's account stated in Cause No. 8245 In the Circuit Court for Anne Arundel County titled "In the Matter of Henry W. Purner, A Non Compos Mentis"; said sum being received by way of a credit of that amount on account of the purchase price of Seven Hundred and Fifty Dollars owed by the undersigned for land sold to him in said proceeding.

Signed, Clifford C. Purner (SEAL)

Filed May 18th., 1943.

Annapolis Emergency Hospital Association and	:	No. 8358 Equity.
The Chase Home, Inc.	:	In the Circuit Court
Plaintiffs.	:	
Vs.	:	for
Frank H. Stockett, Jr.	:	Anne Arundel County.
Defendant.	:	

BILL OF COMPLAINT. --- Filed May 28" 1942.

To the Honorable, the Judge of said Court:

Your orators, complaining, say:

1. That your orators are the residuary legatees under the Last Will and Testament of John Clayton Brewer, and by virtue of a decree of the Circuit Court for Anne Arundel County, passed in a cause entitled, "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 said Court pending, dated October 14, 1940, your orators became the absolute owners of certain personal property and certain real estate belonging to the said John Clayton Brewer, as by reference to said proceedings will clearly appear.

2. That among the parcels of real estate to which your orators are entitled as owners, is all that lot or parcel of ground and improvements designated as Number 69 Franklin Street, in the City of Annapolis, State of Maryland, and being the same lot or parcel of ground which was conveyed to Frank H. Stockett by deed dated December 16, 1913, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 104, folio 199, a certified copy of which deed is filed herewith as a part hereof.

3. That, under the provisions of said deed, the property described therein, should have been conveyed by the said Frank H. Stockett, as trustee, to the said John Clayton Brewer, but the said Frank H. Stockett departed this life some time prior to the death of the said John Clayton Brewer, thereby leaving the title to said property with a cloud on it, and according to the terms of said deed, there is an ambiguity as to the technical title ownership of said property.

4. That, from the provisions in the habendum clause of said deed, which is inconsistent with the granting clause, there is a technical title to said property in the heirs of the late Frank H. Stockett, but the true owner of said property during his lifetime was the said John Clayton Brewer, now deceased.

5. That the defendant, Frank H. Stockett, Jr., single, is the only heir-at-law of the said Frank H. Stockett, former Trustee, and he is willing to have said property conveyed by a trustee appointed by this Court, to your orators, as the true owners.

6. That your orators have sold said property, and the purchaser desires to have the title vested in your orators prior to its being conveyed to said purchaser.

To the end, therefore,

(1) That this Court appoint a trustee, and authorize him to convey said property unto your orators in fee simple.

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

May it please your Honor to grant unto your orators the writ of subpoena, directed to the said defendant, Frank H. Stockett, Jr., residing at 22 State Circle, Annapolis, Maryland,

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

And as in duty bound, etc.

Benjamin Michaelson

Solicitor for Plaintiffs.

Filed May 28" 1942.

Certified Copy of Deed from Julian Brewer to Frank H. Stockett--Plaintiff's Exhibit A.

Filed May 28" 1942.

This Deed Made this Sixteenth day of December, Nineteen Hundred and Thirteen, between Julian Brewer, widower, of the City of Annapolis, State of Maryland, of the one part, and Frank H. Stockett of the City and State aforesaid, of the other part.

Whereas, Julian Brewer is seized in fee of all that lot of ground, with the improvements thereon erected, situate in the City of Annapolis, Md. located in and known as No. 69 Franklin Street, which said lot of ground was conveyed to the said party of the first part, by Winfield Scott Schley, and wife by deed dated the First day of November, Nineteen Hundred and Five, and recorded among the Land Records of Anne Arundel County, in Liber G. W. No. 47, folio 26&c. and hereafter more particularly described.

Now, Therefore, This Deed Witnesseth, that for and in consideration of the sum of Five Dollars, current money, in hand paid, by the said Frank H. Stockett to the said party of the first part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said Julian Brewer, has granted bargained and sold, and by these presents does grant bargain sell and convey unto the said Frank H. Stockett in fee simple, the above mentioned lot of ground.

Beginning for the same it being located on the West side of Franklin Street formerly Doctor Street, at a point in the line of said Street, sixty feet in a North Easterly direction from the North East corner of said Street and Cathedral Street, and running thence with the line of said Franklin Street in a South Westerly direction the distance of twenty-eight feet three inches to the center line of the division wall separating the building on this lot and the residence of the late George E. Franklin, thence running in a westerly direction and at right angles of said Franklin Street, and with the said center line of the division wall the distance of One Hundred and Forty One feet to the division fence seprating this lot from the lot in the rear thereof, thence running at right angles to said last mentioned line the distance of twenty-eight feet three inches to the lot formerly owned by the Farmers National Bank of Annapolis; thence with the line separating this lot from said lot owned by said Bank in an Easterly direction, the distance of One Hundred and Forty-one feet to the West line of Franklin Street, and the place of beginning.

Together with the improvements thereon erected and the rights, and appurtenances thereto belonging or appertaining, and all furniture and household effects therein contained.

To Have and To Hold the above granted property unto the said Frank H. Stockett in fee simple, in trust and confidence nevertheless that the said trustee shall hold the legal title thereto for the following uses and purposes - that is to say-

First: That the said Julian Brewer shall during the period of his life have the use and control of said premises with the furniture and household effects, therein contained, to occupy or lease the same at his will and -

Secondly: Upon and after the death of the said Julian Brewer, to hold the same for the use and benefit of Helen L. Brewer, daughter of the said grantor, upon the same terms and conditions as the same was held by the said Julian Brewer during his life, whether the said Helen, be married or single, but if married for the sole and separate use free from any control or interferance of her husband.

Upon the death of the said Helen, subsequent to the death of her said father, childless, than this trust to cease, and the the fee in the said lot of ground to be conveyed to J. Clayton Brewer, son of the said grantor, that should the said Helen L. Brewer die subsequent to the death of her said father leaving a child or children or descendants of a child or children, then said trust to cease, and the said lot to be conveyed to the said J. Clayton Brewer and to such child or children, or descendants of such child or children in equal moities.

That should the said Helen L. Brewer die prior to the death of the said Julian Brewer, then the said trust shall cease, and the Trustee shall forthwith reconvey the said property to the said Julian Brwewe in fee.

That the said J. Clayton Brewer may at any time after the death of the grantor, and during the life of the said Helen convey to her all his interest and estate in and to the said lot of ground, and on the happening of which event the trust shall cease, and the fee be conveyed to the said Helen.

That at any time after the execution and recording of these presents the lot of ground hereby intended to be conveyed or any part thereof may be sold by the said trustee by and with the written consent of all the parties in interest and the proceeds arising from any such sale or sales to be by the said trustee invested and the income therefrom to be applied in the same manner and direction provided for the use and enjoyment and final disposition of the said lot of ground and the improvements thereon.

Julian Brewer (SEAL)

Signed, sealed and delivered in the presence of
Rose Garner.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that on this 16th day of December, Nineteen Hundred and Thirteen, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared the above named Julian Brewer and executed and acknowledged the foregoing instrument in writing to be his act and deed.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Rose Garner

My commission expires in May 1914. Notary Public.

Recorded 17 Dec., 1913.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber G.W. No. 104, folio 199, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 26th day of January, A. D. 1942.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed May 28" 1942.

ANSWER ---- Filed June 2nd., 1942.

To the Honorable, the Judge of said Court:

The answer of Frank H. Stockett, Jr., defendant in the above cause, to the Bill of Complaint against him in this Court exhibited.

This defendant, answering, says:

1. That he neither admits nor denies the allegations in the first paragraph of said Bill of Complaint.

2. That he niether admits nor denies the allegations in the second paragraph of said Bill of Complaint.

3. That he admits the allegations in the third, fourth and fifth paragraphs of said Bill of Complaint

4. That this defendant is satisfied for this Court to appoint a trustee with full power and authority to grant and convey unto the plaintiffs the property mentioned in these proceedings free and clear of any claims or demands against the same on the part of this defendant.

Having fully answered, this defendant prays to be hence dismissed with his costs.

And as in duty bound, etc.

Wilbur R. Dulin
Atty for Defendant.

Frank H. Stockett, Jr.
Defendant.

Filed June 2nd., 1942.

Annapolis Emergency Hospital Association, et al.

Vs.

Frank H. Stockett, Jr.

No. 8358 Equity.
In the Circuit Court for
Anne Arundel County.

DECREE --- Filed June 9" 1942.

This cause having been presented to the Court on Bill and Answer, and counsel for the parties having been heard.

It is thereupon this 9th day of June, 1942, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that Benjamin Michaelson be, and he is hereby appointed trustee, and he is hereby authorized as such trustee to execute a deed granting and conveying the property mentioned and described in this cause, in fee simple unto the said Annapolis Emergency Hospital Association and The Chase Home, Inc., free and clear from any right, title and interest of the defendant, Frank H. Stockett, Jr., or from any and all persons claiming by from or under him.

And it is hereby further adjudged, ordered and decreed that the plaintiffs pay the costs of this suit.

Ridgely P. Melvin, Judge.

Filed June 9" 1942.

In The Matter of the Petition of	:	No. 8360 Equity.
Philip Roberto and Bernice F. Roberto,	:	In The Circuit Court for
His Wife.	:	Anne Arundel County.
	:	

PETITION AND ORDER May 28, 1942. --- Filed May 28" 1942.

To the Honorable, the Judge of said Court:

The Petition of Philip Roberto and Bernice F. Roberto, his wife, respectfully represents:

FIRST: That they are husband and wife, and reside at Forest View Road, Linthicum, Anne Arundel County, in the State of Maryland.

SECOND: That they desire that their names of Philip Roberto and Bernice F. Roberto shall be changed to Philip Robert and Bernice F. Robert, respectively, for the reason that they were married under the name which they desire; that the name which they wish is more euphonious than the name which they now bear, and is the name by which they are known to their friends and acquaintances, and which they have been using for many years.

Your Petitioners therefore pray that their names may be changed to Philip Robert and Bernice F. Robert, respectively.

And, as in duty bound, etc.

James F. Matousek
Solicitor for Petitioners.

Philip Roberto
Bernice F. Roberto
Petitioners.

AFFIDAVIT.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 30th day of April, in the year one thousand nine hundred and forty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared PHILIP ROBERTO and BERNICE F. ROBERTO, 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)

Raymond C. Pagel
Notary Public.

My Commission expires May 3, 1943.

DECREE.

Upon consideration of the aforegoing Petition and affidavit, it is thereupon, this 28th day of May, 1942, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, In Equity, and by the authority of this Court, ADJUDGED, ORDERED and DECREED, that the names of PHILIP ROBERTO and BERNICE F. ROBERTO, his wife, of Anne Arundel County, State of Maryland, be and the same are hereby changed from PHILIP ROBERTO and BERNICE F. ROBERTO to PHILIP ROBERT and BERNICE F. ROBERT, respectively, as prayed in said Petition; and that the said Petitioners pay the costs of these proceedings to be taxed by the Clerk.

Ridgely P. Melvin, Judge.

Filed May 28" 1942.

In the Matter of the Sale of the Mortgaged : No. 8361 Equity.
Real Estate of Belva Lord Ravenburg and : In the Circuit Court for
Husband. : Anne Arundel County.

Mr. Clerk:

Please docket this suit, and file original mortgage and mortgage note.

George E. Rullman, Assignee.

THIS MORTGAGE, Made this 1st day of March in the year nineteen hundred and twenty-eight by BELVA LORD RAVENBURG AND CHARLES P. RAVENBURG, her husband of Washington, District of Columbia of the first part, and the Annapolis Savings Institution, a body corporate, of Annapolis, Maryland, of the second part, witnesseth:

WHEREAS, the parties of the first part have this day received by way of loan an advance from the said Savings Institution the sum of Two thousand dollars ---($2000.00) for the payment whereof three years after date the parties of the first part have passed to said Savings Institution their promissory note of even date herewith, and for the payment of the semi-annual interest on said principal sum reserved, the said parties of the first part have also passed to the said Savings Institution their six other promissory notes of even date herewith, each being 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 payment of the aforesaid notes was a condition precedent to said loan;

NOW THIS MORTGAGE WITNESSETH: that in consideration of the premises, and of the sum of one dollar, the parties of the first part have bargained and sold, and by these presents do grant and convey unto The Annapolis Savings Institution, its successors and assigns, in fee simple, the following property:

ALL that triangular lot of ground designated as Lot No. Twenty-six (26), Section "B", South River Park, in the First Election District of Anne Arundel County, Maryland, laid down on the plat thereof recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 25, said lot being bounded on the east by Holley Road, on the north by Munroe Avenue, and on the west by Lot No. 25, as laid down on said plat.

Being part of the property conveyed unto Charles H. neely by David L. Winters and wife, by deed dated May 28th, 1920, recored among the Land Records of Anne Arundel County in Liber W.N.W. No. 32, folio 25, and being the same lot of ground which by deed dated the 17th of February 1925, recorded among said Land Records in Liber W.N. W. No. 83, folio 182, was conveyed by Charles H. Neely and wife to Belva Lord Ravenburg, party of the first part.

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

To have and to hold the above described property unto and to the proper use and benefit of The Annapolis Savings Institution, its successors and assigns forever.

The parties of the first part do hereby covenant and agree with the party of the second part that the parties of the first part will do and perform as follows, during the existence of the mortgage:

(A.) To notify the mortgagee within five days in case the property hereby mortgaged is vacated or from any cause becomes unoccupied.

(B.) To pay all taxes, assessments, public dues and charges of every kind levied or assessed or to be levied or assessed, on the property hereby mortgaged, and on the mortgage debt intended to be secured hereby.

(C.) To pay the mortgage debt hereby secured and the interest thereon promptly, according to the tenor of the aforesaid promissory notes.

(D.) To insure and keep insured in some Fire Insurance Company satisfactory to the mortgagee, its successors and assigns the buildings on the property hereby conveyed, and to cause said policy to be so framed, or endorsed, as in case of fire to insure to the benfit of the said mortgagee to the extent of two thousand dollars ($2000.), and to deliver to the mortgagee the fire insurance policy and all renewals thereof.

(E.) To keep the improvements on the land hereby conveyed in good repair, permitting no waste and suffering none to be committed.

(F.) _____

(G.) And it is agreed that until default be made under this mortgage the mortgagors shall possess the aforesaid property, and the mortgagors hereby covenant to notify the mortgagee in writing of the sale of the property hereby conveyed immediately upon a sale thereof, in which event the mortgagee reserves the right to demand payment of its mortgage debt.

(H.) Leave is hereby given to the mortgagor to pay off this debt in whole or part in sums not less than one hundred dollars at any time after one year from date upon payment of at least one year's interest and the current interest note and in consideration of the privilege to make partial payments the mortgagor hereby agrees to pay the current interest up to the interest due date next following the date of such partial payment.

PROVIDED, that if the said parties of the first part their heirs, executors, administrators or assigns shall well and truly pay the aforesaid sum of Two thousand dollars ($2000.00) together with the semi-annual interest thereon reserved, according to the tenor of the aforesaid promissory notes, and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

But if default be made in the payment of said money or the interest thereon to accrue, or any part of either of them at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for The Annapolis Savings Institution, its successors or assigns, by James M. Munroe, its Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof, as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in a manner following, viz: Upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed and published in Anne Arundel county, and such other notice as may be deemed expedient by the mortgagee or its Attorney, and, in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply, first, to the payment of all expenses incident to such sale, including an appearance fee and a fee of Fifty dollars ($50.00) and such other fee as may be allowed by the Court upon sufficient reason shown therefor; and the premium on any bond that may be given for the faithful execution of his trust by the party making the sale. Second, to the payment of a commission to the party making the sale of said

property at the rate allowed to trustees for making sales under decree of the Circuit Court for Anne Arundel county, in Equity. Third, to the payment of all claims of the said mortgagee, its successors or assigns under this mortgage whether the same shall have matured or not, and the surplus, if any there be, to be paid to the said mortgagors, their personal representatives or assigns, or to whomever may be entitled to the same, and in event of default under this mortgage and advertisement of the property for sale and settlement of the claims of mortgagee before the sale the mortgagors shall pay all costs and expenses and an appearance fee, and one-half the commissions as above provided, said commissions to be calculated on the amount of the mortgage debt and interest and to be not less than twenty-five dollars,

WITNESS, the hands and seals of the said mortgagors.

Test:--

C. H. Neely

Belva Lord Ravenburg (Seal)

Charles P. Ravenburg (Seal)

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that on this 14th day of March in the year nineteen hundred and twenty-eight before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel county, aforesaid, personally appeared, Samuel Brooke, the Cashier and Secretary of The Annapolis Savings Institution the within nmaed mortgagee and made oath, in due form of law, that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth and that he is the Cashier and Secretary of the within named mortgage and duly authorized to make this affidavit.

Witness my hand and seal Notarial.

(NOTARIAL SEAL)

Mary Elizabeth Brown

Notary Public.

DISTRICT OF COLUMBIA, to wit:

I hereby certify that on this 1st day of March in the year nineteen hundred and twenty-eight before me the subscriber, a Notary Public in and for the District of Columbia aforesaid personally appeared BELVA LORD RAVENBURG and CHARLES P. RAVENBURG, her husband and acknowledged the foregoing mortgage to be their act.

As witness my hand and seal Notarial.

(NOTARIAL SEAL)

Joseph H. Bartenstein

Notary Public

Filed June 1st., 1942

For Value Received, The Annapolis Savings Institution hereby assigns the within mortgage and the debt secured hereby to George E. Rullman, for the purpose of foreclosure.

Witness the name of The Annapolis Savings Institution by its President, whose signature is attested by its Cashier and Secretary and its corporate seal affixed this 29th day of May, 1942.

Attest: (CORPORATE SEAL)

Sam'l Brooke, Cashier and Secretary.

Annapolis Savings Institution

B. Allein Welch, President

Received for Record 1 day of June, 1942, at 2-20 o'clock P. M. and the same day recorded in Liber F. S. R. No. 5 Fol. 240, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

STATEMENT OF MORTGAGE DEBT. --- Filed June 1" 1942.

$2000.00 Annapolis, Md., March 1st, 1942.

Three years after date we promise to pay To The Annapolis Savings Institution, Two thousand and no/100 ----------Dollars, at Annapolis Savings Institution, Annapolis, Md.

Value Received. Secured by Mortgage of even date.

Belva Lord Ravenburg

1630 Hobart St. N. W. Washington, D. C. C. P. Ravenburg

Belva Lord Ravenburg and Charles P. Ravenburg, her husband

to Annapolis Savings Institution

To Balance due on mortgage loan	$1,567.50
To Interest to June 23, 1942	77.58
Total ----------	$1,645.08

Sam'l Brooke, Secretary and Cashier.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

I hereby certify that on this 1st day of June, in the year 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Samuel Brooke, Secretary and Cashier of the Annapolis Savings Institution, and made oath in due form of law that the matters and facts set forth in the foregoing Statement of Mortgage Debt are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith,

Notary Public.

Filed June 1" 1942.

In the Matter of the Sale of the Mortgaged Real Estate of Belva Lord Ravenburg and Husband. No. 8361 Equity. In the Circuit Court for Anne Arundel County.

Affidavit under Soldiers and Sailors Civil Relief Act. --Filed June 1" 1942.

Affidavit

In compliance with Soldiers and Sailors Civil Relife Act of Congress October, 1940, and Soldiers and Sailors Civil Relief Act Art. 87A Bagby's Annotated Code of Maryland, 1939 Ed.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO-WIT:--

George E. Rullman, being first duly sworn, on oath deposes and says that he is the duly authorized agent of the Annapolis Savings Institution, the plaintiff in the above entitled cause, and makes this affidavit on its behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress October, 1940, and Soldiers and Sailors Civil Relief Act, Art. 87A Bagby's Ann. Code of Md., 1939 Ed., that on behalf of plaintiff careful investigation has been made to ascertain whether or not the above named defendants are not in the military service of the United States and that as a result of said investigation affiant has discovered and does hereby make oath that said defendants are not in the military

service of the United States; that is to say said defendants are not members of the Army, of the United States, The United States Navy, the Marine Corps, the Coast Guard, and are not officers of the Public Health Service detailed by proper authority for duty either with the Army or Navy, and said defendants are not on active duty with any of the branches aforesaid, nor are said defendants under training or education under the supervision of the United States preliminary to induction into the military service, but are employed as civilians and not subject to aforesaid.

George E. Rullman
Attorney and Agent. Affiant.

Subscribed and sworn to before me this 1st day of June, 1942.
(NOTARIAL SEAL)
Granville Lee Meredith
Notary Public.

Filed June 1" 1942.

Bond -- Filed & Approved this 1st. day of June 1942. -- John H. Hopkins, 3rd., Clerk.

KNOW ALL MEN BY THESE PRESENTS:

That We, George E. Rullman, of 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 Two Thousand ($2,000.00) ---Dollars, to be paid to the said State or its certain attorney, to which payment, well and truly to be made, 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 1st day of June in the year of our Lord nineteen hundred and forty-two

WHEREAS, the above bounden George E. Rullman, by virtue of a power contained in a mortgage from Belva Lord Ravenburg and Charles P. Ravenburg, her husband, to The Annapolis Savings Institution, dated March 1, 1928, and recorded in Liber F. S. R. No. 5 folio 237 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
Granville Lee Meredith
Attest:
Dorothy A. Roberts, Secretary.

George E. Rullman (Seal)
(CORPORATE SEAL) MARYLAND CASUALTY COMPANY
Per Chas. F. Lee of
Chas. F. Lee & Co. Agents

Filed June 1st., 1942.

REPORT OF SALE.

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 Belva Lord Ravenburg and Charles P. Ravenburg, her husband, dated March 1, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 5, folio 237, to make sale of the property therein described in case of default, and default having occurred thereunder the said George E. Rullman, as Assignee of said mortgage, which assignment has been duly recorded among the Land Records of Anne Arundel County, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale be advertisement 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 case 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, June 23, 1942, at 11:00 o'clock A. M., and then and there sold the said property to The Annapolis Savings Institution, at and for the sum of TWO THOUSAND DOLLARS ($2,000.00), it being then and there the highest bidder therefor, and said property being described as follows:

ALL that triangular lot of ground designated as Lot No. Twenty-six (26), Section "B", South River Park, in the First Election District of Anne Arundel County, Maryland, laid down on the plat thereof recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 25, said lot being bounded on the east by Holley Road, on the north by Munroe Avenue, and on the west by Lot No. 25, as laid down on said plat.

Being part of the property conveyed unto Charles H. Neeley by David L. Winters and wife, by deed dated May 28, 1920, recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 32, folio 25, and being the same lot of ground which by deed dated the 17th day of February, 1925, was conveyed by Charles H. Neely and wife to Belva Lord Ravenburg, said deed being recorded in Liber W. N. W. No. 83, folio 182.

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

"TERMS OF SALE: A deposit of $300.00 will be required of the purchaser on 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 24th day of June, in the year 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George E. Rullman, Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth, and that said sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Granville Lee Meredith

Notary Public.

ADVERTISEMENT OF SALE.

Assignee's Sale of valuable - Summer Residence Property

Improved by a Bungalow and Garage, located at South River Park, in the First Election District of Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from Belva Lord Ravenburg and Charles P. Ravenburg, her husband, dated the 1st day of March, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 5, folio 237, said mortgage having been duly assigned to the undersigned, he, the said undersigned, will offer for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, June 23, 1942, at 11:00 o'clock A. M. the following described property:

All that triangular lot of ground designated as Lot No. twenty-six (26), Section "B", South River Park, in the First Election District of Anne Arundel County, Maryland, laid down on the plat thereof recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 25, said lot being bounded on the east by Holley Road, on the north by Munroe avenue, and on the west by Lot No. 25, as laid down on said plat.

Being part of the property conveyed unto Charles H. Neely by David L. Winters and wife, by deed dated May 28, 1920, recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 32, folio 25, and being the same lot of ground which by deed dated the 17th day of February, 1925, was conveyed by Charles H. Neely and wife to Belva Lord Ravenburg, said deed being recorded in Liber W.N.W. No. 83, folio 182.

TERMS OF SALE: A deposit of $300 will be required of the purchaser on 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.

Auctioneer's Certificate and Purchaser's Agreement.

I, George W. Scible, Auctioneer, do hereby certify that I did offer at Public Sale at the Court House Door, Annapolis, Maryland, on Tuesday, June 23, 1942, the within described property, and then and there sold the same to The Annapolis Savings Institution, at and for the sum of TWO THOUSAND DOLLARS ($2,000.00), it being then and there the highest bidder therefor.

Witness:

Granville Lee Meredith

Geo. W. Scible,

Auctioneer.

I, B. Allein Welch, President of the Annapolis Savings Institution, do hereby certify that I did purchase on behalf of the Annapolis Savings Institution the within described property, at the Court House Door, Annapolis, Maryland, on Tuesday, June, 23, 1942, at and for the sum of Two Thousand Dollars ($2,000.00), and hereby agree to comply with the terms of sale as herein set forth.

Witness:

Granville Lee Meredith.

ANNAPOLIS SAVINGS INSTITUTION

B. Allein Welch, President.

ORDER NISI.

ORDERED, this 24th., day of June, in the year 1942, 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 be shown on or before the 25th., 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 25th., day of July next.

The report states the amount of sales to be $2,000.00.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., July 25, 1942.

We hereby certify, that the annexed Order Nisi - Sale - Equity 8361 - Belva Lord Ravenburg - was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th., day of July 1942. The first insertion being made the 25th., day of June, 1942.

The Capital-Gazette Press, Inc.

By L. L. French.

ORDERED BY THE COURT, this 28th day of July, 1942, 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 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.

Filed July 28" 1942.

Auditor's Report and Account.

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 Belva Lord Ravenburg and husband in ac. with George E. Rullman, Assignee.

To Assignee for Fee	$ 50.00	$
To Assignee for commission	93.00	143.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's Appearance fee	10.00	
Clerk of Court - costs	14.20	
Auditor	9.00	33.20
To Assignee for Expenses, viz:		
Capital-Gazette Press - Advertising sale	22.50	
Capital-Gazette Press - handbills	5.75	
Capital-Gazette Press - order nisi on report of sale	5.00	

To Capital-Gazette Press - order nisi on auditor's acct.	$ 5.00	$
C. F. Lee & Co. - bond premium	20.00	
George W. Scible - auctioneer	15.00	
C. F. Lee & Co. - insurance premiums - 1942 and 1943 adjusted	18.75	
Clerk of Court - recording assignment	.75	
Granville L. Meredith - Notary fees	1.50	
One-half Federal Revenue stamps	1.10	
One-half State revenue stamps	1.00	96.35
To Assignee for Taxes, viz:		
1941 State and County taxes	70.59	
1942 State and County taxes ($62.20-adj)	29.91	100.50
To Annapolis Savings Institution, mortgagee on acc't mortgage claim		1,626.95
		$2,000.00
Amount claim filed	1,645.08	
Cr. amount allowed as above	1,626.95	
Balance subject to Decree in Personam	$ 18.13	
Cr. June 23 1942 Proceeds of Sale		$2,000.00

ORDER NISI.

ORDERED, This 31st day of July, 1942, 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 31" 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 31" day of August next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., August 31, 1942.

We hereby certify, that the annexed Order Nisi - No. 8361 Equity- Belva Lord Ravenburg & husband 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 August 31st day of August, 1942. The first insertion being made the 1st day of August, 1942.

The Capital-Gazette Press, Inc.

By Anne Bennett

Filed July 31" 1942

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of Sept.,1942, 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.

Filed Sept. 1" 1942

Madalen Luzier and George Luzier	:	No. 8363 Equity.
Vs.	:	In the Circuit Court for
Raymond Newton	:	Anne Arundel County.

Petition for Adoption of Infant, and Order of Court Thereon. --Filed June 2" 1942.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Madalen Luzier and George Luzier, her husband, respectfully shows:

1: That they are residents of Anne Arundel County, State of Maryland

2: That the Defendant, Raymond Newton, was the former husband of Madalen Luzier; they were divorced by this Honorable Court on the 15th day of August, 1939, proceedings being known as #1638 Divorces in the Circuit Court for Anne Arundel County, Maryland.

3: That as a result of the aforesaid marriage, one child was born, on December 9 , 1936, named Norman Newton, which said child has lived continuously and exclusively with your petitioners and its maternal grandmother, since its birth.

4: That on September 13, 1939, your petitioners were married and have one child, now several months old.

5: That there is a natural strong affection existing between your petitioners and the infant Norman Newton, and, in as much as the Defendant, Raymond Newton, has never shown any interest in the child, and has never contributed to its support, your petitioners feel that it would be to the best interest of the child for your petitioners to adopt the said Norman Newton and to have its name changed to Norman Luzier to the end that he may be reared as their own.

6: That your Petitioner, George Luzier, is employed by the Bethlehem Shipbuilding Company, at approximately $60.00 per week, and is able and willing to provide and care for said infant, and is prepared to show that the child's welfare and happiness will be promoted by such adoption.

To the End Therefore:

That a decree may be passed declaring that said infant may be the adopted child of the petitioners, Madalen Luzier and George Luzier.

That the name of said infant be changed to that of Norman Luzier.

That such other and further relief as the nature of this case may require.

May it please your Honors to grant unto the Petitioners the writ of sub poena against the said Raymond Newton, Washington Avenue, Clark's Station, Anne Arundel County, Maryland, commanding him to appear in this Court at some certain date to be named therein to answer the premises and abide by and perform such decrees as may be passed therein.

And As In Duty Bound, etc.

Madalen Luzier

Marvin I. Anderson

George Luzier

Solicitor for Petitioners.

Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 1st day of June 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Madalen Luzier and George Luzier, her husband, and made oath in due form of law that the matters and

facts herein stated are true.

As Witness my hand and seal Notarial.

(NOTARIAL SEAL)

Geneva H. Anderson

Notary Public.

Filed June 2" 1942.

ORDER

Upon the foregoing petition and affidavit, it is this 2nd day of June 1942, by the Circuit Court for Anne Arundel County, sitting in Equity, ORDERED that the Defendant, Raymond Newton, show cause on or before the 16th day of June, 1942, why the infant, Norman Newton, should not be declared to be the adopted son of Madalen Luzier and George Luzier, her husband, and his name changed to Norman Luzier; provided a copy of this petition and order be served upon the said Raymond Newton on or before the 5th day of June, 1942.

Ridgely P. Melvin, Judge.

Filed June 4" 1942.

SUMMONS.

Maryland, Sct.

THE STATE OF MARYLAND

To Raymond Newton 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 July next, to answer the complaint of Madalen Luzier & husband, against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable WM. HENRY FORSYTHE, Jr. Chief Judge of the said Court, the 4th day of May, 1942.

ISSUED 4th day of June 1942.

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 July 1942.

(M. I. Anderson, Sol.)

Summoned the defendant and a copy of process with copy of Bill of complaint and Order of Court left in his hands this 4" day of June 1942.

Returnable 1st Monday July 1942.

Russell C. Turner, Sheriff.

CONSENT OF RAYMOND NEWTON. ---

June 3rd., 1942.

I, Raymond Newton, the father of Norman Newton, do hereby consent to his adoption by George and Madalen Luzier, and to the change of his name from Newton to Luzier.

WITNESS: Virginia Russell

Raymond Newton

Raymond W. Newton

Filed June 17" 1942.

CERTIFICATE OF CHARACTER

June 5, 1942.

We the undersigned having known Madalen Luzier and George Luzier for the past 7 7/8 years believe them to be of good moral character and fit persons to adopt the said Norman Newton.

Carl V. Querry
Odenton, Md.
Mrs. Lela Oxenham
Severn, Md.
Mrs. Harry Crawford
Severn, Md.

Filed June 17" 1942.

MADALEN LUZIER and GEORGE LUZIER
vs.
RAYMOND NEWTON

No. 8363 Equity.
In the Circuit Court for
Anne Arundel County.

ORDER OF COURT June 17, 1942---

Upon consideration of the aforegoing petition, consent and certificate of character, the Court being satisfied, upon careful investigation that the best interests and welfare of such child will be thereby promoted; it is thereupon this 17th day of June, in the year 1942, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered and decreed that the said Norman Newton be, and he is hereby expressly declared the adopted child of the said Madalen Luzier and George Luzier, her husband, 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 Norman Newton be and it is hereby changed to Norman Luzier.

And it is further ordered that the petitioners pay the costs of these proceedings, to be taxed by the clerk.

Ridgely P. Melvin, Judge.

Filed June 17" 1942.

In the Matter of the Adoption : No. 8364 Equity
of : In the Circuit Court for
Nancy Lee Arnold, an infant : Anne Arundel County.

Mr. Clerk:

Please file and lay before the Court.

George B. Woelfel
Solicitor for Petitioners

Petition for adoption, consent thereto and order of Court thereon.-Filed June 5" 1942.

To the Honorable, the Judge of said Court:

The petition of George Frantum and Margaret Frantum, his wife, respectfully shows:

1. That heretofore, to wit: On the 29th day of March, 1941, your Petitioners were legally married by a duly ordained minister of the Gospel in the Village of Linthicum Hgts., Anne Arundel County, Maryland.

2. That immediately after their marriage they went to Baltimore and resided at No. 613 Washington Boulevard where they are still located and have their place of abode.

3. That it has not been the pleasure of our Almighty God to bestow upon your Petitioners any children when and as a matter of fact both of your Petitioners are eager and anxious to raise a child.

4. That Miss Clara Arnold on the third day of May last gave birth to an illegitimate child in the Emergency Hospital in the City of Annapolis, Maryland, which said child your Petitioners are willing and anxious to adopt and the said Clara Arnold is satisfied that the said Petitioners adopt her said child as she is certain that your Petitioners would take good care of the said infant and would raise it as though the said child were their own.

5. That one of your Petitioners, to wit: George Frantum is now and has been since January past been working for Eddie's Super Market where he receives a salary of $32 per week and the other Petitioner, Margaret Frantum, his wife, now works for the Standard Gas Equipment Corporation at a salary of $23 per week, nevertheless, if your Honor shall sign the decree of adoption in this case the said Margaret Frantum will discontinue work and take care of the child which said action on her part has met with the approval of her husband so that your Petitioners are financially able to maintain and raise the aforesaid infant. Moreover, your Petitioners desire to call your Honor's attention to the fact that neither of them have ever been convicted of any crime of whatsoever nature and kind other than one traffic violation for exceeding the speed limit whereby he was compelled to pay a fine of five dollars and costs.

Wherefore, your Petitioners pray:

1. That your Honor may pass a decree of adoption in this case declaring the said Nancy Lee Arnold to be the legally adopted child of your Petitioners with all the rights and privileges as are afforded both the said infant and its foster parents by the Laws of the State of Maryland in such cases made and provided.

2. That the name of the said infant may be changed from that of Nancy Lee Arnold to Nancy Lee Frantum.

3. That your Petitioners may have such other and further relief as their case may require.

And as in duty bound, etc.

George Frantum
Margaret Frantum
Petitioners.

George B. Woelfel
Solicitor for Petitioners.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 4th day of June, in the year 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George Frantum and Margaret Frantum, his wife, who made oath in due form of law that the matters and facts set forth in the aforegoing petition of adoption are true to the best of their knowledge and belief.

Witness my hand and seal Notarial.

(_____)

Mary M. Hoff
Notary Public.

I, Clara Arnold, mother of the said infant child Nancy Lee Arnold, do hereby certify that I have read the aforegoing petition and believe the same to be true and by my signature hereto I do consent to the passage of a decree for the adoption of my child as prayed herein.

Miss Clara Arnold

Filed June 5" 1942.

ORDER OF COURT

Upon the aforegoing petition, affidavit and consent, it is this 5th day of June, 1942, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED that Nancy Lee Arnold, infant, born May 3rd, 1942, be, and she is hereby declared to be the adopted child of the said George Frantum and Margaret Frantum, his wife, with all the rights and privileges afforded the said infant by the Laws of the State of Maryland in such cases made and provided.

And it is further ADJUDGED, ORDERED and DECREED by the authority aforesaid that the name of Nancy Lee Arnold be, and the same is hereby changed to Nancy Lee Frantum.

And it is further ORDERED by the authority aforesaid that the Petitioners pay the costs of these proceedings.

Ridgely P. Melvin, Judge.

Filed June 5" 1942.

In the Matter of the Adoption	:	No. 8370 Equity
of	:	In the Circuit Court for
Helen Virginia Davenport, adult.	:	Anne Arundel County.

Petition for adoption, affidavit, consent for adoption and Order of Court thereon.

Filed June 23" 1942.

To the Honorable, the Judge of said Court:

The petition of Lyda Lee Warner, widow of Henry E. Warner, respectfully represents:

1. That your petitioner, Lyda Lee Warner, and her late husband, Henry E. Warner, during the lifetime of the said Henry E. Warner, took into their care and custody an infant child, two years old, which child was a foundling, and was delivered into their care and custody by the Childrens' Aid Society of Talbot County in May, 1922.

2. That your petitioner and her late husband raised said child from infancy and educated her, and she is now twenty-two years of age.

3. That since the death of your petitioner's husband, the late Henry E. Warner, your

petitioner has been very much alone, except for the companionship of the said Helen Virginia Davenport, who has used the name of Helen Gertrude Warner since she has been in the care and custody of your petitioner.

4. That your petitioner desires to adopt the said Helen Virginia Davenport as her lawful daughter, and desires to have said daughter bear the name of Helen Gertrude Warner.

5. That your petitioner is financially able to support the said Helen Virginia Davenport, and desires to make her the beneficiary of a part of your petitioner's estate.

6. That the said Helen Virginia Davenport will consent to the passing of a decree declaring her to be the legally adopted daughter of your petitioner.

7. That the parents, next-of-kin or any other relatives of the said Helen Virginia Davenport are unknown, and your petitioner has no knowledge of any living relatives who might be interested in the said Helen Virginia Davenport.

8. That your petitioner has been a resident of Anne Arundel County for a long period of time and now resides therein.

Wherefore, your petitioner prays this Honorable Court to pass a decree in the premises, declaring the said Helen Virginia Davenport to be the legally adopted daughter of your petitioner and also authorizing the said Helen Virginia Davenport to assume the name of Helen Gertrude Warner.

And as in duty bound, etc.

Benjamin Michaelson
Solicitor for Petitioner.

Lyda Lee Warner
Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 21st day of June, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lyda Lee Warner, petitioner, and made oath in due form of law that the matters and things set forth in the foregoing petition are true to the best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Lina Johnson
Notary Public.

ORDER OF COURT

UPON the foregoing petition, affidavit, and consent for adoption, it is hereby adjudged, ordered and decreed this 23rd day of June, 1942, by the Circuit Court for Anne Arundel County in Equity, that Helen Virginia Davenport be, and she is hereby decreed to be the legally adopted daughter of Lyda Lee Warner, and she, the said Helen Virginia Davenport is hereby authorized to assume the name of Helen Gertrude Warner as her legal name.

Ridgely P. Melvin,
Judge.

Filed June 23" 1942.

EX PARTE In the Matter of the : No. 8372 Equity.
Adoption of : In the Circuit Court for
Leonard Elmer Pierce Williams (Infant) : Anne Arundel County.

PETITION FOR ADOPTION AND CHANGE OF NAME. ---

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Thomas Howard Dixon and Mabel Annie Dixon, his wife, respectfully represents unto Your Honor:

1. That the said infant, Leonard Elmer Pierce Williams, was born in Baltimore City, State of Maryland, on October 21, 1922, and now resides with your Petitioners at Old Elkridge Landing Road in the Fifth Election District of Anne Arundel County in the State of Maryland.

2. That the natural father of the said infant is unknown to your Petitioners and the natural mother of said infant, Marie Gertrude Bozel (Williams) was married to Thomas Howard Dixon one of your Petitioners on July 30, 1924.

3. That the said infant resided with his natural mother and the said Thomas Howard Dixon from the date of the aforesaid marriage until the death of the natural mother on May 6, 1925.

4. That the said Thomas Howard Dixon and the said Mabel Annie Dixon, a sister of the said natural mother, were married on July 28, 1925.

5. That the said infant has resided with and has been considered and treated as a natural son of your Petitioners ever since their said marriage; the said infant being known as Leonard Elmer Dixon ever since the marriage of the natural mother of the said infant and the said Thomas Howard Dixon.

6. That your Petitioners, Thomas Howard Dixon and Mabel Annie Dixon, his wife, desire to adopt the said infant, Leonard Elmer Pierce Williams; that they are possessed of ample means to provide for the proper support and maintenance and adoption of the said infant, and to afford him an opportunity for his future welfare and happiness; that your Petitioners have become greatly attached to the said infant during the 17 years he has been a member of their family, and they desire to continue to rear him to the best of their ability.

Your Petitioners, Therefore Pray the Court:

1. That a Decree may be passed by this Honorable Court decreeing the said infant child, Leonard Elmer Pierce Williams, to be the adopted child of your Petitioners, Thomas Howard Dixon and Mabel Annie Dixon, his wife.

2. That a Decree be passed by this Honorable Court decreeing that the name of the said infant, Leonard Elmer Pierce Williams, be changed to Leonard Elmer Dixon.

And as in duty bound, etc.

George W. Haley
Eugene M. Carozza
Solicitors for Petitioners.

Thomas Howard Dixon
Mabel Annie Dixon
Petitioners.

BALTIMORE COUNTY, STATE OF MARYLAND, to wit:

I HEREBY CERTIFY, that on this 19th day of June, 1942, before me, the subscriber, a Notary Public in and for the said County and State, personally appeared Thomas Howard Dixon and Mabel Annie Dixon, 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, information and belief.

(NOTARIAL SEAL) Evelyn M. Longest

Notary Public.

Upon the foregoing Petition and Affidavit, it is this 24th day of June, 1942, by the Circuit Court of Anne Arundel County (In Equity), ORDERED: That the said infant, Leonard Elmer Pierce Williams, be and he is hereby declared to be the adopted son of Thomas Howard Dixon and Mabel Annie Dixon, his wife; It is furthered ORDERED: That the name of the said infant, Leonard Elmer Pierce Dixon be and the same is hereby declared changed to Leonard Elmer Dixon.

Ridgely P. Melvin, Judge.

Filed June 24" 1942.

KATHARINE WILLIAMS BALDWIN, Individually and as Surviving Trustee under the Will of Frank G. Baldwin, Deceased	No. 8373 Equity.
v.	In the Circuit Court for Anne Arundel County.
SAMUEL M. HAMILL, MARY HAMILL LAMBERT and CENTRAL HANOVER BANK AND TRUST COMPANY, co-executors and co-trustees under the Will of Sarah R. Baldwin, and WILFRED ANDREWS and CENTRAL HANOVER BANK AND TRUST COMPANY, Successor to the Central Union Trust Company, co-executors and co-trustees under the Will of Carroll Baldwin, and MARIA W. PRENTICE, — SAMUEL M. HAMILL and MARY HAMILL LAMBERT, Individually.	In the Circuit Court of Baltimore City.

SPECIAL CASE STATED UNDER GENERAL EQUITY RULES NOS. 45, 46 and 47 (CODE ARTICLE 16, SECS. 227-229) FOR THE DETERMINATION OF THE COURT

KATHARINE WILLIAMS BALDWIN, individually and as surviving trustee under the Will of Frank G. Baldwin, deceased, by John M. Butler, her solicitor, MARIA W. PRENTICE, SAMUEL M. HAMILL and MARY HAMILL LAMBERT, individually, by Charles P. Coady, Jr., their solicitor, and SAMUEL M. HAMILL, MARY HAMILL LAMBERT and CENTRAL HANOVER BANK AND TRUST COMPANY, co-executors and co-trustees under the Will of Sarah R. Baldwin, deceased, and WILFRED ANDREWS and CENTRAL HANOVER BANK AND TRUST COMPANY (successor to the Central Union Trust Company, which was successor to the Union Trust Company) co-executors and co-trustees under the Will of Carroll Baldwin, by Rignal W. Baldwin, Jr., their solicitor, do hereby submit to this Honorable Court a Special Case Stated for its determination in accordance with sections 227-229 of Article 16 of Flack's Annotated Code of Maryland and General Equity Rules Nos. 45, 46 and 47, and pursuant to other sections of said Article 16 and to other statutes and the general law of the State of Maryland, and present the case and questions involved as follows:

1. That Frank G. Baldwin died on or about May 10, 1905 survived by his widow, Katharine Williams Baldwin, but leaving no children or descendants of deceased children surviving him. The said Frank G. Baldwin died testate in Baltimore City, Maryland, and his estate was duly administered in the Orphans' Court of Baltimore City. a certified copy of his Last Will and Testament, which was duly probated in the Orphans' Court of Baltimore City on May 12, 1905, is attached hereto, marked Exhibit A. Item 2 of said Will provides as follows:

"Item 2, One equal half or moiety of all of my said estate I devise and bequeath unto my said wife, Katharine Williams Baldwin, and to my brother Carroll Baldwin, their heirs, personal representatives and assigns and to the survivor of them and the heirs personal representatives and assigns of such survivor, in trust and confidence, however, to collect the income from the estate and property so held by them, and to pay over such income to my said wife, Katharine Williams Baldwin, so long as she shall live, and after the death of my said wife, to divide the principal of the trust estate equally among any children I may leave surviving me, and the descendants of any deceased child such descendants taking per stirpes and not per capita. If there shall be no children of mine living at the death of my wife, and no descendants of a deceased child, then my surviving trustee, his successor or assign, shall at the death of my said wife, divide the trust estate equally among my two sisters, Sarah R. Baldwin and Maria W. Hamill, and my brother Carroll Baldwin (one-third to each."

2. Carroll Baldwin, a brother of the testator and named in said Will as co-trustee with Katharine Williams Baldwin, died a resident of and domiciled in New York City, New York, on or about May 14, 1918, unmarried and without issue, leaving a Last Will and Testament. By the terms of paragraph "Fourth" of said Will, it was provided that one-half of the rest and residue of his estate go outright to Sarah R. Baldwin, now deceased, and the other half thereof to his executors in trust to pay the income to Maria W. Prentice (formerly Maria W. Hamill) during her life and upon her death the principal of such one-half share to go to the descendants of Maria W. Prentice in equal shares per stirpes. The said Maria W. Prentice is living and has two children, Samuel McC. Hamill and Mary Hamill Lambert, both of whom are of age; and all three are parties to these proceedings. Paragraph "Fifth" of said Will gives the trustees an immediate and unqualified power of sale, coupled with the right to give receipts. A copy of said Will is filed herewith, marked Exhibit B. By said Will, Sarah R. Baldwin, deceased, Wilfred Andrews and Union Trust Company of New York were named co-executors and co-trustees and duly qualified as such in the Surrogates Court of New York County, State of New York, where said estate was duly administered. Central Union Trust Company became co-executor and co-trustee of said estate in place of said Union Trust Company by the consolidation thereof with the Central Trust Company and Central Hanover Bank and Trust Company became co-executor and co-trustee of said estate in place of said Central Union Trust Company by the consolidation thereof with the Hanover National Bank. All of said executors and trustees are parties to these proceedings.

3. That after the death of the said Carroll Baldwin, co-trustee of the estate of Frank G. Baldwin, Katharine Williams Baldwin, surviving trustee, on June 8, 1918, filed a petition in the Circuit Court #2 of Baltimore City (Docket 27A, folio 86) asking that said Court appoint Sarah R. Baldwin as successor co-trustee in the place and stead of said Carroll Baldwin, deceased trustee. A copy of said petition is filed herewith, marked Exhibit C.

4. By an order and decree of the Circuit Court #2 of Baltimore City, passed June 11, 1918, said Sarah R. Baldwin was appointed co-trustee in the place and stead of Carroll Baldwin, deceased, upon the giving of a corporate bond in the sum of $10,000.00. (Said bond was duly given by the said Sarah R. Baldwin and has been maintained and is now still in full force and effect). A copy of said order and decree of June 11, 1918 is filed herewith, marked Exhibit D.

5. That after the death of the said Carroll Baldwin, co-trustee of the estate of Frank G. Baldwin, Katharine Williams Baldwin, Sarah R. Baldwin and Maria W. Prentice, executed an agreement with and release to the executors of the estate of the said Carroll Baldwin and to Katharine Williams Baldwin, as surviving trustee, dated December ____, 1918, covering the administration of said estate, a copy of which said agreement and release is filed herewith, marked Exhibit E.

6. That by agreement dated March 3, 1938, Katharine Williams Baldwin, Sarah R. Baldwin and Maria W. Prentice, individually, and Sarah R. Baldwin, Wilfred Andrews and Central Hanover Bank and Trust Company, as co-executors and co-trustees under the will of Carroll Baldwin, deceased, executed an agreement and release approving an accounting of all proceedings of Katharine Williams Baldwin and Sarah R. Baldwin, as co-trustees of the estate of Frank G. Baldwin with respect to both the principal and income of the trust estate covering the period from May 18,1918, to December 31, 1937 and joined in a petition asking for the approval of such accounting. A copy of said account, agreement and petition is filed herewith, marked Exhibit F.

7. That on or about December 29, 1940, Sarah R. Baldwin died a resident of and domiciled in the State of Rhode Island, leaving a Last Will and Testament by which Samuel M. Hamill, Mary Hamill Lambert and Central Hanover Bank and Trust Company were named co-executors of her Will and co-trustees of her estate. Said executors have duly qualified as such in the Probate Court of the Town of Narragansett, Washington County, Rhode Island, and are now engaged in administering said estate. A copy of said Will of Sarah R. Baldwin, deceased, is filed herewith, marked Exhibit G.

By the terms of said Will, after providing for a number of annuities which are amply covered by the value of the principal of the estate, the rest, residue and remainder is given, devised and bequeathed by Paragraph "Fourteenth" to the said trustees to hold, manage, invest and reinvest and during the life of Maria W. Prentice, to

(A) pay the sum of five thousand dollars ($5,000) per annum to Maria W. Prentice;

(B) pay the balance of net income in equal shares to Mary Hamill Lambert and Samuel McC. Hamill for life and to their issue per stirpes upon the death of either as is more fully set out therein.

Upon the death of Maria W. Prentice said Trustees are directed to -

(1) set aside sufficient corpus to pay an annuity of $3600 per annum to Wilfred Andrews for life;

(11) divide the balance of the remaining principal and the principal set aside for the payment of all annuities as such annuities end from time to time, into Forty (40) equal parts and to --

(a) pay one of such parts to the then Trustees under a trust agreement dated May 31, 1937 for the benefit of testatrix' great-niece Sarah Baldwin Lambert;

(b) hold, manage, invest, etc., twenty of such parts and to pay the net income therefrom to

Samuel McC. Hamill for life with power in him to appoint by will not over one-fourth of the principal to his surviving wife, and upon his death all unappointed principal to be paid to his surviving issue per stirpes as is more fully set forth therein;

(c) hold, manage, invest, etc., nineteen of such parts for Mary Hamill Lambert upon similar trusts as are provided for Samuel McC. Hamill in respect to the aforesaid twenty parts.

Said paragraph "Fourteenth" further provides for cross-remainders with respect to the trusts created by sub-paragraphs (b) and (c) above and that in the event of the death of both Samuel McC. Hamill and Mary Hamill Lambert without issue surviving, then the entire estate shall be divided into two equal parts - one to be paid to Johns Hopkins Hospital and the other to the living nephews and nieces of testatrix' father and mother.

Paragraph "Fifteenth" of said will gives the trustees an immediate and unqualified power of sale coupled with the right to give receipts. Said executors and trustees are parties to these proceedings.

8. Since the death of Sarah R. Baldwin, Katharine Williams Baldwin, as trustee of the estate of Frank G. Baldwin, and Samuel M. Hamill, Mary Hamill Lambert and Central Hanover Bank and Trust Company, as executors of the estate of Sarah R. Baldwin, deceased trustee, have prepared a further accounting of all proceedings of the trustees for the period December 31, 1937, to December 29, 1940, the date of the death of said Sarah R. Baldwin, deceased, a copy of which is filed herewith, marked Exhibit H.

9. That all of the parties in interest have decided that it is advisable to request that this Honorable Court appoint an additional individual co-trustee of the estate of Frank G. Baldwin, deceased, to serve in the place and stead of Sarah R. Baldwin, deceased. Samuel McC Hamill of Princeton, New Jersey, a nephew of said Frank G. Baldwin, who is of full legal age, has been selected and agreed upon by all parties as a competent and proper person to serve as such co-trustee and his appointment in such capacity is therefore requested.

10. All parties hereto have agreed upon the correctness of the accounts of proceedings of the trustees and successor trustees hereinbefore referred to, and join in requesting that this Honorable Court pass an order accepting and approving such accounts as true; correct complete and proper accountings of all proceedings of the trustees with respect to both the principal of and income from the trust property for the respective periods covered by such accounts.

11. Katharine Williams Baldwin, as sole surviving trustee since the death of Sarah R. Baldwin on December 29, 1940, wishes to prepare and submit to this Honorable Court an account of all proceedings in connection with the estate of Frank G. Baldwin from the date of the death of said Sarah R. Baldwin to the date of such order as this Court may pass appointing a successor co-trustee. Such account will be prepared as soon as possible after such order is passed, will be filed herein, and, if all the parties hereto accept and agree upon such account as a true, correct, complete and proper account, it will then be the purpose of said trustee to ask this Honorable Court to pass a further order accepting and confirming such additional account.

12. In connection with the administration of the estate of Sarah R. Baldwin, deceased,

title searches made by the Maryland Title Guarantee Company with respect to certain properties in which she had an interest have revealed that the trustees of the estate of Frank G. Baldwin did not execute certain deeds, instruments and agreements, the purpose of which was to sell or partition certain properties in which said Frank G. Baldwin, deceased, Sarah R. Baldwin, deceased, and others held undivided interests. These properties are as follows:

(a) Unimproved fee simple property consisting of 3.61 acres, more or less, in Anne Arundel County, Maryland, which was the subject of a deed of partition executed August 31, 1915 by the heirs of William Henry Baldwin, Sr., and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 127, folio 56, etc. The heirs of William Henry Baldwin, Jr., son of said William Henry Baldwin, Sr., who held a 1/6 undivided interest in said property, were: Carroll Baldwin, Sarah R. Baldwin, Maria W. Hamill (now Maria W. Prentice), and Frank G. Baldwin, On August 31, 1915, all of said heirs were living except Frank G. Baldwin. Although said deed was executed by Carroll Baldwin, Sarah R. Baldwin, Maria W. Hamill and Katharine Williams Baldwin, individually, as to their respective interests therein, it inadvertently was not executed by Carroll Baldwin and Katharine Williams Baldwin as co-trustee of the estate of Frank G. Baldwin.

(b) Unimproved fee simple property consisting of approximately twenty-five (25) acres of a tract known as "The Caves", in Baltimore County, Maryland. The heirs of William Henry Baldwin, Jr. were equitably entitled to an undivided 1/2 interest in this property as tenants in common with Summerfield Baldwin and Juliet Baldwin, his wife, as owners of the other undivided 1/2 interest. The undivided 1/2 interest of the heirs of William Henry Baldwin, Jr. was conveyed by Summerfield Baldwin and wife to Carroll Baldwin, as trustee for said heirs, by a deed dated March 11, 1909 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 340, folio 368, etc. said trustee being made a tenant in common as to a 1/2 interest with said Summerfield Baldwin and wife as to the other 1/2 interest. By an agreement dated December 10, 1921, by and between said Summerfield Baldwin, widower, and the heirs of William Henry Baldwin, Jr. and the trustees of the estate of Frank G. Baldwin, partition of said property was attempted to be made and the estate of Frank G. Baldwin was paid in cash its share of the value of said property.

It is alleged that it was fully intended that the estate of Frank G. Baldwin should be legally bound by the aforesaid sales or partitions, that it heretofore has received its full share of the proceeds thereof or consideration therefor and that it is to the best interest of the estate that the trustee or trustees be authorized and directed to execute any and all deeds, confirmatory deeds, agreements and instruments requisite to carry out and confirm such intention and to clear title to the properties involved. Further, it is alleged that Item 3 of the Will of Frank G. Baldwin gives the Trustee or Trustees thereunder an immediate and unqualified power to make sales of the trust property coupled with the right to give receipts and to convey or transfer the same, and ample powers to execute the deeds and enter into the partitions referred to.

13. A controversy has arisen among the parties hereto with respect to the true and proper interpretation of Item 2 of the Will of Frank G. Baldwin, deceased set forth in Paragraph 1 hereof. Maria W. Prentice, the sole surviving remainderman under said Item 2, and her only children, Samuel McC. Hamill and Mary Hamill Lambert, who are the only persons at the present time who would be the next of kin and heirs at law of Frank G. Baldwin, deceased, upon the death

of the said Maria W. Prentice, contend that the remainders created under said Item 2 in favor of Sarah R. Baldwin, Maria W. Prentice and Carroll Baldwin, are contingent remainders, depending for their vesting in the said remaindermen upon such remaindermen surviving the life tenant, Katharine Williams Baldwin, whereas the executors and trustees of the estate of Carroll Baldwin and the executors and trustees of the estate of Sarah R. Baldwin contend that one-third of said remainder interest vested in each of Carroll Baldwin, deceased, and Sarah R. Baldwin, deceased, and Maria W. Prentice immediately upon the death of Frank G. Baldwin (who left no issue surviving him), and that upon the death of the life tenant, one-third of the principal of said trust estate will vest in possession in the executors or trustees of the said estate of Sarah R. Baldwin, one-third in the executors or trustees of the estate of Carroll Baldwin, and one-third in Maria W. Prentice, individually if she survive the life tenant. Also, it appears necessary that such question be now passed upon so that the surviving trustee and any successor trustees may know to whom they must account now and hereafter for the principal of the trust estate, and so that it may be known whether or not the executors and trustees of Carroll Baldwin and of Sarah R. Baldwin now or hereafter have any voice or right in the selection of successor trustees and in the determination of whether the confirmatory deeds hereinbefore mentioned should be given.

In addition thereto a construction of said Item 2 is necessary at the present time in order that the executors and trustees of the Estate of Sarah R. Baldwin may be able to determine numerous questions involved in the administration of said estate including tax questions. The chief such question arises by reason of the fact that the Estate of Sarah R. Baldwin, exclusive of any interest it might have under the Will of Frank G. Baldwin, holds assets valued at from $1,750,000 to $2,000,000 and the Federal Estate Tax and inheritance taxes thereon of the State of Rhode Island and other states will be very large. As shown by Exhibit H, the present value of a one-third interest of the principal of the Frank G. Baldwin estate is approximately $90,000. In the event the remainder herein concerned is determined to be vested rather than contingent, the present value of such remainder necessarily will be included as part of the estate of Sarah R. Baldwin and will be subject to a Federal Estate Tax of approximately 45% to 49% and to Rhode Island Inheritance taxes of approximately 8%, whereas, if held contingent rather than vested and if not so included, such taxes will not be payable and the property involved will ultimately pass to Maria W. (Hamill) Prentice if she survive the life tenant, otherwise to Samuel McC. Hamill and Mary Hamill Lambert, such persons being the only heirs at law and next of kin of Frank G. Baldwin, deceased.

WHEREFORE the parties hereto pray this Honorable Court will assume jurisdiction in the premises for the purpose of passing upon the matters and facts herein recited, but not retaining jurisdiction over this trust estate, and will enter a decree or decrees:

(a) Appointing Samuel McC. Hamill as co-trustee as successor to Sarah R. Baldwin, deceased;

(b) Accepting and approving the accounts of Katharine W. Baldwin and Sarah R. Baldwin, as co-trustees, covering the period December____, 1918 to December 29, 1940 and exonerating and discharging said trustees and their heirs, executors and administrators, from liability for all acts as such trustees during such period.

(c) Accepting and approving the account of Katharine W. Baldwin as surviving trustee, covering the period December 30, 1940 to the date of appointment of a new co-trustee;

(d) Construing, interpreting and determining the true legal effect of the remainders to Sarah R. Baldwin, deceased, Maria W. Hamill (now Maria Prentice), and Carroll Baldwin, deceased, created by Item 2 of the Will of Frank G. Baldwin, deceased;

(e) Authorizing, empowering and directing the trustee or trustees to execute any and all deeds, confirmatory deeds, agreements and other instruments that may be requisite to bind the estate on the partition or sale of the fee simple properties herein described and to clear title thereto;

(f) Granting such other and further relief as the nature of this case may require.

Respectfully submitted,

John M. Butler
Solicitor for Katharine Williams Baldwin

Katharine Williams Baldwin
Individually and as Surviving Trustee of the Estate of Frank G. Baldwin, deceased.

Charles P. Coady, Jr.
Solicitor for Maria W. Prentice,
Samuel M. Hamill and Mary Hamill
Lambert, Individually

Maria W. Prentice
Samuel M. Hamill
Mary Hamill Lambert
Individually

Samuel M. Hamill
Mary Hamill Lambert

Central Hanover Bank and Trust Company
By C. L. Herterich
Vice-President
Attest:
Hoyt Ammidon
Asst. Secretary
Co-executors and co-trustees under the Will of Sarah R. Baldwin, deceased.

Rignal W. Baldwin, Jr.
Solicitor for Executors and Trustees
under the Wills of Carroll Baldwin
and Sarah R. Baldwin.

Wilfred Andrews
CENTRAL HANOVER BANK AND TRUST COMPANY
By C. L. Herterick
Vice-President
Attest:
Hoyt Ammidon
Asst. Secretary
Co-executors and co-trustees under the Will of Carroll Baldwin, deceased.

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 28th day of November, 1941, before me, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Katharine Williams Baldwin, individually and as surviving trustee under the will of Frank G. Baldwin, deceased,

known to me to be one of the parties mentioned in the foregoing "Case Stated" and signed the same in my presence and acknowledged the same before me the day and year aforesaid.

WITNESS my hand and Notarial Seal.

(SEAL) HELEN G. JAMES

Notary Public

STATE OF NEW YORK, COUNTY OF NEW YORK, TO WIT:

I HEREBY CERTIFY THAT ON THIS 22nd day of October, 1941, before me, a Notary Public of the State of New York, in and for the County aforesaid, personally appeared SAMUEL M. HAMILL MARY HAMILL LAMBERT AND WILFRED ANDREWS, known to me to be certain of the parties mentioned in the foregoing "Case Stated" and each of whom signed the same in my presence and acknowledged the same to be their act individually and in their representative capacity set forth in the "Special Case Stated".

WITNESS my hand and Notarial Seal.

(SEAL) JOHN EDWARD DUMMOND

Notary Public.

STATE OF NEW JERSEY, COUNTY OF MERCER, TO WIT:

I HEREBY CERTIFY that on this 18th day of October, 1941, before me, a Notary Public, of the State of New Jersey, in and for the County aforesaid, personally appeared MARIA W. PRENTICE, known to me to be one of the parties mentioned in the foregoing "Case Stated" and signed the same in my presence and acknowledged the same before me the day and year aforesaid.

WITNESS my hand and Notarial Seal.

(SEAL) Marguerite McClenaghan

Notary Public.

STATE OF NEW YORK, COUNTY OF NEW YORK, TO WIT:

I HEREBY CERTIFY that on this 28th day of October, 1941, before me, a Notary Public of the State of New York, in and for the County aforesaid, personally appeared C. L. Herterich, a Vice President and Hoyt Ammidon an Assistant Secretary, respectively, of Central Hanover Bank and Trust Company, a corporation of the State of New York, co-executors and co-trustees under the will of Sarah R. Baldwin, and co-executors and co-trustees under the will of Carroll Baldwin, known to me to be such officers of said Corporation and each of them signed the foregoing "Case Stated" in my presence and acknowledged the same on behalf of said Corporation the day and year aforesaid.

WITNESS my hand and Notarial Seal.

(SEAL) J. Rowen Koeppe

Notary Public.

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I, CHARLES R. WHITEFORD, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Special Case Stated Under General Equity Rules Nos. 45, 46 and 47 (Code Article 16, Secs. 227-229) for the determination of the Court 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 18th day of June A. D., 1942

(COURT SEAL) CHAS. R. WHITEFORD, CLERK.

Filed June 25" 1942.

KATHARINE WILLIAMS BALDWIN
Individually and as Surviving Trustee
under the Will of Frank G. Baldwin, Deceased
vs.
Samuel M. Hamill ET AL

No. 8373 Equity
In The Circuit Court
for
Anne Arundel County.

DECREE

Upon careful consideration of the "Special Case Stated" herein and the acknowledgments thereto and all exhibits filed therewith and after presentation of the case by the solicitor for the Trustee and full argument on the questions involved by the solicitors for the contending parties, it is hereby ORDERED, ADJUDGED and DECREED this 16th day of December, 1941, by the Circuit Court of Baltimore City as follows:

1. That Samuel McC Hamill of Princeton, New Jersey, be and he hereby is appointed and constituted co-Trustee of the trust estate of Frank G. Baldwin, deceased, as successor co-Trustee to Sarah R. Baldwin, deceased upon giving bond in the sum of ten thousand dollars, ($10,000. 00) with a corporate surety.

2. That the accounts of Katharine W. Baldwin and Sarah R. Baldwin as co-Trustees, with respect to their management of the trust estate, both as to principal and income, covering the period December, 1918 to December 29, 1940, the date of the death of the said Sarah R. Baldwin, deceased, such accounts in detail being filed with these proceedings and having been approved by all of the parties in interest, be and the same are hereby accepted and approved as correct, complete and proper accountings of the said Trustees for such period and the said Trustees and each of them and the heirs, executors and administrators of the said Sarah R. Baldwin, deceased, Trustee, be and they are hereby exonerated and discharged from any and all liability for all of the acts of the said Katharine W. Baldwin and/or Sarah R. Baldwin, jointly and severally, as such Trustees during such period.

3. That the Trustee or Trustees of the estate of Frank G. Baldwin, deceased, be and they are hereby authorized, empowered and directed to sell or partition the properties of fee simple real estate described in Paragraph 12 of said "Special Case Stated" and/or to join in any sales or partitions of either or both of said properties which heretofore may have been made or attempted to have been made and further to execute any and all deeds, confirmatory deeds, partitions, agreements and other instruments which may be requisite to bind the estate on the partitions or sales of either or both of said properties and to clear title thereto without receiving any fund or additional consideration than the estate heretofore has received, it being hereby determined that the estate of Frank G. Baldwin heretofore has received full and just consideration for its interest in said properties.

4. That the Court specifically reserves the right to receive an accounting of Katharine W. Baldwin, as surviving Trustee under the will of Frank G. Baldwin, covering the period December 30, 1940 to date when the same has been prepared and approved by the parties in interest, as recited in Paragraph 11 and prayer for relief (c) of the "Special Case Stated".

5. That the question of construction, interpretation and determination of the true legal

effect of the remainders to Sarah R. Baldwin, deceased, Maria W. Hamill and Carroll Baldwin, deceased, created by Item 2 of the will of Frank G. Baldwin, deceased, be and the same is hereby specifically reserved for further argument thereon and a later determination thereof by this Court, but the Court does neither assume nor retain jurisdiction for any other purpose.

(Signed) J. Abner Sayler, Judge

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I, CHARLES R. WHITEFORD, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Decree of Court now on file in this office in the cause therein entitled as above

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 6th day of July A.D. 1942.

(COURT SEAL) Chas. R. Whiteford, Clerk.

Filed July 8" 1942.

EX PARTE, in the Matter or	:	No. 8381 Equity
Change of Name of Myrtle	:	In the Circuit Court for
Wilking to Myrtle Newlin	:	Anne Arundel County.

Petition for Change of Name, Exhibit & Order of Court. -- Filed July 13th.,1942.

To the Honorable, the Judges of said Court:

The Petition of Myrtle Wilking by Noah A. Hillman, her Solicitor, respectfully shows.

1. That she resides at Crownsville, Anne Arundel County Maryland, and has been a resident of the state of Maryland all of her life; this petitioner is thirty years of age.

2. That she desires that her name, Myrtle Wilking shall be changed to Myrtle Newlin, for the following reasons:

A. That her maiden name was Myrtle Hess and she inter-married with Leroy N. Wilking on June 8th., 1933, at Riverdale, Prince Georges County. A Certificate of the Minister is attached hereto and prayed to be taken as a part hereof.

B. That Petitioner's husband died on March 26th., 1942 and, being a veteran of the Worlds War, was buried under the name he was known in the Army, namely Leroy G. Newlin.

C. That petitioner's husband was actually named Leroy G. Newlin but adopted the name of Wilking.

3. That she is under no obligation to consult the tastes or wishes of other persons and that there are no children born as the result of the aforesaid marriage.

This Petitioner prays that her name may be changed to Myrtle Newlin.

And as in duty bound, etc.

Myrtle Wilking
Petitioner.

Noah A. Hillman
Solicitor for Petitioner.

The State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on the 11 day of July 1942, before me, the subscriber, a Notary

Public of the State of Maryland, in and for the County aforesaid, personally appeared Myrtle Wilking who is personally known to me, and she made oath in due form of Law, that the matters and facts set forth in the foregoing petition are true according to her knowledge, and belief.

As Witness my Hand and Notarial Seal.

(NOTARIAL SEAL)

Shirley Weinberg

Notary Public

Filed July 13th., 1942.

I HEREBY CERTIFY, That on this Eighth day of June One Thousand Nine Hundred and Thirty-three at Riverdale Md. Leroy N. Wilking and Myrtle Irene Hess were by me united in marriage in accordance with the License issued by the Clerk of the Circuit Court for ____ _____ County, in the State of Maryland.

W. Keith Custis

This Certificate to be given to the Contracting Parties.

Filed July 13th., 1942.

ORDER OF COURT

The Petition, affidavit, and Exhibit, in the above titled case having been by the Court and considered read/and the Court being satisfied that the prayer of the Petitioner should be granted, it is thereupon

ORDERED, this 13th day of July 1942, by the Circuit Court for Anne Arundel County, in equity, that the Petitioner's name, Myrtle Wilking be and is hereby changed to Myrtle Newlin.

Ridgely P. Melvin, Judge.

Filed July 13th., 1942.

In the Matter of the Sale of the Mortgaged : No. 8382 Equity.
Real Estate of William A. Ricker and : In the Circuit Court
Dorothy Ricker, his wife. : for
Anne Arundel County.

Mr. Clerk:

Please docket this suit, file this original Mortgage. --

George B. Woelfel,

Atty. named in Mtge.

ORIGINAL MORTGAGE.

THIS PURCHASE PRICE MORTGAGE, Made this twenty-first day of August in the year nineteen hundred and thirty-nine, by and between William A. Ricker and Dorothy Ricker, his wife, hereinafter called parties of the first part and Eleanor J. Quill, hereinafter called party of the second part or mortgagee,

WHEREAS said party of the second part, by deed of even date herewith did grant and convey unto said parties of the second part the real estate hereinafter described, and

WHEREAS the full purchase price has not been paid and there still remains due and owing by said parties of the first part unto said party of the second part, the full and just sum of Thirteen hundred ($1,300) Dollars which said amount the said parties of the first part have

agreed to pay in a manner as follows; The sum of twenty-five ($25) Dollars to become due and owing on the 24th day of August 1939 and interest thereon at the rate of six per cent, said interest to diminish upon the payment of each one hundred ($100) Dollars and a similar amount of twenty-five ($25) dollars and interest to fall and become due upon the 24th day of each and every month thereafter until the full and just sum of Thirteen hundred ($1,300) Dollars and all interest thereon to accrue shall become paid, and

WHEREAS it was a condition precedent to the granting of the aforesaid property which is hereinafter described that these presents should be executed to secure the prompt and proper payment of the purchase price as aforesaid,

NOW THEREFORE, THIS PURCHASE PRICE MORTGAGE, WITNESSETH: That for and in consideration of the premises and the further sum of Five ($5) Dollars, the said parties of the first part do hereby grant and convey unto said party of the second part, her heirs and assigns, in fee-simple, all that lot or parcel of ground lying, being and situate in the Seventh Election District of Anne Arundel County and laid out for one acre of land. Being the same property which was conveyed unto Eleanor J. Quill by Joseph J. Einig, widower by deed dated dated the 19th day of July 1939 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 204 folio 202 and being the same property which the said party of the second part did by deed of even date herewith convey unto said parties of the first part, said deed being left for record among the Land Records of Anne Arundel County, and intended to be recorded just prior hereto.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Mortgagee, her heirs and assigns forever.

PROVIDED, that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Thirteen Hundred Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part/either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, her heirs, personal representatives or assigns, or George B. Woefel, 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 A. A. county, and such other notice as by the said Mortgagee, its successors, 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, its successors, heirs, personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, its successors, heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themsleves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, her heirs, personal representatives or assigns, or George B. Woelfel, her said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Mortgagors, for themselves, their heirs, personal representatives and assigns do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, her heirs, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Thirteen Hundred 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, her 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, her heirs, personal representatives and assigns,

WITNESS the hands and seals of the said Mortgagors.

Test:

Mary M. Hoff

William A. Ricker (SEAL)

Dorothy Ricker (SEAL)

STATE OF MARYLAND, Anne Arundel County, to wit:

I Hereby Certify, that on this 21st., day of August, 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 William A. Ricker and Dorothy Ricker, 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 Eleanor J. Quill, 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) Mary M. Hoff

Notary Public.

Filed July 16th., 1942.

Affidavit in re military status -- Filed July 16th., 1942.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 14th day of July, in the year 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Eleanor J. Quill, widow, who made oath in due form of law that the said William A. Ricker and Dorothy Ricker, his wife, the mortgagors herein, are not and have not been connected with the armed forces of the United States.

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 William A. Ricker and Dorothy Ricker, his wife.

No. 8382 Equity.
In the Circuit Court for
Anne Arundel County.

STATEMENT OF MORTGAGE CLAIM.

The statement of the mortgage claim of Eleanor J. Quill, widow, under the mortgage to her from William A. Ricker and Dorothy Ricker, his wife, dated August 21st., 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 207, folio 60, respectfully shows:

Amount due on account of principal	$600.00
Balance due on account interest	36.00
Insurance premium	11.50
Total	$647.50

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Eleanor J. Quill, widow, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due her on her mortgage claim described therein, and that she has not received any security or satisfaction therefore, other than the promissory note referred to in the said statment and the deed of mortgage in said statement mentioned.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Mary M. Hoff

Notary Public.

Filed July 16th., 1942.

Bond --Filed & Approved this 16th., day of July, 1942. -- John H. Hopkins, 3rd.,Clerk.

FIDELITY and DEPOSIT COMPANY of MARYLAND BALTIMORE

KNOW ALL MEN BY THESE PRESENTS:

That we, George B. Woelfel 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 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 15th day of July, 1942. in the year of our Lord nineteen hundred and Forty-Two.

Whereas, the above bounden George B. Woelfel by virtue of the power contained in a mortgage from William A. Ricker and Dorothy Ricker, wife, to Eleanor J. Quill, widow, bearing date the 21st day of August, 1939, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 207 Folio 60 and whereas said George B. Woelfel is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden George B. Woelfel do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden George B. Woelfel 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, attested by its seal, the day and year first herein above written.

Signed, sealed and delivered
in the presence of
Mary M. Hoff
Attest:
Margaret B. Gallagher

(CORPORATE SEAL)

George B. Woelfel (Seal)
Fidelity and Deposit Company of Maryland
By J. Oliver Clark,
Attorney-in-Fact.

Filed July 16th., 1942.

In the Matter of the Sale of the Mortgaged Real Estate of Wm. A. Ricker and wife.

No. 8382 Equity.
In the Circuit Court for
Anne Arundel County.

REPORT OF SALE --- Filed August 12" 1942.

To the Honorable, the Judge of said Court:

The report of George B. Woelfel, Attorney named in the mortgage from William A. Ricker and Dorothy Ricker, his wife, to Eleanor J. Quill, dated the 21st day of August, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 207, folio 60, the undersigned as attorney named in the mortgage to make sale in event of default and default having occurred, the said Attorney named in the mortgage docketed suit, and advertised the real estate in said mortgage described for sale at public auction in the Maryland Gazette, a weekly newspaper printed and published in Anne Arundel County aforesaid, stating the time, place, manner and terms of sale, and after posting notice and filing his bond, he did, pursuant to said notice attend at the Court House door in the said City of Annapolis on Wednesday, August 12th, 1942, at 10 o'clock A. M., and then and there proceeded to sell the said property in a manner as follows:

Your Attorney named in the mortgage offered at public sale to the highest bidder the property mentioned in said mortgage, lying, being and situate in the Seventh Election District of

Anne Arundel County and laid out for one acre of land. Being the same property which was conveyed unto William A. Ricker and wife by Eleanor J. Quill by deed dated the 21st day of August, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 207, folio 59.

And the Attorney named in the mortgage sold the above described property unto Joseph P. Anderson and Carrie R. Anderson, his wife, at and for the sum of Eight Hundred Fifty ($850) Dollars, they being at that figure the highest bidder therefore, the terms of said sale being a deposit of Four Hundred Fifty ($450) Dollars, balance upon ratification of sale.

Respectfully submitted,

George B. Woelfel

Atty. named in the mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 12th day of August, in the year 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Attorney named in the mortgage and in the above report of sale, and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

(NOTARIAL SEAL)

Mary M. Hoff,

Notary Public.

ADVERTISEMENT OF SALE.

PUBLIC SALE of valuable Real Estate This property contains one acre of land, more or less, and is improved by a combination store and dwelling and is located on the State Highway leading from Galesville Police Station to Sudley

Under and by virtue of the power of sale contained in the mortgage from William A. Ricker and Dorothy Ricker, his wife, dated August 21st. 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H., No. 207, folio 60, the undersigned, as attorney named in the mortgage to sell in event of default and default having occurred, will offer for sale at public auction on Wednesday, August 12, 1942, at 10 o'clock A. M. at the Court House door in the City of Annapolis, Maryland.

All that lot or parcel of ground lying, being and situate in the Seventh Election District of Anne Arundel County, containing one acre of land, more or less, and being the same property which the said Eleanor J. Quill, widow, conveyed to William A. Ricker and Dorothy Ricker, his wife, by deed dated August 21st., 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 207, folio 59.

IMPROVEMENTS: This property is improved as heretofore stated by a combination store and dwelling.

TERMS OF SALE: A deposit of $200 will be required of the purchaser on the day of sale, balance to be paid upon ratification of sale or all cash at the option of the purchaser. The deferred payments to bear interest at the rate of 6% per annum and to be secured to the satisfaction of the said attorney.

A responsible purchaser may make arrangements to finance a large portion of the purchase price.

For further particulars apply,

George B. Woelfel

William B. Elliott,

Attorney named in Mortgage

Auctioneer

13 School St., Annapolis, Md.

Auctioneer's Certificate and Purchaser's Agreement. --Filed August 12" 1942.

August 12th., 1942.

This is to certify that I have this day sold unto Joseph P. Anderson and Carrie R. Anderson, his wife, the property herein described at and for the sum of Eight Hundred Fifty ($850) Dollars, they being at that figure the highest bidder therefore.

Witness my hand and seal this 12th day of August, 1942.

Witness:

William B. Elliott (Seal)

George B. Woelfel

Auctioneer.

August 12th, 1942.

This is to certify that I have this day purchased at public auction from George B. Woelfel, Attorney named in the mortgage, the property herein described at and for the sum of Eight Hundred Fifty ($850) ---Dollars deposit of Four Hundred Fifty Dollars and I do hereby agree to comply with the terms of the sale.

Witness my hand and seal this 12th day of August, 1942.

Witness:

Joseph P. Anderson (Seal)

George B. Woelfel

Carrie R. Anderson (Seal)

Purchaser.

ORDER NISI.

Ordered, this 12" day of August, 1942, That the sale of the property mentioned in these proceedings made and reported by George B. Woelfel, Attorney named in the mortgage Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 14" 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 14" day of September next.

The report states that the amount of sales to be $850.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., September 9, 1942

We hereby certify, that the annexed Order Nisi - William A. And Dorothy Ricker - Sale of Real Estate 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 14th day of September, 1942. The first insertion being made the 20th day of August, 1942.

The Capital-Gazette Press, Inc.

By Anne Douglas Bennett.

ORDERED BY THE COURT, This 15th day of September, 1942, that the sale made and reported by the Atty. 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.

In the Matter of the Sale of the Mortgaged Real Estate of William A. Ricker and Wife.

No. 8382 Equity.
In the Circuit Court for Anne Arundel County.

AUDITOR'S REPORT AND ACCOUNT.

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 A. Ricker and Wife in ac. with George B. Woelfel, Attorney named in Mortgage

To Attorney for fee	$25.00	$
To Attorney for commissions	51.50	76.50
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	14.00	
Auditor	9.00	33.00
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	28.00	
Capital-Gazette Press - report of sale order nisi on	5.00	
Capital-Gazette Press -auditor's acct. order nisi on	5.00	
Fidelity & Deposit Co. of Md. - bond	10.00	
Wm. B. Elliott - auctioneer premium	10.00	
Mary M. Hoff - notary fees	1.50	
One-half Federal revenue stamps	.55	
One-half State revenue stamps	.45	60.50
To Attorney for Taxes, viz:		
1941 State & County taxes	26.96	
1942 State & County taxes ($22.15-adj)	13.57	40.53
To Eleanor J. Quill, Mortgagee - this balance on account mortgage claim		639.47
		$850.00
Amount of mortgage claim filed	647.50	
Cr. Amount allowed as above	639.47	
Balance subject to decree in personam	$ 8.03	
Cr. Aug. 12, 1942 Proceeds of Sale		$850.00

ORDER NISI.

ORDERED, This 30th day of September, 1942, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 31st day of 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 31st day of October next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Office of THE ANNAPOLIS NEWS Annapolis, Maryland

This is to Certify That the annexed advertisement of ORDER NISI was inserted in THE ANNAPOLIS NEWS, a weekly newspaper published in Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st of Oct. 1942 that is to say, the same was inserted in the issues of Oct. 8, 15, 22 & 29th, 1942.

THE ANNAPOLIS NEWS

Edward R. Raymond, Business Manager.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of November, 1942, 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.

Filed Oct. 1st., 1942.

In the Matter of the Application of :	No. 8387 Equity
Kent R. Mullikkn to record a Mortgage :	In the Circuit Court
from Frank Thies, Unmarried, to Nannie :	for
M. Clark.	Anne Arundel County.

PETITION, AFFIDAVIT and ORDER OF COURT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Kent R. Mullikin respectfully represents unto your Honors:

1. That by a mortgage dated December 13, 1928 Frank Thies, unmarried, of Prince George's County, conveyed a number of parcels of land in Prince George's County and his undivided one-half interest in 16 acres of land situate in Anne Arundel County, to Nannie M.Clark to secure a mortgage debt of $5200.00; that Anna M. Disney who/now resides at 502 Washington Boulevard, Baltimore, Maryland, is the owner of the other undivided one-half interest in the 16 acres located in Anne Arundel County; that said mortgage was recorded among the Land Records of Prince George's County on December 18, 1928 in Liber 317, folio 76; that said mortgage has never been recorded among the Land Records of Anne Arundel County; that said mortgage, together with the short assignment hereinafter referred to, is filed herewith marked Petitioner's Exhibit "A".

2. That the said Frank Thies departed this life intestate and unmarried some year ago leaving surviving him as his only heirs and next of kin so far as your Petitioner knows, a brother, William H. H. Thies, 502 Washington Boulevard, Baltimore, Maryland, a nephew, George

W. Bond, c/O American Red Cross, Fort Meade, Maryland, and a niece, Augusta Bond Nichol, 321 Montgomery Avenue, Laurel, Maryland; the two last mentioned heirs, namely, George W.Bond and Augusta Bond Nichol, are the children of a deceased sister of the said Frank Thies, Adelaide Thies Bond; that your Petitioner is informed, and therefore alleges, that the estate of the said Frank Thies was insolvent.

3. That the said Nannie M. Clark, mortgagee assigned said mortgage to The Citizens National Bank of Laurel by a deed of assignment dated June 30, 1941 and recorded among the Land Records of Prince George's County in Liber 594, folio 459, which said deed of assignment is filed herewith marked Petitioner's Exhibit "B".

4. That by short assignment dated May 14, 1942 The Citizens National Bank of Laurel assigned said mortgage to your Petitioner; that said short assignment appears on the mortgage filed herein marked Petitioner's Exhibit "A".

5. That so far as your Petitioner knows the failure to record said mortgage in Anne Arundel County was due to inadvertence and not through any fraudulent intention on the part of your Petitioner or on the part of any other person.

6. That your Petitioner is a bona fide purchaser for value of said mortgage and has a fair and equitable claim thereto; that $4011.38 of said mortgage debt is still due and unpaid and said mortgage is in default, and interest, taxes and insurance amounting to $2407 are owing or have been paid by the mortgagee.

7. That your Petitioner is obliged to institute foreclosure proceedings under the power of sale contained in said mortgage and he desires to have said mortgage recorded in Anne Arundel County to the end that the effect in title occasioned by the failure to record said Mortgage in said County may be cured.

Wherefore may it please this Honorable Court to pass an Order authorizing and directing the Clerk to record said mortgage among the Land Records of Anne Arundel County in accordance with the provisions of Section 36 of Article 16 of the Annotated Code of Maryland (1939 Edition).

And as in duty bound, etc.

Kent R. Mullikin

Petitioner.

William J. McWilliams

Solicitor for Petitioner

STATE OF MARYLAND COUNTY OF PRINCE GEORGES SS:

I HEREBY CERTIFY that on this 21st day of July, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared KENT R. MULLIKIN and made oath in due form of law that the matters and facts set forth in the foregoing Petition are to the best of his knowledge and belief true as therein stated.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Thomas R. Bradford

Notary Public.

Filed July 23rd., 1942.

ORDER

Upon the foregoing Petition, affidavit and Exhibits it is this 23rd day of July, 1942,

by the Circuit Court for Anne Arundel County, ORDERED, that the Clerk be and he is hereby, ORDERED and DIRECTED to record the aforesaid mortgage, together with the short assignment thereon, filed herein marked Petitioner's Exhibit "A" and the deed of assignment filed herein marked Petitioner's Exhibit "B", unless cause to the contrary be shown on or before the 17th day of August, 1942, provided a copy of this Petition and Order shall be sent not later than July 29, 1942, by Registered Mail, Return Receipt Requested, to

Anna M. Disney, 502 Washington Boulevard,
Baltimore, Maryland
William H. H. Thies, 502 Washington Boulevard,
Baltimore, Maryland
George W. Bond, c/O American Red Cross,
Fort Meade, Maryland
Augusta Bond Nichol, 321 Montgomery Avenue,
Laurel, Maryland

by the Petitioner's Solicitor and the registered receipts, together with return receipts, filed in these proceedings; and provided further that said Petitioner shall furnish to the Clerk certified copies of the said mortgage and deed of assignment to be filed in these proceedings in lieu of the original thereof.

AND IT IS FURTHER ORDERED that if the requirements of this Order, as above set forth shall ---------- be complied with and no cause shall be shown by any of the parties herein named, then the Clerk shall record the aforesaid mortgage and deed of assignment; the Petitioner to pay the costs of this proceeding.

Ridgely P. Melvin, Judge.

Filed July 23rd., 1942.

RECEIPTS FOR REGISTERED ARTICLES AND RETURN RECEIPTS -- Filed August 7" 1942.

CERTIFIED COPY

THIS ASSIGNMENT, made this 30th day of June, 1941, by Nannie M. Clark, of Hartford County, State of Maryland, WITNESSETH:

That in consideration of the sum of Five Dollars ($5.00) and other good and valuable consideration she does hereby assign, transfer and convey unto the Citizens National Bank of Laurel, a corporation duly organized under the laws of the United States, all her right, title, and interest in and to a first mortgage of Frank Thies, dated December 13, 1928, and recorded among the Land Records of Prince George's County, Maryland, on December 18, 1928, in Liber 317, at folio 76.

AS WITNESS my hand and seal the day and date first above written.

TEST: Nannie M, Clark, (SEAL)

Ryland L. Mitchell,

STATE OF MARYLAND HARFORD COUNTY, SS:

I hereby certify that that on this 30th day of June, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Nannie M. Clark, who acknowledged the aforegoing assignment to be her deed and act.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Ryland L. Mitchell

Notary Public.

Enrolled July 25, 1941. 9-56 A.M.

State of Maryland Prince George's County, To Wit:

I Hereby Certify, That the aforegoing is a true copy of an Assignment taken from Liber 594 at folio 459, one of the Land Records of the State and County aforesaid.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for the State and County aforesaid, this 20th day of July, A. D. 1942.

(COURT SEAL) Brice Bowie

Clerk Ct. Ct. Pr. Geo. Co. Md.

Filed August 18" 1942.

MORTGAGE from Frank Thies, unmarried, To Nannie M. Clark. (Certified Copy)

THIS MORTGAGE, Made this thirteenth day of December, in the year nineteen and twenty-eight, by and between Frank Thies, unmarried, Mortgagor of Prince George's County, in the State of Maryland, of the first part, and Nannie M. Clark, Mortgagee, of the second part, Witnesseth:--

Whereas the said Frank Theis, unmarried is undebted unto Nannie M. Clark, in the full and just sum of Fifty-two hundred ($5200.00) Dollars for which said sum the said Frank Thies, unmarried, has executed and delivered unto the said Nannie M. Clark, payable to her order, his principal promissory note, due three years after date and for the semi-annual interest to accrue thereon at the rate of six per centum (6%) per annum his six interest notes each for the sum of one hundred and fifty-six ($156.00) dollars and due respectively, six, twelve, eighteen, twenty-four, thirty and thirty-six months after date, all of said notes being of even date of this mortgage.

And Whereas it was a condition precedent to the said loan and advance that the punctual repayment thereof together with all interest to accrue thereon should be secured by the execution of a good and effectual first mortgage on the property hereinafter described.

Now This Mortgage Witnesseth that in consideration of the premises and the sum of One dollar, the said Mortgagor does grant and convey unto the said Mortgagee, her heirs and assigns, in fee simple, all those lots or parcels of ground situate and lying in Prince George's and Anne Arundel Counties, aforesaid, and described as follows:--

All that property situate, lying and being in the Town of Laurel, fully described in a deed of partition between Herman H. W. Thies, et al, dated August 20, 1928, and duly recorded among the Land Records of Prince George's County, prior hereto, said property consisting of two lots:--

1. One lot on the West side of Church or Eighth Street beginning two hundred and eighteen (218) feet south of the beginning point in a deed recorded in Liber J.W. B. #1, at folio 435, and running on Church Street southerly fifty (50) feet with an evenly depth of one hundred and sixty (160) feet.

2. Lot on the north side of Prince George Street beginning thirty-one and six-tenths (31 6/10) feet west of the beginning point in a deed recorded in Liber 34, at folio 153 and

running westerly on Prince George Street thirty-one and one-half (31½) feet with an evenly depth of one hundred and twenty-two (122) feet, said lots having been conveyed to the mortgagor herein by said deed of partition.

Also lot of ground situate on Fifth street in said Twon fully described in a deed from Charles F. Shaffer, et al, Trustees, to Frank Thies, dated February 11, 1908 and recorded in Liber #50, at folio 539. Also the following lots.

A. Lot situated at the corner of Fourth street and a sixteen foot alley.

B. Lot situated on the north side of Main Street one hundred and twenty-six (126) feet west of Fourth Street and running westerly on Main Street forty (40) feet with an evenly depth of one hundred and fifty-five (155) feet.

C. Lot situated on the west side of Fourth Street North of Main Street and beginning two hundred and ninety-eight (298) feet north of a sixteen foot alley, said three last mentioned lots being fully described in a deed from Anna Thies, widow, et al to Frank Thies, et al dated December 1, 1908, and recorded in Liber #48, at folio 263, saving and excepting therefrom, however the property conveyed by Frank Thies in deeds recorded in Liber #48, at folio 569, and Liber #164 at folio 84.

Also all of the undivided one-half interest of the said Frank Thies in and to all of that lot of ground containing sixteen (16) acres, situate, lying and being in Anne Arundel County, State of Maryland, and conveyed by Herman H. W. Thies, et al to Anna M. Disney and Frank Thies, dated August 20, 1928, and intended for record among the Land Records of Anne Arundel County prior hereto.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of said Mortgagee, her heirs and assigns forever, in fee simple.

PROVIDED, That if the said Mortgagor, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Fifty-two Hundred ($5200.00) 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 debts and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes assessments, public dues, charges, mortgage debt and interest the said 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, 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 William Stanley or John S. Stanley 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 Prince George's county, and such other notice as by the said Mortgagee her personal representatives or assigns may deem expedient; and, in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply: first, to the payment of all expenses incident to such sale, including a fee of fifty ($50.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee her personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor his personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor for himself, his heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for PRINCE GEORGE'S County in Equity, which said expenses, costs and commission the said Mortgagor for himself, his heirs, personal representatives and assigns does hereby covenant to pay and the said Mortgagee, her personal representatives or assigns, or William Stanley or John S. Stanley, 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. aft sw

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 Mortgagee, her personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-two hundred ($5200.00) Dollars, and to cause the policy to be effected thereon to be so framed or endorsed as in case of fire to inure to the benefit of the said Mortgagee her personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee her personal representatives and assigns.

WITNESS the hand and seal of the said Mortgagor

Test: Elizabeth H. S. Boss — Frank Thies (SEAL)

STATE OF MARYLAND, Prince George's County to wit:

I HEREBY CERTIFY, That on this 13th day of December in the year nineteen hundred and twenty-eight, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frank Thies, unmarried the Mortgagor named in the aforegoing Mortgage and he acknowledged the aforegoing Mortgage to be his act. At the same time also appeared William Stanley, the Agent of Nannie M. Clark, 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)

Elizabeth H. S. Boss

Notary Public.

Enrolled December 18, 1928 at 3:52 P.M.

For value received THE CITIZENS NATIONAL BANK OF LAUREL hereby assigns the within and above mortgage to KENT R. MULLIKIN.

WITNESS the seal of the said body corporate and the signature of Ormand W. Phair, President, this 14th day of May, 1942.

Attest: (_____)

THE CITIZENS NATIONAL BANK OF LAUREL

_____

By _____

C. E. Little, Cashier

Ormand W. Phair, President

State of Maryland, Prince George's County, SS:

I hereby certify that the foregoing Mortgage is a true copy of Mortgage recorded in Liber S. D. H. 317, at folio 76, of the Land Records of the State and County aforesaid.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court for Prince George's County, Maryland, this 20th day of July, nineteen hundred and forty-two.

(COURT SEAL)

Brice Bowie per RBL.

Clerk Ct. Ct. for Pr. Geo. Co. Md.

Filed August 18" 1942.

In the Matter of the Sale of the Mortgaged : No. 8391 Equity.

Real Estate of Thomas B. Horton and : In the Circuit Court for

Lillian P. Horton, his wife : Anne Arundel County.

MORTGAGE ---

THIS MORTGAGE, Made this 12th day of November, in the year one thousand nine hundred and thirty-one, by and between THOMAS B. HORTON and LILLIAN P. HORTON, his wife, of Anne Arundel County, in the State of Maryland, of the first part, and THALES C. PUMPHREY, of the same County and State, of the second part

WHEREAS the said parties of the first part are justly indebted unto the said party of the second part in the full sum of Four Thousand Dollars ($4,000.00), being part of the purchase money for the hereinafter described property, and have given therefor unto the said party of the second part their two joint and several promissory note one for $3,500.00, of even date herewith, drawn to his order and payable four years after date, and the other joint and several promissory note for $500.00, of even date herewith, drawn to his order and payable four years after date; also their 8 interest notes, each for the sum of Fifteen Dollars ($15.00) of even date herewith, drawn to his order and payable respectively six, twelve eighteen, twenty-four, thirty, thirty-six, forty-two and forty-eight months after date; also their 8 interest notes, each for the sum of One hundred and Five Dollars ($105.00), of the same date, to the same order,

and payable respectively six, twelve, eighteen, twenty-four, thirty, thirty-six, forty-two, & forty-eight months after date; to better secure the payment of all of which notes as they severally become due, these presents are executed.

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar, the said THOMAS B. HORTON and LILLIAN P. HORTON, his wife, do grant and assign unto the said THALES C. PUMPHREY, his executors, administrators and assigns, all that lot or parcel of ground situate and lying in Anne Arundel County, State aforesaid and described as follows, to wit: Beginning for the same at an iron pipe on the North side of a thirty foot road proposed to be opened (being the first road North of Maple Road) said point of beginning being also distant Easterly twenty-five feet from the center of the Hammond Ferry (concrete) Road, and running thence with the East side of said Hammond Ferry Road North 15 degrees 27 minutes 30 seccnds West 65 feet to an iron pipe; thence leaving said road and running North 74 degrees 32 minutes 30 seconds East 124 feet; thence South 15 degrees 27 minutes 30 seconds East 65 feet to the aforementioned 30 foot road; thence with the same South 76 degrees 51 minutes West 124 feet to the place of beginning; being known as Lot No. 1, Block 58 on Plat No. 6 of Linthicum Heights, said Plat to be recorded among the Land Records of Anne Arundel County

Being the same lot of ground described in a deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, from Max Schroeder to the Mortgagors herein. Being subject to the restrictions mentioned in said deed.

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, water, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground, with the improvements and appurtenances aforesaid unto the said THALES C. PUMPHREY, his executors, administrators and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereof from time to time forever, subject to the payment of the annual rent of $78.00, payable in equal half-yearly instalments on the first days of March and September in each and every year, and subject to the restrictions mentioned in the hereinbefore, mentioned deed.

PROVIDED, that if the said THOMAS B. HORTON and LILLIAN P. HORTON, his wife, their executors, administrators or assigns, shall well and truly pay or cause to be paid the aforesaid principal sum of Four Thousand Dollars and all the installments of interest thereon when and as each of them shall respectively be due and payable as aforesaid and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, the ground rent aforesaid, and all taxes, assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, ground rent, mortgaged debt and interest, public dues, charges and assessments, the said parties of the first part for themselves, their heirs, personal

repersentatives 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 THALES C. PUMPHREY, his personal representatives and assigns, or Seth H. Linthicum, their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their personal representatives or assigns, subject to the payment of the annual ground rent aforesaid; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, his personal representatives or assigns, may be deemed expedient; and in event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply: First, to the payment of all expenses incident to such sale, including a fee of twenty-five dollars and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his personal representatives and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors,for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, qeual to one-half the percentage allowed as commissions to trustees making sale under orders or decrees for 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 Seth H. Linthicum, their said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses and commissions.

AND the said THOMAS B. HORTON and LILLIAN P. HORTON, his wife,for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage, to keep insured in some good company satisfactory to the said Mortgagee, his personal representatives and assigns, the improvements on the hereby mortgaged property to the amount of at least Four Thousand Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, his personal representatives and assigns, to the extent of their lien or claim hereunder, and to

deliver said policy or policies to the said Mortgagee, his personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

Test: Thos. B. Horton (Seal)

H. Lucille Trussell Lillian P. Horton (Seal)

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 12th day of November, in the year nineteen hundred and thirty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared THOMAS B. HORTON and LILLIAN P. HORTON, his wife, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. And at the same time also appeared THALES C. PUMPHREY, the Mortgagee named in the foregoing Mortgage, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth. And did also make oath in due form of law, (or did solemnly and truly declare and affirm) that the Mortgagee has not required the Mortgagor h__ agent or attorney, or any person for the said Mortgagor to pay the taxes levied upon the interest covenanted to be paid in advance, now will h__ require any tax levied thereon to be paid by the Mortgagor or any person for ___ during the existence of this Mortgage.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) H. Lucile Trussell

Notary Public.

FOR VALUE RECEIVED and pursuant an Order passed by the Orphan's Court of Anne Arundel County on the 4th day of August, 1942, authorizing and empowering the said Executors to file foreclosure proceedings in the Circuit Court for Anne Arundel County, we hereby assign the within Mortgage for the purpose of foreclosure to Robert E. Kindred, Attorney this 4th day of August, 1942.

Attest: ESTATE OF THALES C. PUMPHREY

Viola Kindred By John Herbert Pumphrey (SEAL)

By Thales C. Pumphrey (SEAL)

Executors

Received for Record 4 day of August, 1942, at 11:30 o'clock A.M. and the same day recorded in Liber F. S. R. No. 92, Fol. 269, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Filed August 4, 1942.

STATEMENT

August 4, 1942

Thomas B. Horton, Lillian P. Horton,

3536 White Chapel Road, Baltimore, Maryland.

to

Estate of Thales C. Pumphrey, deceased.

To principal	$3,500.00
" interest from May 12 to Sept. 1, 1942	64.00
	$3,564.00

Filed Aug. 11, 1942.

In the Matter or the Sale of the Mortgaged Real Estate of Thomas B. Horton and Lillian P. Horton, his wife.

No. 8391 Equity
In the Circuit Court for
Anne Arundel County.

Bond -- Filed & Approved August 11, 1942. -- John H. Hopkins, 3rd., Clerk.

KNOW ALL MEN BY THESE PRESENTS:

THAT we, ROBERT E. KINDRED , 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 Four Thousand Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 4th day of August, in the year of our Lord, 1942

Whereas, the above bounden Robert E. Kindred Assignee by virtue of the power contained in a mortgage from Thomas B. Horton and Lillian P. Horton, his wife, to Thales C. Pumphrey bearing date the 12th day of November, 1931 and recorded among the mortgage records of Anne Arundel County in Liber F. S. R. No. 92 Folio 266 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 ROBERT E. KINDRED do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of
Viola Kindred

Robert E. Kindred (SEAL)
Assignee

(CORPORATE SEAL)

UNITED STATES FIDELITY and GUARANTY COMPANY
By C. H. Chilcote - Attorney-in-fact.

Filed Aug. 11" 1942.

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE REPORT of Robert E. Kindred, Assignee, 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 twenty days before the sale, he did pursuant to said notice attend at the Court House door in the City of Annapolis on Tuesday, September 1st, 1942, at 11:00 o'clock A. M. and then and there proceeded to sell said real estate mentioned as follows:

Lot No. 1 in Block No. 58, Plat of Linthicum Heights.

HE OFFERED said land and improvements for sale and sold same to Robert D. Nutting and Louise L. Nutting, his wife, at and for the sum of Three Thousand Nine Hundred and 50/100 ($3,950.00) Dollars, they being then and there the highest bidder for said property.

AND as in duty bound etc.

Robert E. Kindred, Assignee.

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 2nd day of September, 1942, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County, personally appeared Robert E. Kindred, Assignee, 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.

Filed Sept. 10" 1942

PURCHASER'S AGREEMENT

I HEREBY CERTIFY, that we have purchased from Robert E. Kindred, Assignee, this 1st day of September, 1942, the real estate and improvements described in these proceedings at and for the sum of $3950.00; and hereby agree to comply with the terms of sale.

Attest: Robert D. Nutting (SEAL)

Geo. W. Scible Louise Nutting (SEAL)

Filed Sept. 10" 1942.

AUCTIONEER'S CERTIFICATE.

I HEREBY CERTIFY, that I have this 1st day of September, 1942, sold the Real Estate and improvements described in these proceedings to Robert D. Nutting and Louise L. Nutting at and for the sum of $3950.00 and the sale was fairly made.

Geo. W. Scible, Auctioneer.

Filed Sept. 10" 1942.

ORDER NISI.

Ordered, this 10th day of September, 1942, 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 13th 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 13th., day of October next.

The report states that the amount of sales to be $3950.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., October 13, 1942

We hereby certify, that the annexed Order Nisi - Equity - 8391 - Thomas B. Horton 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 October, 1942. The first insertion being made the 17th day of September, 1942.

The Capital-Gazette Press, Inc.

By L. French

ORDERED BY THE COURT, This 23rd., day of October, 1942, 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.

AFFIDAVIT OF MILITARY STATUS.

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 16th day of September, 1942, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared, Robert E. Kindred, Assignee, and made oath in due form of law, that to the best of his knowledge, information and belief, neither Thomas B. Horton or Lillian P. Horton, his wife are in the arm_forces of the United States.

As Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Viola Kindred

Notary Public.

Filed Sept. 22" 1942.

In the Matter of the Sale of the Mortgaged Real Estate of Thomas B. Horton and Lillian P. Horton, his wife.

No. 8391 Equity

In the Circuit Court for Anne Arundel County.

AUDITOR'S REPORT AND ACCOUNT.

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 Thomas B. Horton and Lillian P. Horton, his wife in ac. with Robert E. Kindred, Assignee.

To Assignee for fee	$ 25.00	$
To Assignee for commissions	150.10	175.10
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	11.35	
Auditor	9.00	30.35
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale Order Nisi on	18.00	
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	
U. S. Fidelity & Guaranty Co. - premium bond	16.00	
George W. Scible - auctioneer	15.00	
Viola Kindred - notary fees	1.00	

To One-half Federal revenue stamps	$ 2.20	$
One-half State revenue stamps	1.95	64.90
To Assignee for Ground Rent, viz:		
Marie Riegger - six months' ground		
rent to 9/1/42		39.00
To Estate of Thales C. Pumphrey, mortgagee -		
in full for mortgage claim		3,564.00
To The Linthicum Heights Bldg. & Loan Ass'n,		
Inc., - this balance on account second		
mortgage claim		162.21
		$4,035.56

Amount of second mortgage claim filed		467.70		
Cr. Amount allowed as above		162.21		
Balance subject to decree in personam		$305.49		
Cr. Sept. 1, 1942	Proceeds of Sale		$3,950.00	
	Interest on deferred payment		53.36	$4,003.36
	Refund 1942 State and County taxes -			
	(79.70 adjusted to 9/1/42)			26.60
	Refund 1942 Water and Sewer Benefit			
	Charges - ($16.90 adjusted to 9/1/42)			5.60
				$4,035.56

Filed Sept. 17" 1942.

ORDER NISI.

ORDERED, This 17th., day of December, 1942, 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 January, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of January next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., January 12th., 1943.

We hereby certify, that the annexed Order Nisi - #8391 Equity - Thomas B. Horton & Lillian P..Horton 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 January, 1943. The first insertion being made the 24th day of December, 1942.

The Capital-Gazette Press, Inc.

By Anne Bennett.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of January, 1943, 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, C. J.

Jan. 20 -1943
Filed Dec. 17th., 1942.

EX PARTE: In the Matter of the Application : No. 8375 Equity
of Helen A. Diller, wife of William G. Diller; In the Circuit Court for
to legally adopt Audrey V. Diller and William: Anne Arundel County.
G. Diller Jr., both Minors.

PETITION, AFFIDAVIT & ORDER.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

YOUR APPLICANT, HELEN A. DILLER, Respectfully shows:

1. THAT she intermarried with William G. Diller, Senior on the 6th day of August, 1938.

2. THAT the said William G. Diller, Senior had previously been married to Ruth A. Diller and that during said marriage there was born Audrey V. Diller now aged 16 and William G. Diller, Jr. now age 14, and that the said Ruth A. Diller departed this life on the 6th day of December, 1937.

3. THAT the said children now residing at No. 110 Fourth Avenue, South, Glen Burnie, Maryland, with their father and your applicant, and both are attending school.

4. THAT Your Applicant and her husband the said William G. Diller, Senior, are seized and possessed of Real Estate in Glen Burnie, Maryland, and other valuable property.

5. THAT the application for adoption of said INFANTS is for their interest and welfare; and thereby gives them the rights of inheritance and distribution in your Applicant's estate.

6. THAT the said children are of sufficient intelligence and capacity to understand the importance of this application in their behalf and they join herein giving their consent hereto; and that the father William G. Diller Senior joins herein and gives his consent and approval of this application.

WHEREFORE, YOUR APPLICANT prays this Honorable Court to pass a DECREE declaring Audrey V. Diller and William G. Diller Jr. to be the legally adopted children of Helen A. Diller, your Applicant; thereby sharing the joint control and custody with her husband William G. Diller Sr.

AND as in duty bound, etc.

Helen A. Diller
Applicant

Robert E. Kindred
Solicitor for Applicant.

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 30th day of June, 1942, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Helen A. Diller, and made oath in due form of law, that the matters and facts set forth in the within Petition are true to the best of her knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Edwin A. DaVault
Notary Public.

WE THE UNDERSIGNED, do hereby assent to the passage of a DECREE by this Honorable Court declaring Audrey V. Diller and William G. Diller Jr. to be the legally adopted children of Helen A. Diller, wife of William G. Diller, Senior.

William G. Diller, Sr.

Audrey V. Diller

William G. Diller, Jr.

Upon careful investigation that the best interests and welfare of the said Audrey V. Diller and William G. Diller, Jr. will be thereby promoted, IT IS THEREUPON, this 7th day of July 1942, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED, that the said Audrey V. Diller and William G. Diller, Jr. Be, and they are hereby declared to be the legally adopted children of Helen A. Diller, and BE IT FURTHER ORDERED, that the said Helen A. Diller and William G. Diller, Senior, share in the joint care, custody and control of said MINOR children.

Ridgely P. Melvin, A. J.

Filed July 7th., 1942.

In the Matter of the Sale of the	:	No. 8377 Equity.
Mortgaged Real Estate of James D.	:	In the Circuit Court for
Gross and Ethel Gross, his wife	:	Anne Arundel County.

Mr. Clerk:

Please docket the within foreclosure and file the within original mortgage

J. Oliver Clark, Assignee.

MORTGAGE Loan 18 - c-No. 1198

THIS MORTGAGE, Made this 2nd day of November, 1934, by and between James D. Gross and Ethel L. Gross, his wife, of Anne Arundel Co., State of Maryland, Mortgagors, and HOME OWNERS' LOAN CORPORATION, Mortgagee.

WHEREAS, the Mortgagors are indebted unto the Mortgagee in the sum of Six Hundred Forty 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 Six Hundred Forty and No/100 ---- Dollars, with interest to accrue thereon at the rate of Five per centum per annum, which sum with interest the Mortgagors hereby covenant to pay to the Mortgagee at its office in Washington, D. C., in monthly instalments of $10.00 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance; and

Whereas, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not

constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

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

NOW THEREFORE THIS MORTGAGE WITNESSETH, That for and in consideration of the premises and of the sum of ONE DOLLAR and other valuable considerations the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Anne Arundel County, State of Maryland, and described as follows, that is to say:

ALL that lot of ground situate in the Seventh Election District of Anne Arundel County, and more particularly described as follows:

Beginning for the survey at a post standing in the dividing line between the lands of Benjamin Smith and the lands formerly owned by the late Jacob Scott, said post north 51 degrees 45 minutes west 2 2/5 perches from a stone a corner boundary of said Smith and Scott and Joppa Shaw's lots and running from said post and with said dividing line north 51 degrees 45 minutes west 26.04 perches to a post; thence leaving said dividing line and running south 15 degrees 45 minutes west 7.84 perches to a post; thence south 47 degrees 30 minutes east 20.04 perches to a stone; thence north 77 degrees 35 minutes east 5 perches to a post; thence north 38 degrees 15 minutes east 5 perches to the place of beginning.

Containing 1 acre 33 square perches, more or less, according to survey by John Sheppard, Surveyor, in June, 1918.

Being the same property conveyed to the said Ethel L. Gross and James D. Gross, her husband, by deed from Lucy L. Scott, Widow, dated June 4, 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. 13 folio 3641.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple.

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

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

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagors do hereby covenant to pay when legally demandable, and

the Mortgagors do further covenant and agree that they shall, whenever called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

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

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

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

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

All cash advances made by the Mortgagee hereunder subsequent to the closing of the loan, covenanted to be paid by the Mortgagors, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Six (6) per centum per annum.
It is agreed that in the event the ownership of the mortgaged premises, or any part thereof,

becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagors without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee and no extension of the time for the payment of said debt given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

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

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

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

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or John I. Rowe and _____, 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 may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

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

WITNESS the hands and seals of the Mortgagors.

Test: James D. Gross (SEAL)

Laura R. Jickling Ethel L. Gross (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 2nd day of November, 1934, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared James D. Gross and Ethel L. Gross, 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) Laura R. Jickling

Notary Public.

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

For value received, Home Owners' Loan Corporation hereby assigns the above and within mortgage unto James Oliver Clark for the purpose of foreclosure and collection.

As witness the corporate seal of said Home Owners' Loan Corporation and the signature of Charles B. Lyddane, Regional Treasurer of said corporation, this 25 day of June, 1942.

Witness: (CORPORATE SEAL) HOME OWNERS' LOAN CORPORATION

Alice A. Knapped By Charles B. Lyddane

Regional Treasurer

Received for Record 9 day of July 1942, at 3-25 o'clock P.M. and the same day recorded in Liber W. M. B. No. 131, Fol 464, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Filed July 9" 1942.

AFFIDAVIT SHOWING MILITARY STATUS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

On this 9th day of July, 1942, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Oliver Clark, who being

by me duly sworn according to law, deposed and said:

That he is the Attorney for the above named Plaintiff in this proceeding, and upon diligent inquiry it has been found that James Gross is approximately 35 years of age, and that his occupation is oystering, and that the said Ethel Gross is a housewife, and that said Defendant (s)(are) 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 heretc.

J. Oliver Clark, Affiant

Sworn to, acknowledged and subscribed to before me the day and year first above written.

(NOTARIAL SEAL)

Margaret Branzell

My Commission expires May 3rd., 1943.

Notary Public.

Filed July 9" 1942.

Home Owners Loan Corporation

vs.

James D. Gross & Ethel L. Gross

No. 8377 Equity

In the Circuit Court for

Anne Arundel County.

Bond --Filed & Approved July 24" 1942. -- John H. Hopkins, 3rd., Clerk.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS:

That we, J. Oliver Clark Church Circle 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 23rd day of July in the year of our Lord nineteen hundred forty-two.

Whereas, the above bounden J. Oliver Clark by virtue of the power contained in a mortgage from James D. Gross & Ethel L. Gross to Home Owners Loan Corporation bearing date the second day of November, 1934, and recorded among the mortgage records of Circuit Court of Anne Arundel County in Liber W M B No. 131 Folio 460 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

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

Signed, sealed and delivered in the presence of Margaret B. Gallagher As to Surety By Anna Blob

(CORPORATE SEAL)

J. Oliver Clark (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

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

Filed July 24" 1942.

STATEMENT OF MORTGAGE CLAIM.

Statement of Mortgage Claim of Home Owners' Loan Corporation under the mortgage (filed in the above entitled case) from the defendants above captioned: Loan 18-2-C-1198

Date of Loan 11-2-34	
Amount of Loan	$ 640.00
Advances:	
9-17-35 Insurance	8.25
10-26-36 Insurance	10.73
8-17-37 1935, 1936 State & County Tax	20.92
4-17-39 1938 & 1939 State & County Tax	27.32
9-17-39 Insurance	8.94
9-23-40 1940 State & County Tax	14.90
4-2-41 1941 State & County Taxes	14.41
11-19-41 Legal Extension Fee	1.00
2-18-42 1942 State & County Tax 10.50 paid from T.&I.acct.	2.64
TOTAL OF LOAN AND ADVANCES	749.11
LESS CREDITS TO PRINCIPAL	160.42
PRINCIPAL BALANCE	588.69
UNPAID INTEREST AS OF 7/24/42	25.00
TOTAL AMOUNT UNPAID AS OF 7/24/42	613.69

J. Howard Haley, Reg. Accountant

By Edward J. King, Deputy

STATE OF NEW YORK, CITY OF NEW YORK, Sct.

I HEREBY CERTIFY, that on this 17th day of July in the year nineteen hundred and forty-two, before me, the subscriber, a Notary Public of the State of New York, in and for City of New York personally appeared Edward J. King, 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)

Mae R. Fehlman

Notary Public, N.Y. Co.

No. 251, Reg. No. 3290 Cert. filed in Kings Co. No. 49, Reg. No. 3237 Cert. filed in Queens Co. No. 2922, Reg. No. 7937 Cert. filed in Bronx Co. No. 22, Reg. No. 112F43 Cert. filed in Nassau Co. No. 16F43 Cert. filed in _____ Co.

Commission expires March 30, 1943

Filed July 24th., 1942.

In the Matter of the Sale of the Mortgaged Real Estate of James D. Gross and Ethel Gross, his wife.

No. 8377 Equity
In the Circuit Court for
Anne Arundel County.

REPORT OF SALE AND AFFIDAVIT ON MILITARY STATUS --

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

(1). That under and by virtue of the power of sale contained in a mortgage from James D. Gross and Ethel L. Gross, his wife, dated the 2nd day of November, 1934, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 131 folio 460, 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, July 24th, 1942, at 11:15 o'clock A.M., at the Court House door, in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said J. Oliver Clark, Assignee as aforesaid, then and there sold the said property to the Home Owners' Loan Corporation at and for the sum of Five Hundred Dollars ($500.00), it being at that figure the highest bidder therefore, the said property being the following:

All that lot of ground situate in the Seventh Election District of Anne Arundel County, Maryland, more particularly described as follows:

Beginning for the survey at a post standing in the dividing line between the lands of Benjamin Smith and the lands formerly owned by the late Jacob Scott, said post North 51° 45' West 2-2/5 perches from a stone a corner boundary of said Smith and Scott and Joppa Shaw's lots and running from said post and with said dividing line North 51° 45' West 26.04 perches to a post, thence leaving said dividing line and running South 15° 45' West 7.84 perches to a post, thence South 47° 30' East 20.04 perches to a stone, thence North 77° 35' East 5 perches to a post, thence North 38° 15' East 5 perches to the place of beginning. Containing 1 acre 33 square perches, more or less, according to a survey by John Sheppard, Surveyor, in June, 1918.

Being the same property conveyed to the said Ethel L. Gross and James D. Gross, her husband, by deed from Lucy L. Scott, widow, dated June 4, 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 13 folio 364.

Improvements consist of frame dwelling.

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

Terms of Sale: A deposit of $300.00 will be required of the purchaser at the time of the sale, and the balance of the purchase money with interest thereon at the rate of 6% per annum to be paid in cash upon final ratification of sale. Taxes and insurance to be adjusted as of the date of sale.

(3). That the said James D. Gross and Ethel L. Gross, his wife, owners of said mortgaged property at the time of the said sale, were 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 were they in such service within the period of three months prior thereto; which will appear from an affidavit marked "Assignee's Exhibit No. 2", 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 25th day of July, 1942, 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.

Filed July 27th., 1942.

ORDER NISI.

ORDERED, this 27th., day of July, 1942, 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 28th day of August, 1942; PROVIDED 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 August, 1942.

The report states the amount of sale to be Five Hundred Dollars ($500.00).

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., September 4, 1942.

We hereby certify, that the annexed Order Nisi - No. 8377 Equity - James D. Gross & wife - 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 28 day of August, 1942. The first insertion being made the 30 day of July, 1942.

The Capital-Gazette Press, Inc.

By Anne Bennett.

ORDERED, by the Circuit Court for Anne Arundel County, in Equity, this 10th day of August, 1942, 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.

Filed Sept. 10"1942.

Assignee's Exhibit No. 2

AFFIDAVIT SHOWING MILITARY STATUS

(To be filed with Report of Sale of Mortgaged Property)

STATE OF MARYLAND ANNE ARUNDEL COUNTY, to wit:

On this 25th day of July, 1942, 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 agent for Home Owners' Loan Corporation for the sole purpose of making this affidavit; that upon diligent inquiry it has been found that James D. Gross and Ethel Gross, his wife (were) the owner(s) of the mortgaged property referred to in the accompanying Report of Sale at the time of said sale; and that said owner(s) (were) 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 (were) (they) in such service within the period of three months prior thereto.

J. Oliver Clark Affiant

Sworn to, acknowledged and subscribed before me
the day and year first above written.
(NOTARIAL SEAL) Margaret E. Branzell
My Commission Expires May 3,1943. Notary Public.

Filed July 27" 1942.

AUDITOR'S REPORT AND ACCOUNT.

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of James D. Gross and Ethel Gross, his wife, in ac. with J. Oliver Clark, Assignee.

To Assignee for fee	$ 25.00	$
To Assignee for commissions	33.00	58.00
To Assignee for Court costs, viz:		
Clerk of Court - costs	25.75	
Auditor	9.00	34.75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	24.00	
Capital-Gazette Press - handbills	4.75	
Capital-Gazette Press order nisi on report of sale	5.00	
Capital-Gazette Press order nisi on auditor's acct.	5.00	
George W. Scible - auctioneer	10.00	
Fidelity & Deposit Co. - bond premium	10.00	
M. E. Branzell - notary fees	1.00	
One-half Federal revenue stamp	.28	
One-half State revenue stamp	.25	
Clerk of Court - recording assignment	.75	61.03

To Home Owners Loan Corporation, mortgagee -

this balance on account mortgage claim $351.83

$505.61

Amount of mortgage claim filed	$ 613.69	
Cr. Amount allowed as above	351.83	
Balance subject to decree in personam	$261.86	

Cr. July 24 1942	Proceeds of Sale	$500.00
	Refund 1942 State and County taxes - adjusted to day of sale	5.61
		$505.61

Filed October 2" 1942.

ORDER NISI.

ORDERED, This 2nd., day of October, 1942, 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 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 3rd., day of November, next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., November 4, 1942.

We hereby certify, that the annexed Order Nisi - No. 8377 Equity James D. Gross & Ethel Gross - 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 November, 1942. The first insertion being made the 8 day of October, 1942.

The Capital-Gazette Press, Inc.

By Anne Bennett

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 8th day of January, 1943, 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, C. J.

Filed Jany. 8" 1943.

IN THE MATTER OF THE ADOPTION OF HARVEY : No. 8394 Equity
SCOTT WATERS, INFANT, BY LAURA J. YATES : In the Circuit Court for
AND VIRGLE W. YATES, HER HUSBAND : Anne Arundel County.
:

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT.

The Petition of Laura J. Yates and Virgle W. Yates, respectfully shows:

1: That your Petitioner, Virgle W. Yates, is a resident of Anne Arundel County, residing at 112 Severn Avenue, Eastport, Md.

2: That your Petitioner, Laura J. Yates, has resided in Anne Arundel County for approximately two years, and is the wife of Virgle W. Yates, to whom she was married on November 8, 1941, in Eastport, Maryland, with whom she resides at 112 Severn Avenue, Eastport, Maryland.

3: That prior to said marriage, your Petitioner, Laura J. Yates, gave birth to an illegitimate child on the second day of March, 1941, in Anne Arundel County, Maryland.

4: That the father of said child was a married man and about six weeks after its birth, he deserted said infant and your Petitioner, Laura J. Yates, and has never contributed to the support of either of them, or communicated with them in any manner.

5: That there is a natural strong affection existing between your Petitioner, Laura J. Yates, and said infant, and your Petitioner, Virgle W. Yates, has learned to love said infant and is willing and anxious to adopt said infant, who has been in their custody since said marriage of your Petitioners, and who is now known as Harvey Scott Waters, and to have its name changed to Edward Scott Yates; to the end that he may be reared as their own.

6: That your Petitioner, Virgle W. Yates, is enlisted in the Navy as a Ship's Cook, second class, and receives a salary of One hundred thirty five dollars thirty cents ($135.30) per month and is able and willing to provide and care for said infant and is prepared to show that the child's welfare and happiness will be promoted by such adoption.

To the End Therefore:

That a decree may be passed declaring that said infant may be the adopted child of the Petitioners, Laura J. Yates and Virgle W. Yates, her husband.

That the name of said infant be changed to that of Edward Scott Yates.

And for such other and further relief as the nature of this case may require.

And As In Duty Bound, etc.

Marvin I. Anderson
Solicitor for Petitioners

Laura J. Yates
Virgle W. Yates
Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 3rd day of August, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Laura J. Yates, and Virgle W. Yates, her husband, and made oath in due form of law that the matters and facts herein stated are true.

As Witness my hand and seal Notarial.

(NOTARIAL SEAL)

Virginia Russell
Notary Public.

Filed August 6, 1942.

CERTIFICATE OF CHARACTER

August 3, 1942.

We, the undersigned, having known Laura J. Yates and Virgle W. Yates, for the past 16 years, believe them to be of good moral character and fit persons to adopt the said Harvey Scott Waters.

Mrs. Myrtle Henderson
109 Severn Ave., Eastport, Md.
Mr. Mrs. W. H. Bradford
R. F. D. 3 box 834,Annapolis, Md.

Filed August 6" 1942.

In the Matter of the Adoption of Harvey Scott Waters, Infant, by Laura J. Yates, and Virgle W.Yates, her husband.

No. 8394 Equity
In the Circuit Court for
Anne Arundel County.

ORDER OF COURT August 6, 1942.

Upon consideration of the aforegoing Petition, consent of the mother, and natural guardian, and certificate of character, the Court being satisfied of the abandonment by the putitative father and upon careful investigation, that the best interest and welfare of said infant child will be thereby promoted; it is thereupon this 6th day of August, in the year 1942, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered, and decreed that the said Harvey Scott Waters, be, and he is hereby expressly declared the adopted child of the said Laura J. Yates, and Virgle W. Yates, her husband, 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 Harvey Scott Waters, be, and it is hereby changed to Edward Scott Yates.

And it is further ordered that the Petitioners pay the costs of these proceedings, to be taxed by the Clerk.

Ridgely P. Melvin, Judge.

Filed August 6" 1942.

In the Matter of the Adoption : No. 8396 Equity
of Maybelle Carney and John : In the Circuit Court for
Carney, Minors. : Anne Arundel County.

Petition for adoption, Exhibit "A" affidavit and Order of Court.

To the Honorable, the Judge of said Court:

The petition of Rhoderick W. Ross and Mary L. Ross, his wife, respectfully represents:

1. That your petitioners are residents of Anne Arundel County and own a home at Germantown in the Second Election District of Anne Arundel County.

2. That for several months, since April, 1942, your petitioners have had the care and custody of two minors, Maybelle Carney, age 5, and John Carney, age 4, both of whom are the children of John Carney and his divorced wife, Edith Libotte, remarried.

3. That neither of the parents has been interested in the care, maintenance and custo-

dy of their children, and while their parents were married and living together in Philadelphia, the children were deserted on several occasions, and had to be taken to the home of the grandmother, Mrs. Davey; that, after the said John Carney and his wife, separated, because of marital differences, the children were occasionally abandoned; that the parents came to Annapolis early in 1942, and were subsequently divorced here, and the two children were placed with your petitioners who have become attached to them, and love them.

4. That your petitioners have, at different times talked with the grandmother, Mrs. Davey, and with the parents, about the adoption of said children, and Mrs. Davey has stated that she is satisfied to have your petitioners adopt the children, as she is financially unable to support them; that John Carney, the father of the children, has written your petitioners a letter stating that he was willing for them to adopt the children, as will appear by reference to a letter attached hereto as a part hereof; that Edith Libotte, the mother, signed a paper consenting to the adoption, and your petitioners recently sent the paper to the father, John Carney in Upper Darby, Pennsylvania, for his signature, but he has not returned the paper.

5. That neither John Carney, the father, nor Edith Libotte, the mother, who has not remarried, has shown any interest in the welfare of their children, and have refused to take them or to provide for their maintenance and support.

6. That, under these circumstances, your petitioners, who are financially able to provide a good home for these children, and to raise and educate them properly, feel that it would be to the best interest of said children that they be legally adopted by your petitioners.

Wherefore your petitioners pray this Court to sign a decree authorizing them to adopt the said Maybelle Carney and John Carney as their children, and to have the children change their name to Ross, unless the said John Carney and Edith Libotte, or either of them show cause to the contrary within a time to be fixed by this Court, why such a decree of adoption should not be passed.

And as in duty bound, etc.

Rhoderick W. Ross

Benjamin Michaelson

Mary L. Ross

Solicitor for Petitioners.

Petitioners.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT on this 6th day of August, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Rhoderick W. Ross and Mary L. Ross, his wife, and they made oath in due form of law that the matters and things set forth in the aforegoing petition are true to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Lina Johnson

Notary Public.

Filed August 7th 1942.

Upon the foregoing petition, exhibit, and affidavit, it is hereby ordered this 7th day of August, 1942, by the Circuit Court for Anne Arundel County that John Carney and Edith Libotte show cause on or before the 28th day of August, 1942, why a decree should not be passed by this Court declaring the aforesaid children, Maybelle Carney and John Carney to be the adopted chil-

dren of Rhoderick W. Ross and Mary L. Ross, his wife, provided that the said John Carney and Edith Libotte be served with a copy of the petition for adoption and this order of Court on or before the 10th day of August, 1942.

Ridgely P. Melvin, Judge.

Filed August 6" 1942.

EXHIBITS

July 7th 1942

Dear Mrs. Ross

I am writing to you to ask if you will still adopt the children I tryed to join the Army today but I can't get in with the two children to support

If you still want to adopt the children you can mail the papers to me and I will sign them and mail them back to you I want to go in the Army but I cant until I have no one to support so I will wait to see what you want to do.

I hope the children are getting along O.K. you can write to me at this address.

John Carney
c/o A. H. Peterson
101 Kenmore Rd Highland Park
Upper Darby Pa.

Philadelphia
August 5 - 1942.

Judge Melvin:

Mrs. Ross has asked me to give you some information regarding my son's (John Carney) children.

To my mind the children have never had a real home or care, only while they were with me, and now with Mrs. Ross.

The children's Mother has left them several times and several times I have made a home for them for her to take care of them but she has gone off and left them each time.

I know at the present time John (my son) is in no position to take care of the children He is staying with my husband and I at the present time but how long I do not know.

If there is any other question you would like to ask me I shall be more than glad to help you.

Sincerely

Maybelle Davey

Receipts for Registered Articles --Filed Sept. 1" 1942.

To the Honorable, the Judge of said Court:

We, the undersigned parents of Maybelle Edith Carney age 5, and John Rondell Carney, age 4, do hereby consent to the adoption of our children, the said Maybelle Edith Carney and John Rondell Carney, by Roderick W. Ross and Mary L. Ross, his wife, and we do hereby fully approve and ratify any decree of this Court which is required to have said children legally adopted by Roderick W. Ross and Mary L. Ross, his wife.

Witness our hands and seals this 29th day of May, 1942.

_____ (SEAL)

Edith Libotte (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29th day of May, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Edith Libotte and she duly acknowledged the aforegoing instrument to be her respective act and Agreement.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Lina Johnson

Notary Public.

Filed August 7" 1942.

FINAL DECREE FOR ADOPTION.

IT appearing from the proceedings in this cause that no cause to the contrary has been shown by John Carney and Edith Libotte, parents of Maybelle Carney and John Carney, although due notice of these proceedings and the order to show cause was served upon them, and the proceedings having been fully considered by the Court.

IT is thereupon this 2nd day of September 1942, by the Circuit Court for Anne Arundel County adjudged, ordered and decreed that Maybelle Carney age five and John Carney age four be, and they are hereby declared to be the legally adopted children of Rhoderick W. Ross and Mary L. Ross, his wife, and they are further authorized to change their names to Maybelle Ross and John Ross.

Ridgely P. Melvin, Judge.

Filed Sept. 2" 1942.

JEROME A. LOUGHRAN, Attorney Named in Mortgage, Plaintiff,	:	No. 8398 Equity
	:	In the Circuit Court
	:	for
Vs.	:	Anne Arundel County.
HARRY C. DORSEY, Defendant.	:	

ORDER OF DOCKET -- Filed August 10" 1942.

Mr. Clerk:

Please docket a case as above entitled, and file the accompanying Plaintiff's Exhibit "A", and also bond.

Jerome A. Loughran,

Solicitor for Plaintiff.

PLAINTIFF'S EXHIBIT "A".

Md. State Stamps $.80

THIS MORTGAGE, Made this 6th day of November, in the year nineteen hundred and thirty-nine, by Harry C. Dorsey, unmarried, Mortgagor, of Anne Arundel County, in the State of Maryland, of the first part, and James P. Cavanaugh, Mortgagee, of the second part.

WHEREAS the said Harry C. Dorsey has this day borrowed of the said James P. Cavanaugh the full sum of Seven Hundred and Twenty Dollars and Twenty Five Cents ($720.25), and has given therefor to the said James P. Cavanaugh his promissory note for said principal sum, dated evenly

herewith, and payable two years after date, with interest payable semi-annually, to better secure the payment of said sum of Seven Hundred and Twenty Dollars and Twenty Five Cents ($720.25), with interest as aforesaid, according to the tenor of said promissory note, these presents are executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor, Harry C. Dorsey, does grant and convey unto the said Mortgagee, James P. Cavanaugh, his heirs and assigns, in fee simple, all those two pieces or parcels of ground, situate and lying in the Fifth Election District of Anne Arundel County and said State, which are more particularly described and referred to as follows, that is to say:

FIRST PARCEL: All that piece or parcel of ground, which in the return of the Commissioners in the Partition Proceeding between C. Edgar Dorsey and wife, and Emma L. Dorsey and the said Harry C. Dorsey, recorded among the Equity Records of the Circuit Court for Anne Arundel County, in Equity, in Liber G. W. No. 42, folio 306, etc., was awarded to Emma L. Dorsey, for life, as her dower, and more particularly described as containing 71.90 acres of land, more or less, and in said return designated as Lot "A", and which after the death of the said Emma L. Dorsey, said piece or parcel of land became vested in the said Harry C. Dorsey and C. Edgar Dorsey, only children and heirs at law of Allen G. Dorsey and the said Emma L. Dorsey, the said Emma L. Dorsey having departed this life on the 28th day of December, 1929, and said property then became vested in the said Harry C. Dorsey, and Edgar Allen Dorsey, Harry C. Dorsey of E., Emma C. McAtee and Lilly M. Larkin, only children and heirs at law of C. Edgar Dorsey, the said C. Edgar Dorsey having predeceased the said Emma L. Dorsey, and the said Harry C. Dorsey having acquired the one-half undivided interest of the said Edgar Allen Dorsey, Harry C. Dorsey of E., Emma C. McAtee and Lilly M. Larkin in and to the aforementioned piece or parcel of ground by the four following deeds, namely, (1) Deed from Harry C. Dorsey of E., and Anna Dorsey, his wife, to the said Harry C. Dorsey, dated the 5th day of August, 1930, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 81, folio 250, etc; (2) Deed from Edgar Allen Dorsey and Grace Dorsey, his wife, to the said Harry C. Dorsey, dated the 9th day of July, 1930, and recorded among said Land Records in Liber F. S. R. No. 81, folio 252, etc; (3) Deed from Emma C. McAtee and Ralph McAtee, her husband, to the said Harry C. Dorsey, dated the 25th day of May, 1931, and recorded among said Land Records in Liber F. S. R. No. 86, folio 64, etc.; and (4) Deed from Lilly M. Larkin and Thomas J. Larkin, her husband, to the said Harry C. Dorsey, dated the 2nd day of June, 1931, and recorded among said Land Records in Liber F. S. R. No. 86, folio 62, etc.

SAVE AND EXCEPTING out of the above mentioned piece or parcel of ground, the following pieces or parcels of land: (1) Deed from Daniel M. Murray, Attorney, Emma L. Dorsey, widow, and the said Harry C. Dorsey, to the Patapsco Ballast Company, dated March 14, 1919, and recorded among said Land Records in Liber W. N. W. No. 10, folio 91, etc., and therein said to contain 31.73 acres, more or less; (2) Deed from Harry C. Dorsey to James F. Pitzinger and Idella E. Pitzinger, his wife, dated July 29, 1931, and recorded among said Land Records in Liber F. S. R. No. 86, folio 66, etc., and therein said to contain 1.5 acres, more or less; (3) Deed from Harry C. Dorsey to Ida F. Bachman, dated August 21, 1935, and recorded among said Land Records in Liber F. A. M. No. 143, folio 151, etc., and therein said to

contain 1 acre; (4) Deed from Harry C. Dorsey to the Arundel Corporation, dated June 18, 1936, and recorded among said Land Records in Liber F. A. M. No. 151, folio 441, etc., and therein said to contain 11.243 acres; (5) Deed from Harry C. Dorsey to Gustav A. Dill and Anna Dill, his wife, dated October 27, 1936, and recorded among said Land Records in Liber F. A. M. No. 157, folio 108, etc., and therein said to contain 7.06 acres; (6) Deed from Harry C. Dorsey to Frank B. Braun and Mildred G. Braun, his wife, dated November 24, 1936, and recorded among said Land Records in Liber F. A. M. No. 157, folio 375, etc., and therein said to contain 1 acre, more or less; (7) Deed from Harry C. Dorsey to George Alvin Keene and Eva Elsie Keene, his wife, dated March 31, 1937, and recorded among said Land Records in Liber F. A. M. No. 161, folio 206, etc., and therein said to contain .581 acres, more or less; (8) Deed from Harry C. Dorsey to Frank B. Braun, Mildred G. Braun/his wife, dated December 14, 1937, and recorded among said Land Records in Liber F. A. M. No. 174, folio 219, etc., and therein said to contain 1 acre, more or less; (9) Deed from Harry C. Dorsey to George Alvin Keene and Eva Elsie Keene, his wife, dated September 13, 1938, and recorded among said Land Records in Liber F. A. M. No. 188, folio 166, etc., and therein said to contain .581 acres, more or less; (10) Deed from Harry C. Dorsey to William E. Rebstock and Mildred F. Rebstock, his wife, dated August 18, 1938, and recorded among said Land Records in Liber F. A. M. No. 188, folio 171, etc. and therein said to contain 3.32 acres, more or less; (11) Deed from Harry C. Dorsey to James Marshall and Katherine Marshall, his wife, dated August 24, 1939, and recorded among said Land Records in Liber J.H.H. No. 207, folio 358, etc., and therein said to contain .427 of an acre, more or less; and (12) Deed from Harry C. Dorsey to Joseph Liberto and Maria A. Liberto, his wife, and therein said to contain 1.366 acres, more or less, which said deed is intended to be recorded among said Land Records subsequent to the recording of these presents.)

SECOND PARCEL: All that piece or parcel of ground, which in the return of the Commissioners in the Partition Proceeding between C. Edgar Dorsey and wife, and Emma L. Dorsey and the said Harry C. Dorsey, recorded among the Equity Records of the Circuit Court for Anne Arundel County, in Equity, as aforesaid, was awarded to the said Harry C. Dorsey, and therein more particularly described as containing 71.90 acres of land, more or less, and in said return designated as Lot "B".

(SAVE AND EXCEPTING out of the above mentioned piece or parcel of ground the following pieces or parcels of land: (1) Deed from Harry C. Dorsey to Joseph Ray and Bessie Ray, his wife, dated November 12, 1920, and recorded among said Land Records in Liber W. N. W. No. 35, folio 228, etc., and therein said to contain 5.65 acres, more or less: (2) Deed from Harry C. Dorsey to Frank Klima and Eliza Klima, his wife, dated May 27, 1922, and recorded among said Land Records in Liber W. N. W. No. 55, folio 367, etc., and therein said to contain 4 acres, more or less; (3) Deed from Harry C. Dorsey to the said Frank Klima and Eliza Klima, his wife, dated November 11, 1922, and recorded among said Land Records in Liber W. N. W. No. 56, folio 388, etc., and therein said to contain 4.33 acres, more or less; (4) Deed from Harry C. Dorsey to Charles G. Robinson and others, dated September 25, 1924, and recorded among said Land Records in Liber W. N. W. No. 91, folio 103, etc., and therein said to contain 3.28 acres, more or less; (5) Deed from Harry C. Dorsey to Benjamin Ensor and Frieda Ensor, his wife, dated December 7, 1929, and recorded among said Land Records in Liber F. S. R. No. 70, folio 11, etc., and therein said to contain 1 acre, more or less; (6) Deed from Harry C. Dorsey

to Julius Winskowski and wife, dated December 7, 1929, and recorded among said Land Records in Liber F. S. R. No. 70, folio 13, etc., and therein said to contain 1 acre, more or less; (7) Deed from Harry C. Dorsey to said Benjamin Ensor and Frieda Ensor, his wife, dated October 30, 1930, and recorded among said Land Records in Liber F. S. R. No. 81, folio 240, etc., and therein said to contain 6.45 acres, more or less; (8) Deed from Harry C. Dorsey to Charles G. Robinson and Sadie Robinson, his wife, dated March 30, 1939, and recorded among said Land Records in Liber J.H.H. No. 198, folio 420, etc., and therein said to contain 1.571 acres of land, more or less; (9) Deed from Harry C. Dorsey to Amos H. Clark and Wanda M. Clark, his wife, dated October 18, 1930, and recorded among said Land Records in Liber F. S. R. No. 81, folio 236, etc., and therein said to contain 4 acres, more or less; (10) Deed from Harry C. Dorsey to Charles Kamp and Donnie Kamp, his wife, dated April 5, 1933, and recorded among said Land Records in Liber F. S. R. No. 112, folio 299, etc., and therein said to contain 1.72 acres, more or less; (11) Deed from Harry C. Dorsey to Lilly M. Larkin and Thomas J. Larkin, her husband, dated April 8, 1931, and recorded among said Land Records in Liber F. A. M. No. 140, folio 120, etc., and therein said to contain 2 acres of land, more or less; (12) Deed from Harry C. Dorsey to Christopher Pitzinger and Lula Pitzinger, his wife, dated June 19, 1936, and recorded among said Land Records in Liber F. A. M. No. 153, folio 71, etc., and therein said to contain 1.04 acres, more or less; and (13) Deed from Harry C. Dorsey to Charles E. Arnold and Marie Arnold, his wife, dated October 25, 1937, and recorded among said Land Records in Liber F. A. M. No. 174, folio 111, etc., and therein said to contain 1.4 acres, more or less.)

(SUBJECT, HOWEVER, to a right of way 150 feet wide which by deed recorded among said Land Records in Liber F. S. R. No. 79, folio 357, etc., on April 10th, 1931, was granted and conveyed by the said Harry C. Dorsey to the Susquehanna Transmission Company; and also subject to those several rights of way mentioned and described in several of the deeds above referred to.)

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 James P. Cavanaugh, his heirs and assigns, in fee simple.

PROVIDED, that if the said Harry C. Dorsey, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Seven Hundred Twenty Dollars and Twenty Five Cents ($720.25) 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 Harry C. Dorsey 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 Harry C. Dorsey 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 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 James P. Cavanaugh, his personal representatives or assigns, or Jerome A. Loughran, his Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Twenty Five dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor for himself, his heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor for himself, his heirs, personal representatives and assigns, does hereby covenant to pay, and the said Mortgagee, his personal representatives or assigns, or Jerome A. Loughran, his said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Harry C. Dorsey, 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 Mortgagee, his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Hundred Eleven Dollars and Twenty Five Cents ($711.25) 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 hand and seal of the said Mortgagor.

Test: Harry C. Dorsey (SEAL)

C. Orman Manahan.

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I Hereby Certify, that on this 6th day of November, 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 Harry C. Dorsey, unmarried, the Mortgagor named in the aforegoing Mortgage and acknowledged the aforegoing Mortgage to be his act. At the same time also appeared James P. Cavanaugh, 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.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

C. Orman Manahan
Notary Public.

Filed August 10" 1942.

Bond -- Filed & Approved August 10" 1942 -- John H. Hopkins, 3rd., Clerk.

KNOW ALL MEN BY THESE PRESENTS.

THAT WE, Jerome A. Loughran, Attorney named in mortgage as principal, and The American Surety Company of New York, as surety are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand ($2,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 10th day of August in the year nineteen hundred and forty-two.

WHEREAS, The above bounden Jerome A. Loughran, Attorney as aforesaid by virtue of the power contained in a mortgage from Harry C. Dorsey to James P. Cavanaugh bearing date the 6th day of November nineteen hundred and thirty nine and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 210 Folio 1 and the said Jerome A. Loughran, Attorney as aforesaid, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bounden the said Jerome A. Loughran, Attorney as aforesaid do and shall well and truly and faithful 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
Janet Peddicord
Charles E. Hogg

(CORPORATE SEAL)

Jerome A. Loughran (L.S.)
Attorney Named in Mortgage
The American Surety Co. of New York (L S)
By Jerome A. Loughran (L S)
Attorney-in-fact.

Filed August 10" 1942.

Jerome A. Loughran, Attorney named in Mortgage
Plaintiff

vs.

Harry G. Dorsey Defendant

No. 8398 Equity
In the Circuit Court for
Anne Arundel County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Jerome A. Loughran, Attorney Named in mortgage, the Plaintiff in the above entitled case, respectfully shows:

(1) That he is the Attorney named in a mortgage from Harry C. Dorsey, to James P. Cavanaugh dated the 6th day of November, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 210, folio 1, etc., and as such Attorney named in mortgage was thereby authorized in case of default in any of the covenants, conditions or agreements therein, to sell the property thereby mortgaged, as will more fully and at large appear, by reference to said original mortgage, heretofore filed in this proceeding, marked "Plaintiff's Exhibit A", and prayed to be taken as part of this report of sale.

(2) That there was such default, in that the interest due on said mortgage from the 6th day of November, 1939, was over-due and unpaid and the taxes on said property were also in arrears.

(3) That he, therefore, filed in this Court his bond, by corporate surety according to law, which was duly approved, and after giving notice of the time, place, manner and terms of sale by advertisement inserted in The Capital-Gazette Press, Inc., a weekly newspaper published in said Anne Arundel County, for more than twenty days next before the day of sale, he did, pursuant to said notice, attend on the premises on the road leading off the Elkridge Landing Road, and known as Dorsey Heights Road, near Linthicum Heights, in the Fifth Election District of Anne Arundel County, Maryland, on Friday, the 4th day of September, 1942, at 2 o'clock P. M., and then and there proceeded to sell said mortgaged property in manner following, that is to say:

Your Attorney named in mortgage offered by public auction and as a whole, all of the real estate and property by said mortgage conveyed, and sold the same to Frankie Wilson, at and for the price and sum of Two Thousand and Fifty Dollars ($2,050.00), she being, then and there, at said sum, the highest bidder therefor.

(4) That by the terms of said sale, the purchaser paid Five Hundred Dollars ($500.00) as a deposit on said property at the time and place of sale, and the balance of said purchase price for said property is to be paid in cash upon the ratification thereof by this Court, and taxes and all other fixed charges to be adjusted to day of sale and conveyancing, including cost of United States Revenue Stamps, and State recordation stamps on said deed is to be at the expense of the purchaser.

ALL OF WHICH IS RESPECTFULLY SUBMITTED,

Jerome A. Loughran

Attorney Named in Mortgage.

STATE OF MARYLAND, HOWARD COUNTY, SCT:

I HEREBY CERTIFY, That on this 17th day of September, 1942, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, and residing in Howard County aforesaid, personally appeared Jerome A. Loughran, Attorney named in mortgage, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true to the best of his knowledge and belief.

AS WITNESS MY HAND AND NOTARIAL SEAL.

(NOTARIAL SEAL)

Hilda L. Curran

Notary Public.

ORDER NISI

ORDERED, this 18th., day of September, 1942, by the Circuit Court for Anne Arundel County, sitting in Equity, that the public sale of the property mentioned in these proceedings, made and reported by Jerome A . Loughran, Attorney named in mortgage, be ratified and confirmed unless cause to the contrary be shown on or before the 20th, day of October, 1942, provided a copy of this order be inserted in some weekly newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th., day of October, 1942.

The report states the amount of public sale to be $2,050.00.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., October 23, 1942.

We hereby certify, that the annexed Order Nisi - No. 8398 Equity - Harry C. Dorsey - 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 20 day of October, 1942. The first insertion being made the 24 day of September, 1942.

The Capital-Gazette Press, Inc.

By Anne Bennett.

ORDERED, by the Circuit Court for Anne Arundel County, in Equity, this 23rd day of October, 1942, that the public sale, made and reported by the 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 to the Auditor.

Ridgely P. Melvin, Judge.

Filed Oct. 23, 1942

Advertisement of Sale Jerome R. Loughran, Solicitor.

Attorney's Sale of Valuable Property in Fee Simple Situate in the Fifth Election District of Anne Arundel County, near Linthicum Heights.

Under and by virtue of the special power of sale contained in a mortgage from Harry C. Dorsey to James P. Cavanaugh, dated the 6th day of November, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 210, folio 1, etc. (default having occurred in the payment of the interest and taxes under said mortgage), I, as the attorney named in said mortgage, to sell in case of default thereof, will sell at public auction, on the premises, on the road leading off the Eldridge Landing Road, and known as Dorsey Heights Road, on Friday, September 4, 1942, at 2 o'clock P.M., all the property by said mortgage conveyed, the same being described as follows:

First Parcel: All that piece or parcel of ground, which in the return of the Commissioners in the Partition Proceeding between C. Edgar Dorsey and wife, and Emma L. Dorsey and the said Harry C. Dorsey, recorded among the Equity Records of the Circuit Court for Anne Arundel County, in Equity, in Liber G. W. No. 42, folio 306, etc., was awarded to Emma L. Dorsey for life, as her dower, and more particularly described as containing 71.90 acres if land, more or less, and in said return designated as Lot "A", and which after the death of the said Emma L. Dorsey, said piece or parcel of land became vested in the said Harry C. Dorsey and C. Edgar Dorsey, only children and heirs at law of Allen G. Dorsey and the said Emma L.

Dorsey, the said Emma L. Dorsey having departed this life on the 28th day of December 1929, and said property then became vested in the said Harry C. Dorsey and Edgar Allen Dorsey, Harry C. Dorsey of E., Emma C. McAtee and Lilly M.Larkin, only children and heirs at law of C. Edgar Dorsey, the said C. Edgar Dorsey having predeceased the said Emma L. Dorsey, and the said Harry C. Dorsey having acquired the one-half undivided interest of the said Edgar Allen Dorsey, Harry C. Dorsey of E., Emma C. McAtee and Lilly M. Larkin in and to the aforementioned piece or parcel of ground by the four following deeds, namely, (1) That lot which by deed from Harry C. Dorsey of E., and Anna Dorsey, his wife, to the said Harry C. Dorsey, dated the 5th day of August, 1930, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 81, folio 250, etc.; (2) That lot which by deed from Edgar Allen Dorsey and Grace Dorsey, his wife, to the said Harry C. Dorsey, dated the 9th day of July, 1930, and recorded among the said Land Records in Liber F. S. R. No. 81, folio 252, etc.; (3) That lot which by deed from Emma C. AcAtee and Ralph McAtee, her husband, to the said Harry C. Dorsey, dated the 25th day of May, 1931, and recorded among said Land Records in Liber F. S. R. No. 86, folio 64, etc., and (4) That lot which by deed from Lilly M. Larkin and Thomas J. Larkin, her husband, to the said Harry C. Dorsey, dated the 2nd day of June, 1931, and recorded among said Land Records in Liber F. S. R. No. 86, folio 62 , etc.

(Save and excepting out of the above mentioned piece or parcel of ground, the following pieces or parcels of land: (1) That lot which by deed from Daniel M. Murray, Attorney, Emma L. Dorsey, widow, and the said Harry C. Dorsey, to the Patapsco Ballast Company, dated March 14, 1919, and recorded among said Land Records in Liber W. N. W. No. 10, folio 91, etc., and therein said to contain 31.73 acres, more or less; (2) That lot which by deed from Harry C. Dorsey to James F. Pitzinger and Idella E. Pitzinger, his wife, dated July 29, 1931, and recorded among said Land Records in Liber F. S. R. No. 86, folio 66, etc., and therein said to contain 1.5 acres, more or less; (3) That lot which by deed from Harry C. Dorsey to Ida F. Bachman, dated August 21, 1935, and recorded among said Land Records in Liber F. A. M. No. 143, folio 151, etc., and therein said to contain 1 acre; (4) That lot which by deed from Harry C. Dorsey to the Arundel Corporation, dated June 18, 1936, and recorded among said Land Records in Liber F. A. M. No. 151, folio 441, etc., and therein said to contain 11.243 acres; (5) That lot which by deed from Harry C. Dorsey to Gustaw A. Dill and Anna Dill, his wife, dated October 27, 1936, and recorded among said Land Records in Liber F. A. M. No. 157, folio 108, etc., and therein said to contain 7.06 acres; (6) That lot which by deed from Harry C. Dorsey to Frank B. Braun and Mildred G. Braun, his wife, dated November 24, 1936, and recorded among said Land Records in Liber F. A. M. 157, folio 375, etc., and therein said to contain 1 acre, more or less; (7) That lot which by deed from Harry C. Dorsey to George Alvin Keene and Eva Elsie Keene, his wife, dated March 31, 1937, and recorded among said Land Records in Liber F. A. M. No. 161, folio 206, etc., and theerin said to contain .581 acres, more or less; (8) That lot which by deed from Harry C. Dorsey to Frank B. Braun and Mildred G. Braun, his wife, dated December 14, 1937, and recorded among said Land Records in Liber F. A. M. No. 174, folio 219, etc., and therein said to contain 1 acre, more or less; (9) That lot which by deed from Harry C. Dorsey to George Alvin Keene and Eva Elsie Keene, his wife, dated September 13, 1938, and recorded among said Land Records in Liber F. A. M. No. 188, folio 166, etc., and therein said to contain .581 acres, more or less; (10) That lot which by deed from Harry C. Dorsey

to William E. Rebstock and Mildred F. Rebstock, his wife, dated August 18, 1938, and recorded among said Land Records in Liber F. A. M. No. 188, folio 171, etc., and therein said to contain 3.32 acres, more or less; (11) That lot which by deed from Harry C. Dorsey to James Marshall and Katherine Marshall, his wife, dated August 24, 1939, and recorded among said Land Records in Liber J.H.H. No. 207, folio 358, etc., and therein said to contain .427 of an acre, more or less; (12) That lot which by deed from Harry C. Dorsey to Joseph Liberto and Marie A. Liberto, his wife, dated 2nd day of December, 1939, and recorded among said Land Records in Liber J.H.H. No. 211, folio 185, etc. and therein said to contain 1.366 acres, more or less; (13) That lot which by deed from Harry C. Dorsey to Frank B. Braun and Mildred G. Braun, his wife, dated the 9th day of November, 1939, and recorded among said Land Records in Liber J.H.H. No. 209, folio 334, etc., and therein said to contain 1 acre of ground, more or less; and (14) That lot which by deed from Hary C. Dorsey to Norman H. Watts and Catherine A. Watts, his wife, dated October 4, 1940, and recorded among the said Land Records in Liber J.H.H. No. 224, folio 481, etc., and therein said to contain 2.43 acres, more or less.)

Second Parcel: All that piece or parcel of ground, which, in the return of the Commissioners in the Partition Proceedings between C. Edgar Dorsey and wife, Emma L. Dorsey and the said Harry C. Dorsey, recorded among the Equity Records of the Circuit Court for Anne Arundel County, in Equity, in Liber G. W. No. 42, folio 306, etc., was allotted to the said Harry C. Dorsey and designated in said proceedings and laid out on a plat filed therein as Division "B", and therein said to contain 71.90 acres of land, more or less. Save and excepting therefrom the following pieces or parcels of land: (1) That lot which by deed dated November 12, 1920, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 35, folio 228, etc., was conveyed by the said Harry C. Dorsey to Joseph Ray and Bessie Ray, his wife, and said therein to contain 5.65 acres. (2) That lot which by deed dated May 27, 1922, and recorded among said Land Records in Liber W. N. W. No. 55, folio 367, etc., was conveyed by the said Harry C. Dorsey to Frank Klema and Eliza Klema, his wife and said therein to contain 4 acres. (3) That lot which by deed dated November 11, 1922, and recorded among said Land Records in Liber W. N. W. No. 56, folio 388, etc., and conveyed by the said Harry C. Dorsey to the said Frank Klema and Eliza Klema, his wife, and said therein to contain 4.33 acres. (4) That lot which by deed dated September 25, 1924, and recorded among said Land Records in Liber W. N. W. No. 91, folio 103, etc., was conveyed by the said Harry C. Dorsey to Charles G. Robinson and others, and said therein to contain 3.28 acres. (5) That lot which by deed dated December 7, 1929, and recorded among said Land Records in Liber F. S. R. No. 70, folio 11, etc., was conveyed by the said Harry C. Dorsey to Benjamin Ensor and Frieda Ensor, his wife, and said therein to contain 1 acre. (6) That lot which by deed dated December 7, 1929, and recorded among said Land Records in Liber F. S. R. No. 70, folio 13, etc., was conveyed by the said Harry C. Dorsey to Julius Winskowski and wife and said therein to contain 1 acre. (7) That lot which by deed dated October 30, 1930, and recorded among the said Land Records in Liber F. S. R. No. 81, folii 240, etc., was conveyed by the said Harry C. Dorsey to the said Benjamin Ensor and Frieda Ensor, his wife, and said therein to contain 6.45 acres. (8) That lot which by deed from Harry C. Dorsey to Charles G. Robinson and Sadie Robinson, his wife, dated March 30, 1939,

and recorded among the said Land Records in Liber J.H.H. No. 198, folio 420, etc., and therein said to contain 1.571 acres of land, more or less; (9) That lot which by deed from Harry C. Dorsey to Amos H. Clark and Wanda M. Clark, his wife, dated October 18, 1930, and recorded among the Land Records in Liber F. S. R. No. 81, folio 236, etc., and therein said to contain 4 acres, more or less; (10) That lot which by deed from Harry C. Dorsey to Charles Kamp and Donnie Kamp, his wife, dated April 5, 1933, and recorded among said Land Records in Liber F. S. R. No. 112, folio 299, etc., and therein said to contain 1.72 acres, more or less; (11) That lot which by deed from Harry C. Dorsey to Lilly M. Larkin and Thomas J. Larkin, her husband, dated April 8, 1931, and recorded among said Land Records in Liber F. A. M. No. 140, folio 120, etc., and therein said to contain 2 acres of land, more or less; (12) That lot which by deed from Harry C. Dorsey to Christopher Pitzinger and Lula Pitzinger, his wife, dated June 19, 1936, and recorded among said Land Records in Liber F. A. M. No. 153, folio 71, etc., and therein said to contain 1.04 acres, more or less; and (13) That lot which by deed from Harry C. Dorsey to Charles E. Arnold and Marie Arnold, his wife, dated October 25, 1937, and recorded among said Land Records in Liber F. A. M. No. 174, folio 111, etc., and therein said to contain 1.4 acres, more or less).

SUBJECT to a right of way 150 feet wide, which by a deed recorded among said Land Records on April 10, 1931, in Liber F. S. R. No. 79, folio 357, etc., was conveyed by the said Harry C. Dorsey to the Susquehanna Transmission Co.; and also subject to those several right of way, mentioned and described in several of the deeds above referred to.

This property contains approximately 57 acres, and is improved by a substantial two-story shingled dwelling house, containing 6 rooms, with electricity, and several small outbuildings, and also a good spring of water. Said property is in a growing community, and is very suitable for development.

TERMS OF SALE: A deposit of $500 will be required of the purchaser on the day of sale, balance of purchase money, with interest, to be paid in cash upon final ratification of sale.

Conveyancing, including costs of revenue stamps and State recordation stamps to be at the expense of the purchaser.

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

Jerome A. Loughran,

Attorney named in Mortgage.

Thomas H. Linthicum, Auctioneer.

Certificate of Publication Annapolis, Md., October 23, 1942.

We hereby certify, that the annexed Attorney's Sale of property from Harry C. Dorsey to James P. Cavanaugh 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 4th day of September, 1942. The first insertion being made the 13th day of August, 1942.

The Capital-Gazette Press, Inc.

By Anne Bennett.

Filed Oct. 23rd., 1942

STATEMENT OF MORTGAGE CLAIM.

STATEMENT OF MORTGAGE CLAIM TO JAMES P. CAVANAUGH BY WAY OF MORTGAGE FROM HARRY C. DORSEY DATED NOVEMBER 6, 1939, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER

J.H.G. #210, FOLIO 1, ETC.

To amount of principal of mortgage dated and recorded as aforesaid,	$720.25
To interest thereon from November 6, 1939 to September 4, 1942,	122.47
To amount of taxes advanced by James P. Cavanaugh on account of 1940 taxes,	25.00
To amount advanced by James P. Cavanaugh for vacancy permit on account of insurance,	3.00
TOTAL ----------	$870.72.

STATE OF MARYLAND, HOWARD COUNTY, Sct:--

I HEREBY CERTIFY, That on this 12th day of November, 1942, before me, a Notary Public of the State of Maryland, duly commissioned and qualified, and residing in Howard County aforesaid, personally appeared James P. Cavanaugh, the Mortgagee named in the aforegoing mortgage and made oath in due form of law that the above statement of mortgage claim is true, to the best of his knowledge and belief.

AS WITNESS MY HAND AND NOTARIAL SEAL.

(NOTARIAL SEAL) Elizabeth C. Leishear

Notary Public.

Filed Nov. 14th., 1942

AUDITOR'S REPORT AND ACCOUNT.

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. Jerome A. Loughran, Attorney named in Mortgagee, vs. Harry C. Dorsey in ac. with Jerome A. Loughran, Attorney named in Mortgage.

To Attorney for fee	$ 25.00	$
To Attorney for commissions	94.90	119.90
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	14.55	
Auditor	9.00	33.55
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	164.00	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
American Surety Co. - bond premium	20.00	
Thos. H. Linthicum - auctioneer's fee	15.00	
J. A. Loughran - notary fees advanced	.75	209.75
To Attorney for Taxes, viz:		
1940 State & County taxes - balance due	14.11	
1941 " " " "	74.94	
1942 " " " " ($65.21-adj)	44.20	133.25

To James P. Cavanaugh, mortgagee - in full for mortgage claim	$	$ 870.72
To S. Lester Earp & E. LeRoy Stiffler, Inc., balance due on funeral bill, as per Court's order of 10/26/42		120.50
To Frank B. Braun - refund amount paid under contracts of 12/14/39 and 5/11/40 - (Order of 9/24/42)		179.00
To Frank B. Braun - refund amount paid under contracts of 6/14/39 and 9/3/40 - (Order of 9/24/42)		306.00
To Wm. Rebstock - refund amount paid under contract of 7/20/40 - (Order of 10/23/42)		90.00
To Estate of Harry C. Dorsey, mortgagor		.51
		$2,063.18

Cr.	Sept. 4 1942	Proceeds of Sale	$2,050.00
		Interest on deferred payment ($1550.00) to 10/23/42	13.08
			$2,063.18

Filed Nov. 16th., 1942

ORDER NISI.

ORDERED, This 16th., day of November, 1942, 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 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 18th., day of December next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., December 23, 1942.

We hereby certify that the annexed Order Nisi - No. 8398 Equity - Jerome A. Loughran, ATtorney vs. Harry C. Dorsey was published in (Auditor's Account) Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 (three) successive weeks before the 18th day of December, 1942. The first insertion being made the 26th day of November, 1942.

The Capital-Gazette Press, Inc.

By Anne Bennett.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd day of December, 1942, 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, C. J.

Filed Dec. 23" 1942.

In the Matter of the Sale of the Mort- :
gaged Real Estate of Lee Wells Kalmey :
and Edith M. Kalmey, his wife :

No. 8400 Equity.
In the Circuit Court for
Anne Arundel County.

Mr. Clerk:

Please docket this suit and file original mortgage, mortgage note, and statement of mortgage debt.

George E. Rullman
Attorney named in Mortgage.

Filed August 12" 1942.

ORIGINAL MORTGAGE

THIS MORTGAGE, Made this 11th day of August in the year nineteen and twenty-eight, by and between Lee Wells Kalmey and Edith M. Kalmey, his wife, parties of the first part, hereinafter all of Anne Arundel County, State of Maryland, and the (State Capital Bank of) The Eastern Shore Trust Company, a body corporate, duly incorporated under the laws of the state of Maryland, party of the second part hereinafter called mortgagee.

WITNESSETH: Whereas the said parties of the first part have borrowed from the said party of the second part the sum of FOUR THOUSAND DOLLARS, ($4000.00), and to secure the prompt payment thereof the said party of the first part have given unto the said party of the second part their promissory note of even date herewith, for said amount, payable in six months from the date hereof, with interest thereon, at the rate of six per centum per annum, payable every three months; and

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

AND it is hereby understood and agreed that the said parties of the first part shall have the option at any time during the existence of this mortgage, and before default shall have occured hereunder, to pre-pay said mortgage debt at any interest-due period in amounts of ONE HUNDRED DOLLARS ,$100.00, or more; the interest to cease on the amount so pre-paid as and when the same is paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:- That for and in consideration of the premises, and the sum of ONE DOLLAR ($1.00), paid by the said party of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, its successors or assigns, in fee simple.

ALL that lot of ground situate in the First Election District of Anne Arundel County, Maryland, at Edgewater Beach, on the Southwest side of Ridge Avenue, with a frontage thereon of fifty (50) feet and a uniform depth of one hundred and twenty-five (125) feet, designated as lot No. nine (9) in Block No. Seven (7), on the plat of Edgewater Beach, made by D. J. Howell and Son, Engineers, and recorded in Plat Book W. N. W. No. 2, folio 33 of Anne Arundel County. Being the identical property which was conveyed to Lee Wells Kalmey and Edith M. Kalmey, his wife, by W. Meade Holladay, widower, by deed dated July 14, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 28, folio 404.

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 (State Capital Bank of) The Eastern Shore Trust Co., its successors heirs and assigns forever.

PROVIDED, that if the said Lee Wells Kalmey and Edith M. Kalmey their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of FOUR THOUSAND Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Lee Wells Kalmey and Edith M. Kalmey 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 Lee Wells Kalmey and Edith M. Kalmey, his wife, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said (State Capital Bank of) The Eastern Shore Trust Company, its successors, or assigns, or George E. Rullman, its Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other 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 said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making

the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors or assigns, or George E. Rullman, its said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Lee Wells Kalmey and Edith M. Kalmey, 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 Four Thousand Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, 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: Lee W. Kalmey (SEAL)

Eleanore Louise Kyle Edith M. Kalmey (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 11th day of August in the year nineteen hundred and twenty-eight before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lee Wells Kalmey and Edith M. Kalmey, his wife, the Mortgagors named in the aforegoing Mortgage and each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared George E. Rullman, 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 Mortgage and is duly authorized to made this affidavit.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Eleanore Louise Kyle

Notary Public.

Filed August 12" 1942.

STATEMENT OF MORTGAGE DEBT.

Note $4000.00 August 11th 1928

Six months after date we promise to pay to the order of (State Capital Bank of) The Eastern Shore Trust Company Four Thousand Dollars ------- with interest at the rate of six per centem per annum, payable every three months.

Value received, Lee W. Kalmey

Secured by Mortgage of Even Date. Edith M. Kalmey

STATEMENT OF MORTGAGE DEBT

Lee Wells Kalmey and Edith M. Kalmey, his wife

To County Trust Company of Maryland

To Balance due on Mortgage Loan	$3,487.75
To Interest from June 11, 1942, to September 11, 1942	52.31
To 1941 State and County taxes paid by County Trust Co. 8/12/42	46.38
Total	$3,586.44

D. J. Thompson, Assistant Cashier.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:--

I hereby certify that on this 12th day of August, in the year 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared D. J. Thompson, Assistant Cashier of the County Trust Company of Maryland, and made oath in due form of law that the matters and facts set forth in the foregoing Statement of Mortgage Debt are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Granville Lee Meredith
Notary Public.

Filed August 12" 1942.

AFFIDAVIT.

In compliance with Soldiers and Sailors Civil Relief Act of Congress October, 1940, and Soldiers and Sailors Civil Relief Act Art. 87A Bagby's Annotated Code of Maryland, 1939 Md.
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:--

George E. Rullman, being first duly sworn, on oath deposes and says that he is the duly authorized agent of the County Trust Company of Maryland, the plaintiff in the above entitled case, and makes this affidavit on its behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress October, 1940, and Soldiers and Sailors Civil Relief Act, Art. 87A Bagby's Ann. Code of Md., 1939 Ed., that on behalf of plaintiff careful investigation has been made to ascertain whether or not the above named defendants are not in the military service of the United States and that as a result of said investigation affiant has discovered and does hereby make oath that said defendants are not in the military service of the United States, that is to say said defendants are not members of the Army, of the United States, the United States Navy, the Marine Corps, the Coast Guard, and are not officers of the Public Health Service detailed by proper authority for duty either with the Army or Navy, and said defendants are not on active duty with any of the branches aforesaid, nor are said defendants under training or education under the supervision of the United States preliminary to induction into the military service, but are employed as civilians and not subject to aforesaid.

George E. Rullman
Attorney and Agent. Affiant.

Subscribed and sworn to before me this 14th day of August, 1942.

(NOTARIAL SEAL)

Granville Lee Meredith
Notary Public.

Filed August 17" 1942.

Bond -- Filed & Approved. John H. Hopkins, 3rd., Clerk-Filed Aug. 17" 1942.

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, Maryland, as principal and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand ($4,000.00) ----Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this Fourteenth day of August, in the year of our Lord Nineteen Hundred Forty-two

WHEREAS, the above bounden George E. Rullman by virtue of the power contained in a mortgage from Lee Wells Kalmey and Edith M. Kalmey his wife, to (State Capital Bank of) The Eastern Shore Trust Co. bearing date the Eleventh day of August, 1928, and recorded among the mortgage records of Anne Arundel County in Liber F. S. R. 37 No.__ Folio 272 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden George E. Rullman has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered — George E. Rullman (SEAL)

in the Presence of (CORPORATE SEAL) NATIONAL SURETY CORPORATION

Granville Lee Meredith — BY Wm. M. Murphy

As to Surety — Attorney in fact.

L. C. Schmitt

L. C. Schmitt

Filed August 17" 1942.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, the Attorney named in the mortgage filed in these proceedings, respectfully shows:

THAT under and by virtue of the power of sale contained in a mortgage from Lee Wells Kalmey and Edith M. Kalmey, his wife, dated August 11, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 37, folio 272, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Rullman, as Attorney named in said Mortgage, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper published in Anne Arundel County, and by 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 8, 1942, at 11:00 o'clock, A. M., and then and there sold the said property to the County Trust Company of Maryland, at and for the sum of TWO THOUSAND DOLLARS ($2,000.00), it being then and there the highest bidder therefor; said property being described as follows:

ALL that lot of ground situate in the First Election District of Anne Arundel County, Maryland, at Edgewater Beach, on the southwest side of Ridge Avenue, with a frontage thereon of fifty (50) feet and a uniform depth of one hundred and twenty-five (125) feet, designated as Lot No. Nine (9) in Block No. Seven (7), on the plat of Edgewater Beach, made by D. J. Howell and Son, Engineers, and recorded in Plat Book W. N. W. No. 2, folio 33, of Anne Arundel County. Being the identical property which was conveyed to Lee Wells Kalmey and Edith M. Kalmey, his wife, by W. Meade Holladay, widower, by deed dated July 14, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 28, folio 404.

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 $300 will be required of the purchaser on 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

Attorney named in Mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this 8th day of September, in the year 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George E. Rullman, Attorney-named-in-Mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth, and that the said sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Granville Lee Meredith

Notary Public.

Filed September 8" 1942.

Advertisement of Sale --- George W. Scible, ----- Auctioneer.

ATTORNEY'S SALE OF VALUABLE YEAR - AROUND RESIDENTIAL PROPERTY

Improved by a one-story frame bungalow, located at Edgewater Beach, in the First Election District of Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from Lee Wells Kalmey and Edith M. Kalmey, his wife, dated August 11, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 37, folio 272, he, the said undersigned will offer for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, Sept. 8, 1942 at 11:00 o'clock A. M. the following described property:

ALL that lot of ground situate in the First Election District of Anne Arundel County, Maryland, at Edgewater Beach, on the southwest side of Ridge Avenue, with a frontage thereon of fifty (50) feet and a uniform depth of one hundred and twenty-five (125) feet, designated as Lot No. Nine (9) in Block No. Seven (7), on the plat of Edgewater Beach, made by D. J. Howell and Son, Engineers, and recorded in Plat Book W. N. W. No. 2, folio 33, of Anne Arundel County. Being the identical property which was conveyed to Lee Wells Kalmey and Edith M. Kalmey, his wife, by W. Meade Holladay, widower, by deed dated July 14, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 28, folio 404.

TERMS OF SALE: A deposit of $300 will be required of the purchasers on 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,
Attorney Named in Mortgage
Lee Building, Annapolis, Md.

AUCTIONEER'S CERTIFICATE

I hereby certify, that I, as Auctioneer, did offer at Public Sale at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, September 8, 1942, the within described property, and then and there sold the same to County Trust Company of Maryland, at and for the sum of TWO THOUSAND DOLLARS ($2,000.00) it being then and there the highest bidder therefore.

Witness: G. W. Scible.

Granville Lee Meredith

PURCHASER'S AGREEMENT.

I hereby certify, that on behalf of the County Trust Company of Maryland, I did purchase at Public Sale at the Court House Door, in the City of Annapolis, Maryland, on Tuesday September 8, 1942, the within described property, at and for the sum of Two Thousand Dollars ($2,000.00), and hereby agree to comply with the terms of sale as herein set forth.

County Trust Company of Maryland
D. J. Thompson
Assistant Cashier.

Filed Sept. 8th., 1942.

ORDER NISI.

ORDERED THIS 8th day of September, in the year 1942, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Attorney-named-in-Mortgage, be ratified and confirmed unless cause to the contrary be shown on or before the 10th 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 10th., day of October next.

The report states the amount of sales to be $2,000.00.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., October 8, 1942.

We hereby certify, that the annexed Order Nisi - Equity No. 8400 - Lee Wells Kalmey & wife 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 10th day of October, 1942. The first insertion being made the 9th day of September, 1942.

The Capital-Gazette Press, Inc.

By Anne Bennett.

Filed Oct. 13" 1942.

ORDERED by the Court, this 14th Day of October 1942, 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 that the Attorney be allowed the usual commissions and such proper expenses as he shall produce voucher for to the Auditor.

Ridgely P. Melvin, Judge.

Filed October 14, 1942.

AUDITOR'S REPORT AND ACCOUNT

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 Lee Wells Kalmey and Edith M. Kalmey, his wife in ac. with George E. Rullman, Attorney named in Mortgage.

To Attorney for fee	$ 50.00	$
To Attorney for commissions	93.00	143.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	13.20	
Auditor	9.00	32.20
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	21.75	
Capital-Gazette Press - handbills	5.25	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
National Surety Corporation - bond premium	16.00	
George W. Scible - auctioneer	11.00	
Granville E. Meredith - affidavits	1.50	
One-half Federal revenue stamps	1.10	
One-half State revenue stamps	1.00	67.60
To Attorney for Taxes, viz:		
1942 State & County taxes ($39.16-adj)		26.91

To County Trust Co. of Maryland, mortgagee-

this balance on account mortgage claim	$	$1,730.29
		$2,000.00

Amount of mortgage claim filed	3,586.44	
Cr. Amount allowed as above	1,730.29	
Balance subject to decree in personam	$1,856.15	

Cr. Sept. 8 1942 Proceeds of Sale $2,000.00

ORDER NISI.

ORDERED, This 21st., day of October, 1942, 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 23rd., 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 23rd day of November next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., November 23, 1942.

We hereby certify, that the annexed Order Nisi - Equity No. 8400 - Lee Wells Kalmey & Edith M. Kalmey - 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 23rd day of November, 1942. The first insertion being made the 22nd day of _____ 1942.

The Capital-Gazette Press, Inc.

By Anne Bennett

Filed Nov. 25th,1942

In the Circuit Court for Anne Arundel County.

ORDERED BY THE COURT, this 27" day of November, 1942, 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.

Filed November 27" 1942.

Anne Arundel County Sanitary Commission, a body corporate, Plaintiff, vs. Albert Lee Stone M. Ilene Thompson Randolph L. Stone Chester O. Stone Donald L. Stone Edwin C. Stone Jessielea Stone, Defendants	:	No. 8399 Equity In the Circuit Court for Anne Arundel County.

BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

1. THAT it is a body corporate created by the Acts of the General Assembly of Maryland in 1922, Chapter 245, which said Act and all subsequent re-enactments or Amendments thereto have been codified in the Code of Public Laws of Maryland, Article 2, title Anne Arundel County, sub-title SANITARY DISTRICTS; with the right to use a common seal, to sue and be sued, and to do any and all other corporate acts for the purpose of carrying out the Law.

2. THAT it is under the jurisdiction of three Commissioners appointed by the County Commissioners of Anne Arundel County.

3. THAT the said Commission has fixed an annual benefit assessment on all property owned by the said Defendants, improved or unimproved, binding upon a street, road, alleys or right-of-way in which a water main, sewer or drain has been built upon the front foot basis for water supply and sewerage construction, and for the purpose of assessing benefits thereon has divided and classified said property as "Sub-division property".

4. THAT under Section 432 of said Code, annual benefit assessments are first liens upon property against which they are assessed until paid, any Statute or limitations to the contrary notwithstanding; subject only to prior State and County taxes.

5. THAT the said Defendants although they have been notified in person, by letter and by bills mailed on the said annual benefit assessments levied by said Commission against their property for the years 1941 and 1942, both inclusive, all of which are now due and unpaid, and they have refused to pay same. And the said Commission files herewith and as a part hereof all bills showing said indebtedness, including penalties to be $34.40, Thirty four and 40/100 Dollars, marked "EXHIBIT No. 1".

6. THAT the said lien is recorded as a public record in a book kept for the purpose among the Land Records of Anne Arundel County, which contitutes a legal notice of such assessments to said Defendants.

7. Albert Lee Stone is the owner of Lots 5002-5003, Block 1006, Glenburnie, Maryland.

TO THE END THEREFORE,

(A) That a Decree may be passed for the sale of said real estate to satisfy the lien of said Commission

(B) THAT a Trustee may be appointed to sell said real estate to satisfy the lien of said Commission.

(C) THAT Your ORATOR may have such other and further relief as its case may require.

MAY IT PLEASE YOUR HONOR to grant unto Your Orator the writ of subpoena, directed to M. Ilene Thompson, Randolph L.Stone, Donald L. Stone, Edwin C. Stone, and Jessielea Stone who

reside in Glen Burnie, Anne Arundel County, Maryland, and Chester O. Stone, who is at No. 1036 Light Street, City of Baltimore, State of Maryland, commanding them to be and appear in this Court at some certain day to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND etc.

ANNE ARUNDEL COUNTY SANITARY COMMISSION, a body corporate,
BY F. E. Maddox, Chairman

R. E. Kindred
Solicitor for Plaintiff

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, That on this 6th day of August, 1942, before me the subscriber, A Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Franklin E. Maddox, Chairman of said Commission, and made oath in due form of law, that the matters and things set forth in the within Bill of Complaint are true to the best of his knowledge and belief and that he was duly authorized by said body corporate to make this affidavit; and also makes oath in due form of law that none of the Defendants are in the Military Service of the United States.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

VIOLA KINDRED
Notary Public.

Filed Aug. 11" 1942.

PETITION, AFFIDAVIT & ORDER.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE PETITION of M. Ilene Thompson, Guardian of Edwin C. Stone and Jessielea Stone, Infants, the Plaintiff in the above cause, respectfully represents:

THAT the said Edwin C. Stone and Jessielea Stone, two of the Defendants in this cause have been duly returned summoned, but being infants they cannot answer and defend this suit for themselves.

YOUR PETITIONER therefore prays Your Honor to appoint a Guardian Ad Litem to appear and answer for said infants.

AND as in duty bound, etc.

F. E. Maddox
Plaintiff

R. E. Kindred
Solicitor for Plaintiff

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 6th day of August, 1942, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Franklin E. Maddox, Chairman of the Anne Arundel County Sanitary Commission and made oath in due form of law that the matters and facts set forth in the within Petition are true to the best of his knowledge and belief, and he also makes oath in due form of law that neither of the said infants are in the military service of the United States.

AS WITNESS my hand and Notarial seal.

(NOTARIAL SEAL)

Viola Kindred
Notary Public.

UPON THE AFOREGOING Petition and Affidavit it is this 11th day of August, 1942, by the Circuit Court for Anne Arundel County in Equity, ORDERED, that Noah A. Hillman, be, and he is hereby appointed Guardian ad Litem to file an answer for Edwin C. Stone and Jessielea Stone, infant Defendants.

Ridgely P. Melvin, A.J.

Filed Aug. 11th 1942.

PLAINTIFF'S EXHIBIT NO. 1

Exams. Exh. A with testimony J.D.S.

Water main and (or) sewer front foot benefit charge, as follows:

Year from January 1 to December 31, 1941	$8.96
Year from January 1 to December 31, 1942	8.24
Year from January 1 to December 31, 1941	8.96
Year from January 1 to December 31, 1942	8.24
	$34.40

Filed Aug. 11- 1942.

ORDER OF PUBLICATION

THE OBJECT of the Bill of Complaint in the above case is to notify Albert Lee Stone one of the Defendants, whose whereabouts are unknown of the Bill of Complaint filed against him and others.

THE BILL states that the said Albert Lee Stone is the owner of Lots Nos. 5002 and 5003, Block 1006, Plat of Glen Burnie duly recorded among the Land Records of Anne Arundel County in which he owes the sum of $34.40 water benefit assessments for the years 1941 and 1942, now past due, and which said assessments are first leins against said land; subject to prior State and County taxes.

AND in the said Bill the said Plaintiff prays that a Decree may be passed appointing a Trustee to sell said land and improvements to satisfy said lien.

IT IS THEREUPON, this 11th day of August, 1942, by the Circuit Court for Anne Arundel County in Equity, ordered that the Plaintiff cause a copy of this Order with the object and substance of the Bill be inserted in some newspaper published in Anne Arundel Arundel County, once a week for three successive weeks, before the 12th day of September 1942, giving notice to the said Albert Lee Stone to appear in this Court in person or by Solicitor on or before the 28th day of September 1942, to show cause, if any there be, why a decree shall not be passed as prayed.

John H. Hopkins, 3rd., Clerk.

Filed Aug. 11th., 1942.

Certificate of Publication

Annapolis, Md., September 5, 1942.

We hereby certify, that the annexed Order of Publication 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 28 day of September, 1942. The first insertion being made the 12 day of August, 1942.

The Capital-Gazette Press, Inc.

By Anne Bennett.

Filed Sept. 29th 1942.

DECREE PRO CONFESSO Oct 6, 1942

The Defendant, Albert Lee Stone having been duly notified by ORDER OF PUBLICATION, to appear to the Bill of Complaint, and having failed to appear thereto, according to the command of the said ORDER.

IT IS THEREUPON this 6th day of October, 1942, by THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY, ADJUDGED, ORDERED AND DECREED, that the Bill of Complaint be, and the same is hereby taken pro confesso against said non-resident Defendant.

AND IT IS FURTHER ORDERED, that leave is hereby granted the Plaintiff to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said bill.

Ridgely P. Melvin, A.J.

Filed Oct. 6" 1942.

Answer of M. Ilene Thompson, Randolph L. Stone, Chester O. Stone and Donald L. Stone.

The joint and several answer of M. Ilene Thompson, Randolph L. Stone, Chester O. Stone and Donald L. Stone, four of the Defendants in this cause to the Bill of Complaint filed against them and in this Court exhibited.

These Defendants answering say:

THAT they admit the allegations contained in the Bill of Complaint and consent to the passage of a decree appointing Robert E. Kindred Trustee to make sale of the real estate mentioned in these proceedings.

M Ilene Thompson
Randolph L. Stone
Donald L Stone
Chester O. Stone
Defendants.

Noah A. Hillman
Solicitor for Defendants.

Filed Sept. 10" 1942.

Answer of Edwin C. Stone and Jessielea Stone

THE Joint and several Answer of Edwin C. Stone and Jessielea Stone infants by Noah A. Hillman, Guardian ad Litem, duly appointed by Order of this Court to the Bill of Complaint of Anne Arundel County Sanitary Commission, against them in this Court exhibited.

These Defendants, being infants, cannot admit any of the matters and things in said Bill alleged and submit their rights thereunder to the protection of this Court.

AND as in duty bound etc.

Noah A. Hillman
Guardian ad Litem.

Filed Sept. 10" 1942.

Testimony on behalf of the Plaintiff. October 13th, 1942.

PRESENT:--

Mr. Robert E. Kindred, Solicitor for Plaintiff.
Mr. Noah A. Hillman, Guardian ad litem (waives attendance)
Mr. John S. Strahorn, Examiner.
Juliet D. Strahorn, Court Stenographer.
Decree pro Confesso against Albert Lee Stone, Oct. 6th., 1942.

WITNESSES:--

William G. Diller, ----------2 to 4

Thomas Willard Shives, ---------- 5

William G. Diller, a witness of lawful age, being first duly sworn, deposes and says, on behalf of the Plaintiff.

(Kindred).

1. Please state your full name, residence and occupation?

A. William G. Diller, Secretary and Treasurer for the Anne Arundel County Sanitary Commission, Glenburnie, Anne Arundel Co., Maryland.

2. How long have you been Secretary and Treasurer of the Anne Arundel County Sanitary Commission?

A. Since 1927.

3. How long have you been with the Sanitary Commission as an employee?

A. Since 1924.

4. When was The Anne Arundel County Sanitary Commission created and by whom?

A. By Act of the Maryland Legislature, Acts of 1922, Chapter 245.

(Offered for the Court's consideration)

5. Has the Sanitary Commission so created jurisdiction over sewers and water in the various sub-districts? The sub-districts in Anne Arundel County?

A. Yes it has under the Act.

6. Who has jurisdiction of the corporation, The Anne Arundel County Sanitary Commission?

A. Three Commissioners, namely, Franklin E. Maddox, Chairman, Dr. Caldwell Woodruff, Commissioner, and David B. Dunker, Commissioner.

7. Is The Sanitary Commission a Body Corporate?

A. It is.

8. Has it a right to use its common seal?

A. It has.

9. Is it the duty of The Sanitary Commission to levy annual assessments on all properties abutting on its lines?

A. It is, according to the Act under which it operates.

10. In the Bill of The Sanitary Commission it is alleged, under Section 432, " The annual benefit assessments are first liens upon property upon which they are assessed until paid", is that correct?

A. That's right.

11. How about the Statute of Limitations?

A. No Statute of Limitations.

12. Those assessments are subject to what?

A. Interest at 3/4 per cent per month from and after default date until paid; and bills are in default sixty days after the first of each year in which levied.

13. Are these subject to any other prior liens?

A. Subject to prior State and County taxes.

14. Have you a public record filed in the Circuit Court for Anne Arundel County among the Land Records there regarding assessments on all property?

A. We have a Lien Book located in the Clerk's office at the Court House.

15. Does it include these liens?

A. It does.

16. Under the Bill The Sanitary Commission has asked that a Decree be passed for the sale of the real estate mentioned herein to satisfy the lien of the Commissioners, as provided in the Statute?

A. That's right.

17. The Petition also asks that a Trustee be appointed to sell the real estate, is that correct?

A. That's right.

18. Will you explain the method The Sanitary Commission uses in its levies for assessments in the various Districts, especially the sub-districts?

A. The Sanitary Commission levies an annual sewer and (or) water benefit assessment against each property abutting upon a sewer and (or) water line owned by the Commission. This assessment is based on the number of front feet abutting the sewer and (or) water lines of the commission.

19. As Secretary-Treasurer of The Anne Arundel County Sanitary Commission you have supervision over the books of the Commission?

A. Yes I have.

20. Is it your duty to collect all bills for assessments, and other purposes?

A. That's right.

Q. 22½ Have you examine the title to Albert Lee Stone's property mentioned herein?

A. Yes, I have.

Q. 23 Will you please tell us who Mr. Albert Lee Stone purchased his property from?

A. Mr. Stone purchased the property from William and Rose Keuthe on September 19th, 1929, deed recorded in Liber W. M. B. 50 folio 139 covering Lots 5002 and 5003 as shown on the Plat of Curtis Creek Mining and Furnace and Manufacturing Co., recorded in Liber F. S. R. No. 1, Folio 61, the title is still in the name of Albert Lee Stone.

Q. 24 Where is Albert Lee Stone at this time?

A. Albert Lee Stone disappeared on August 23rd, 1935 and has not been heard from since.

Q. 25. Where is Carrie Lee Stone, his wife?

A. Carrie S. Stone died intestate on January 14th, 1942.

Q. 26. Have you requested payment of this Benefit Assessment from the children of Albert Lee Stone and Carrie S. Stone his wife?

A. I have and they have refused payment.

21. Has the Anne Arundel County Sanitary Commission jurisdiction over sewers and water pipes particularly the water line on Light street Road?

A. Yes, they have.

22. Did the Sanitary Commission of Anne Arundel County construct water mains in Light street Road?

A. Yes, they did, as shown on the Plat filed herein marked Examiner's Exhibit B. It was installed March 3rd, 1931. ----- Offered and filed.

23. Is the property of Albert Lee Stone, (shown on the Plat as Carrie S. Stone Est.) which is lot 5002 and 5003 Block 1006 of Glenburnie, fronting 50 feet on Light street Road also indicated on this Plat?

A. Yes it is.

24. Does that property abut on this water main?

A. Yes it does, it has 100 feet front on Light street Road.

25. What is the Benefit Assessment rate on this property?

A. 16 cents per front foot, first class subdivision which this is.

26. I now offer to be filed Examiner's Exh. A, which has been marked, and ask you to state to the Court what that is?

A. Those are the bills for the water assessment for the years 1941 and 1942 on the property mentioned here of Albert Lee Stone, amounting to $34.40, and these bills include interest to date.

27. Has anything been paid on account of these bills as filed here?

A. Nothing has been paid.

28. And the Assessments have been levied against these particular lots?

A. Yes they have.

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

A. Nothing more.

William G. Diller

Thomas Willard Shives, a witness of lawful age, being first duly sworn, deposes and says, on behalf of the Plaintiff.

(Kindred)

1. State your name, residence and occupation?

A. Thomas Willard Shives, Ferndale, Anne Arundel County, Maryland; Acting Chief Engineer for The Anne Arundel County Sanitary Commission. I have held that office for two years and been employed by the Commission since 1929.

2. Do you know the parties to this suit?

A. No, I do not.

3. Are you acquainted with the location of the property mentioned herein?

A. Yes I am.

4. I hand you a paper marked Examiner's Exhibit B filed herein and ask you to explain what that is?

A. That is a Plat of the property of Albert Lee Stone (mentioned as Carrie S. Stone Est.) Carrie S. Stone being his wife, of Lot 5002 and Lot 5003 Block 1006 Glenburnie, Md. showing two 50 foot lots on Light street Road, with dwelling indicated, also the water line of the Sanitary Commission indicated thereon. This property is subject to the Benfit Assessment for water there

5. What is the water benefit assessment on property located as this is in Glenburnie District?

A. It is 16 cents per front foot.

6. This Plat is approved by you as Acting Chief Engineer of the Sanitary Commission?

A. It is.

7. What classification does the property mentioned herein take?

A. As the Defendants' property consists of lots which are less than 150 feet in width they all are classed as first class sub-division; as second-class subdivision does not apply unless the width exceeds 150 feet.

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

A. No.

Thomas W. Shives

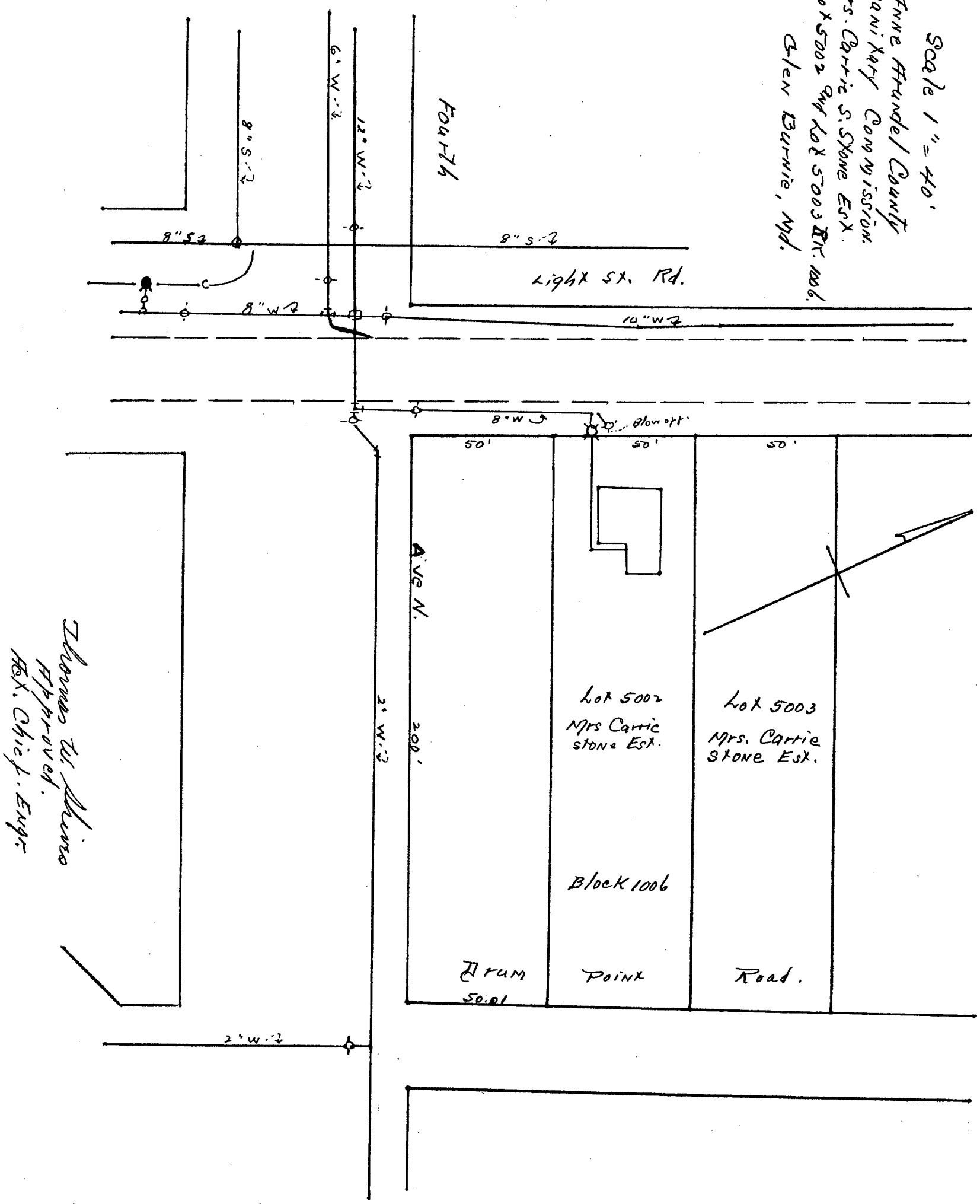
There being no other witnesses to be examined on behalf of the Plaintiff, and no further testimony desired at this time, this testimony is now closed, and, at request of Plaintiff's Solicitor, is returned to the Court.

Witness my hand and seal this 31st day of October, 1942.

Jno. S. Strahorn (Seal)

Examiner.

Filed Oct. 31st., 1942.



Exams. Exh. B with testimony J.D. S.

Anne Arundel County Sanitary Commission, a body corporate, Plaintiff,

vs.

Albert Lee Stone M. Ilene Thompson
Randolph L. Stone Chester O. Stone
Donald L. Stone Edwin C. Stone
Jessielea Stone, Defendants.

No. 8399 Equity
In the Circuit Court
for
Anne Arundel County.

AMENDMENTS TO BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

1. THAT on the 11th day of August 1942 the Plaintiff filed its bill in these proceedings to enforce its lien according to statute, but in said bill of complaint it omitted to set forth the owner of said property and the description; although the order of publication discloses this fact and the exhibits filed herein set forth the full information.

To The End Therefore,

(A) THAT the said Plaintiff may amend its Bill of Complaint by inserting the following after paragraph 6, "Albert Lee Stone is the owner of Lots Nos. 5002-5003, Block 1006, Glen Burnie, Maryland."

AND as in duty bound, etc.

Anne Arundel County Sanitary Commission, a body corporate,
By F. E. Maddox, Chairman.

Robert E. Kindred
Solicitor for Plaintiff.

ORDER.

ORDERED by the Circuit Court for Anne Arundel County in Equity, that the Plaintiff be permitted to amend its Bill of Complaint by inserting after the Sixth paragraph the following "Albert Lee Stone is the owner of Lots Nos. 5002-5003, Block 1006, Plat of Glen Burnie".

Nov. 2, 1942

Ridgely P. Melvin, A.J.

Filed Nov. 2" 1942.

DECREE

THIS CAUSE standing ready for hearing, and having been submitted, the proceedings were read and considered.

IT IS THEREUPON, this 1st day of December, 1942, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the real estate mentioned in these proceedings be sold for the purposes set forth in the Bill of Complaint filed herein.

THAT Robert E. Kindred, Attorney, be, and he is hereby appointed Trustee to make such sale; and the course and manner of his procedure shall be as follows: He shall file in this Court a Bond executed by him and with surety to be approved by the Clerk of this Court in the penalty of Five Hundred Dollars, conditioned for the faithful performance of the trust reposed in him by this Decree or which may be reposed in him by any future order or decree in the premises.

HE SHALL then proceed to make sale of said real estate, having first given at least thirty days previous notice by advertisement in a newspaper published in this County of the time, place, manner and terms of sale, which terms shall be as follows: One-third cash on the day of sale, and the balance in cash upon the final ratification of the sale by the Court, the deferred

payment to bear legal rate of interest from the day of sale. And as soon as convenient after such sale, said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale with an affidavit annexed of the truth and fairness thereof; and upon the ratification of such sale and upon the payment of the whole purchase money and not before, the said Trustee by a good and sufficient Deed, to be executed and acknowledged according to law, shall convey to the purchaser thereof, his,her or their heirs and assigns, the said real estate free, clear and discharged from all claims of the parties to this cause or of any person or persons claiming by from or under them, or either of them. The said Trustee shall bring into this Court the money arising from said sale to be disposed of under the direction of this Court, after deducting therefrom the expenses incident to said sale, including costs, attorneys fees and such commissions to the said Trustee as this Court may deem proper to allow.

Ridgely P. Melvin, A.J.

Filed Dec. 1st., 1942.

Anne Arundel County Sanitary Commission, a Body Corporate, vs. Albert Lee Stone et al.

No. 8399 Equity
In the Circuit Court
for
Anne Arundel County.

Bond --Filed & Approved this 5th., day of Jany. 1943. John H. Hopkins, 3rd., Clerk.

UNITED STATES FIDELITY and GUARANTY COMPANY BALTIMORE, MARYLAND.

KNOW ALL MEN BY THESE PRESENTS:

That we, ROBERT E. KINDRED, Trustee, as Principal, of Anne Arundel County, State of Maryland and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full/just and 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, 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 4th day of January, in the year of our Lord one thousand, nine hundred and 43

Whereas the above bounden Robert E. Kindred, Trustee as aforesaid by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, has been appointed trustee to sell certain real estate mentioned in the proceedings in the case of Anne Arundel County Sanitary Commission a Body Corporate, vs. ALBERT LEE STONE, ET AL. (No. 8399 Equity) now pending in said Court.

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

Robert E. Kindred (SEAL)
Trustee

Attest:

Viola Kindred

(CORPORATE SEAL)

United States Fidelity and Guaranty Company.

By Robert E. Kindred
Attorney-in-fact

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE REPORT of Robert E. Kindred, Trustee 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 Evening Capital, a daily newspaper published in the County of Anne Arundel for thirty days before the sale, he did pursuant to said notice attend at the Court House door in the City of Annapolis on TUESDAY, JANUARY 12th, 1943, at 11:00 o'clock A. M. and then and there proceeded to sell said real estate mentioned as follows:

Lots Nos. 5002 and 5003, Block 1006, Plat of Glen Burnie, Maryland.

He offered said land and improvements for sale and sold same to M. Ilene Thompson, Chester O. Stone, Randolph L. Stone, Donald L. Stone, Edwin C. Stone and Jessielea Stone, at and for the sum of $150.00, they being the highest bidder for said property.

And as in duty bound, etc.

Robert E. Kindred, Trustee

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 13th day of January, 1943, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County, personally appeared Robert E. Kindred, Trustee, 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.

ORDER NISI.

Ordered, this 19th., day of January, 1943, That the sale of the property mantioned in these proceedings made and reported by Robert E. Kindred, Trustee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of February next.

The report states that the amount of sales to be $150.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., Feb. 9, 1943.

We hereby certify, that the annexed Order Nisi - #8399 _____ Albert Lee Stone - was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of February, 1943. The first insertion being made the 3rd day of January, 1943.

The Capital-Gazette Press, Inc.

By Florence Ossey

Filed Jan. 19" 1943

ORDERED BY THE COURT, This 3rd day of March, 1943, 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, C.J.

Filed March 3" 1943

Anne Arundel County Sanitary Commission, a body corporate
vs.
Albert Lee Stone, et al

No. 8399 Equity
In the Circuit Court
for
Anne Arundel County.

Auditor's Report and Account.

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Anne Arundel County Sanitary Commission vs. Albert Lee Stone, et al in ac. with Robert E. Kindred, Trustee

Trustee's Commissions Waived.

To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	$ 10.00	$
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court - court costs	22.40	
Jos. C. Deegan - Sheriff's costs	.95	
Auditor	9.00	52.35
To Trustee for Expenses, viz:		
Capital-Gazette Press - publishing order of publication	21.00	
Capital-Gazette Press - advertising sale	18.00	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
Capital-Gazette Press - auditor's acct.	5.00	
W. B. Elliott - auctioneer's fee	5.00	
U. S. Fidelity & Guaranty Co. - bond premium	10.00	
John S. Strahorn - examiner	8.00	
Juliet D. Strahorn - stenographer	5.00	
Noah A. Hillman - guardian ad litem	4.00	81.00
To Trustee for Taxes, viz:		
1942 State and County taxes - this balance on account -		16.65
		$150.00
Cr. Jan. 12, 1943 Proceeds of Sale		$150.00

Filed March 19" 1943.

ORDER NISI.

ORDERED, This 19th., day of March, 1943, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 20th day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of April next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., May 18, 1943.

We hereby certify, that the annexed Order Nisi - Aud. Acct.- A. A. County Sanitary Comm. vs. Albert Lee Stone was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of April, 1943. The first insertion being made the 25th day of March, 1943.

The Capital-Gazette Press, Inc.

By Ellen Cole.

Filed May 18th 1943

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of May, 1943, 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 C.J.

Filed May 21st., 1943.

In the Matter of the Adoption of Hilda Ramona Myers, John Edward Myers, Vernon Lee Myers, Patricia Elizabeth Myers, and Mollie Elaine Myers.	:	No. 8406 Equity In the Circuit Court for Anne Arundel County.

Petition for adoption and Order of Court thereon.

To the Honorable, the Judge of said Court:

The petition of Patrick Myers, by Benjamin Michaelson, his solicitor, respectfully represents:

1. That your petitioner is a resident of Anne Arundel County, and is 38 years of age and has been living at Stoney Run, Anne Arundel County for the past twelve years.

2. That your petitioner is the father of the following children: Hilda Ramona Myers, born September 29, 1931, John Edward Myers, born March 31, 1933, Vernon Lee Myers born June 26, 1934, Patricia Elizabeth, Myers born January 20, 1937, and Mollie Elaine Myers, born June 19, 1941, all of whom have been born out of wedlock.

3. That your petitioner desires to adopt his children legally so that they may have their proper legal status and be legally entitled to bear his name.

4. That your petitioner has had the custody of said children since their birth and has been supporting and maintaining them in keeping with his station in life.

5. That your petitioner is a mechanic at Sparrows Point and is employed by the Bethlehem Steel Company, and he is financially able to support and educate said children.

Wherefore your petitioner prays this Honorable Court to pass a decree declaring the aforementioned children to be the legally adopted children of your petitioner.

And as in duty bound, etc.

Benjamin Michaelson
Solicitor for Petitioner.

Patrick Myers,
Petitioner.

As the mother of the above named children I hereby concur in the aforegoing petition and in the granting of the prayer thereof.

Hilda Myers.

ORDER OF COURT.

UPON the foregoing petition and statement of the petitioner to this Court, it is hereby adjudged, ordered and decreed this 24th day of August, 1942, by the Circuit Court for Anne Arundel County, that Hilda Ramona Myers, John Edward Myers, Vernon Lee Myers, Patricia Elizabeth Myers and Mollie Elaine Myers be, and they are hereby declared to be the legally adopted children of the petitioner, Patrick Myers, and legally entitled to bear his name.

Ridgely P. Melvin, Judge.

Filed Aug. 24" 1942.

In the Matter of the	:	No. 8410 Equity
Adoption of William	:	In the Circuit Court for
Edward Grimes, an infant.	:	Anne Arundel County.

PETITION FOR ADOPTION.

To the Honorable Ridgely P. Melvin,

Judge of said court:--

The petition of John E. Grimes and Marcellene Beall Grimes, his wife, respectfully represents:--

1. That your petitioners are citizens of the United States and are residents of Anne Arundel County, a short distance from the town of Laurel.

11. That your petitioners are husband and wife and Marcellene Beall Grimes is the mother of the aforesaid infant, who is nearly seven years of age, and that since their marriage the said infant has been under the joint care and custody of your petitioners and is known by the name of William Edward Grimes, and whom they desire to adopt.

111. That your petitioner John E. Grimes has developed a real affection for the said child, so much so that he desires to bring about a relationship as nearly as possible approximating that of his natural father, which he desires to do by legally adopting the said infant.

1V. That your petitioner and his said wife have one other child of their own and that the said John E. Grimes is able and willing to continue to provide the said William Edward Grimes with a comfortable, Christian home. That your petitioner John Grives has permanent

employment, having been for more than four years in his present employment; that he is buying the home in which they now live and is therefore able to properly care for and educate the said infant.

V. That all things considered it is to the best interest and welfare of the said infant that he be adopted by your petitioners.

Wherefore, your petitioners pray:--

1. That a decree be passed by this Honorable Court whereby the said William Edward Grimes may be adopted by your petitioners and awarding them all of the rights, privileges and responsibilities of natural parents.

2. That the said infant be permitted to continue the use of the name William Edward Grimes.

3. And for such other and further relief as his case may require.

And as in duty bound etc.

G. W. S. Musgrave
Solicitor for Petitioners.

John E. Grimes
Marcellene Beall Grimes
Petitioners.

STATE OF MARYLAND, Prince George's County, Sct.

I hereby certify, that on this 27th day of Aug. 1942, before the subscriber a Notary Public in and for the state aforesaid, personally appeared John E. Grimes and made oath in due form of law that the matters and facts set forth in the annexed petition are correct and true to the best of his knowledge and belief.

Given under my hand and notarial seal.

(NOTARIAL SEAL)
My commission expires May 3, 1943

Sarah F. Sharswood
Notary Public

Filed Sept. 1st., 1942.

DECREE September 1, 1942.

ORDER OF COURT

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, William Edward Grimes, will be served by the passage of the following order:

It is thereupon, this first day of September, 1942, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that the infant, William Edward Grimes, mentioned in these proceedings, be, and he is hereby decreed to be the legally adopted child of John E. Grimes and Marcellene Beall Grimes, 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 said infant, William Edward Grimes, be permitted to continue the use of the name William Edward Grimes.

And it is further ORDERED that the said petitioners pay the costs of these proceedings.

Ridgely P. Melvin,Judge.

Filed Sept. 1st., 1942.

In the Matter of the Petition of Hugh	:	No. 8411 Equity
Donald Trott for the adoption of	:	In the Circuit Court for
Louis Dignen, infant.	:	Anne Arundel County.

Petition for adoption and Order of Court thereon

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of HUGH DONALD TROTT respectfully represents unto Your Honors:

FIRST: That your petitioner is a resident of the City of Annapolis, Maryland, and that he is employed as a laborer at the Bethlehem Fairfield Shipyard, Inc., Baltimore, Maryland, where he receives a salary approximating $80.00 weekly.

SECOND: That your petitioner was married to Anina Kjeldsen on May 10, 1937, at Annapolis, Maryland, with whom he is at present residing.

THIRD: That your petitioner and the said Anina Kjeldsen, now Anina Kjeldsen Trott, have three children born unto them as a result of their said marriage, who are now living with your petitioner and who are receiving the very best of parental care; and that the said Anina Kjeldsen had one child, namely, LOUIS DIGNEN, age six, born unto her out of wedlock on November 19, 1935, at Annapolis, Maryland,which said child has always resided and is now residing with your petitioner and his wife at their residence in Annapolis,Maryland.

FOURTH: That your petitioner has become very much attached to the said LOUIS DIGNEN and is anxious and willing to adopt him 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 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 LOUIS DIGNEN be changed to that of LOUIS DIGNEN TROTT.

TO THE END THEREFORE:

(1) THAT this Honorable Court may pass a decree declaring the said LOUIS DIGNEN the adopted child of the said HUGH DONALD TROTT.

(2) THAT the name of LOUIS DIGNEN be changed from LOUIS DIGNEN to LOUIS DIGNEN TROTT.

(3) THAT your petitioner may have such other and further relief as his 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 petitioner and promote the best interest and welfare of the said minor.

AND AS IN DUTY BOUND, ETC.

Hugh D. Trott
Petitioner

Albert J. Goodman
Solicitor for Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:--

I HEREBY CERTIFY that on this 31st day of August, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared HUGH DONALD TROTT and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein set forth.

AS WITNESS my hand and Notarial seal.

(NOTARIAL SEAL)

Grace E. Roth
Notary Public.

In the Matter of the Petition of
Hugh Donald Trott for the adoption
of Louis Dignen, infant.

No. 8411 Equity
In the Circuit Court for
Anne Arundel County.

I, ANINA KJELDSEN TROTT, mother of LOUIS DIGNEN, do hereby assent to the application of HUGH DONALD TROTT to have the said LOUIS DIGNEN declared the adopted child of HUGH DONALD TROTT and to have his name changed to Louis Dignen Trott.

Anina Kjeldsen Trott

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31st day of August, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ANINA KJELDSEN TROTT 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 HUGH DONALD TROTT and to the change of his name to that of LOUIS DIGNEN TROTT.

AS WITNESS my hand and Notarial seal.

(NOTARIAL SEAL)

GRACE E. ROTH

Notary Public.

Annapolis, Md., Aug. 31,1942.

I HEREBY CERTIFY that I have known HUGH DONALD TROTT for approximately 5 years and that I know 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.

James L. Smiley

DECREE

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, LOUIS DIGNEN, will be served by the passage of the following order,

IT IS THEREUPON, this 1st day of September, 1942, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that the infant, LOUIS DIGNEN, mentioned in these proceedings be and he is hereby decreed to be the legally adopted child of HUGH DONALD TROTT, 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, LOUIS DIGNEN, be and it is hereby changed from LOUIS DIGNEN to LOUIS DIGNEN TROTT.

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.

Filed Sept. 1, 1942.

In the Matter of the Adoption of	:	No. 8412 Equity
Louise Mitchell and Gloria D.	:	In the Circuit Court for
Mitchell, Infants	:	Anne Arundel County.

Petition, Affidavit, Exhibits, and Decree of Court

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Samuel J. Morris and Evelyn Morris of Parole, Anne Arundel County, Maryland, respectfully shows unto your Honor:

1. That your Petitioners, Samuel J. Morris and Evelyn Morris are husband and wife and reside together at Camp Parole, Anne Arundel County, Maryland.

2. That the said Samuel J. Morris is a Chief Machinist Mate in the United States Navy and is now stationed at the Great Lakes Naval Base in the State of Michigan.

3. That his said wife, Evelyn Morris, maintains and manages the home of your Petitioners.

4. That the said Louise Mitchell was born at Long Beach, California, on October 14, 1929, and that the said Gloria D. Mitchell was born at Long Beach, California, on October 11, 1930.

5. That the said infant children's mother is one Thelma Davis, who has married since the birth of the said children, who were born out of wed lock, and who joins in this petition and prayer thereof.

6. That the said infant children have been in the custody of, maintained, supported, and educated by your Petitioners for the past eleven (11) years and are now in your Petitioners' custody, and your Petitioners desire jointly to adopt as their children the said infants, namely, Louise Mitchell and Gloria D. Mitchell in accordance with the provisions of the Code of Public General Laws of Maryland (1939) Article 16, Section 78; and respectfully aver allege, and show that they maintain a modern and comfortable home at their residence aforesaid, and that they are willing to provide for the proper care, maintenance, education, and rearing of the said infant children, and that their mother, Thelma Davis, is willing to have this Honorable Court pass a Decree of adoption in the premises whereby her said infant children, Louise Mitchell and Gloria D. Mitchell, shall become the adopted children of your Petitioners; and in proof thereof your Petitioners attach hereto as a part hereof the written consent of the said Thelma Davis showing her willingness to have her said infant daughters so adopted by your Petitioners, which said consent is marked "Petitioners' Exhibit A".

7. That your Petitioners believe, and therefore aver, that it will be for the best interests and welfare of the said infant that she be so adopted by your Petitioners, and that her well-being, comfort and happiness will be properly promoted by such adoption; and your Petitioners file herewith as a further part hereof, written statements of Mrs Charity Tuddles and Reverend C. C. Brown, citizens of Anne Arundel County, in support of this petition, showing that your Petitioners are fit persons to become the adopting parents of the said infant, which statements are marked "Petitioners' Exhibit B" and "Petitioners' Exhibit C" respectively.

Your Petitioners, therefore, respectfully pray:

1. That a decree may be passed by this Honorable Court, declaring the said infant children, Louise Mitchell and Gloria D. Mitchell, to be the adopted children and daughters of

your Petitioners, Samuel J. Morris and Evelyn Morris, his wife, in accordance with the laws of the State of Maryland; and that the name of the said infant children, Louise Mitchell and Gloria D. Mitchell, be changed to that of your Petitioners, and they be thereafter known as Louise Morris and Gloria D. Morris.

2. That your Petitioners may have such other and further relief as their cause and equity may require.

Louis M. Strauss
Solicitor for Petitioners.

Samuel Johnson Morris
Evelyn Morris
Petitioners.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this ___ day of August, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Evelyn Morris, one of the within Petitioners, and made oath in due form of law that the matters and facts set out and alleged in said petition are true, as therein stated, to be the best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Josephine Sweeney (Mason)
Notary Public.

I, Thelma Davis, Thelma Davis, do hereby certify, that I am the natural mother of Louise Mitchell, who was born on the 14th day of October, 1929, and Gloria D. Mitchell, who was born on the 10th day of October, 1930; that I am willing, and hereby voluntarily declare my assent to the adoption of my said daughters by, and for them to become the adopted daughters of Samuel J. Morris and Evelyn Morris, his wife, now residing in Parole, Anne Arundel County, Maryland; and I do hereby voluntarily give my consent to the passage by the Circuit Court for Anne Arundel County, in Equity, of a decree of adoption, whereby my said daughters shall become the adopted daughters of said Samuel J. Morris and Evelyn Morris, his wife, and I do further so consent that in the said decree of adoption their names be changed to Louise Morris and Gloria D. Morris in the place and stead of Louise Mitchell and Gloria D. Mitchell.

Witness: Kathrine D. Howard

Thelma Davis.

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, to wit:

I HEREBY CERTIFY that on this 25th day of August, 1942, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Thelma Davis, who, in my presence signed her name to the above statement to be her act and deed; and at the same time she further acknowledged that she has read the said statements, and fully understands its meaning.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Elizabeth C. Plant
Notary Public.

My Commission Expires June 18, 1944

PETITIONERS' EXHIBIT A.

TO WHOM IT MAY CONCERN

I, Mrs. Charity Tuddles, of Parole, Anne Arundel County, Maryland, do hereby certify that

I have personally known Samuel J. Morris and Evelyn Morris, his wife, for 25 years, and I have had occasion to observe the manner in which they conduct their home and their social environment and that I certify that they are of good character and excellent reputation, and that they have maintained a clean and comfortable home in Parole, Maryland; that they enjoy the social respect of the community in which they reside; that Samuel J. Morris is a Chief Machist Mate in the United States Navy, and that any children that would become members of their household would enjoy and benefit from the operation of such a household and environment.

Witness: _____ Mrs. Charity Toddels

PETITIONERS' EXHIBIT B.

TO WHOM IT MAY CONCERN

I, Rev. C. C. Brown, of Parole, Anne Arundel County, Maryland, do hereby certify that I have personally known Samuel J. Morris and Evelyn Morris, his wife, for 3 years, and I have had occasion to observe the manner in which they conduct their home and their social environment and that I certify that they are of good character and excellent reputation, and that they have maintained a clean and comfortable home in Parole, Maryland; that they enjoy the social respect of the community in which they reside; that Samuel J. Morris is a Chief Machinist Mate in the United States Navy, and that any children that would become members of their household would enjoy and benefit from the operation of such a household and environment.

Witness: _____ Rev. C. C. Brown.

PETITIONERS' EXHIBIT B

DECREE OF ADOPTION

IN THE MATTER OF THE ADOPTION OF LOUISE MITCHELL AND GLORIA D. MITCHELL

No. 8412 Equity
In the Circuit Court for
Anne Arundel County.

Samuel J. Morris and Evelyn Morris, his wife, of Anne Arundel County, State of Maryland, having filed their petition in this Court, praying that a decree be passed therein and herein, declaring Louise Mitchell and Gloria D. Mitchell, infants, to be their adopted daughters, in accordance with the provisions of the laws of the State of Maryland; the natural mother of the said infants having expressed her willingness to and desire for such adoption and it appearing to the Court that the best interests and welfare of the said Louise Mitchell and Gloria D. Mitchell, infants, will be promoted by such adoption.

IT IS THEREUPON, this 3rd day of September, 1942, by the Circuit Court for Anne Arundel County, in Equity, and by the authority thereof, ADJUDGED, ORDERED, AND DECREED, that Louise Mitchell and Gloria D. Mitchell, infant children of Thelma Davis, be, and they are hereby declared to be the adopted children of Samuel J. Morris and Evelyn Morris, his wife; and it is further ADJUDGED, ORDERED, AND DECREED, by the authority aforesaid, that the names of the said infant children be hereby changed from Louise Mitchell and Gloria D. Mitchell to Louise Morris and Gloria D. Morris, and it is further ORDERED that the Petitioners pay the costs

of these proceedings.

Ridgely P. Melvin, A.J.

Filed Sept. 3rd., 1942.

In the Matter of the Sale of the	:	No. 8413
Mortgaged Real Estate of Evelyn	:	In the Circuit Court for
A. Harrison.	:	Anne Arundel County.

Mr. Clerk:

Please docket this suit, file original mortgage, mortgage note and statement of mortgage debt.

George E. Rullman

Attorney named in Mortgage.

Filed Sept. 2" 1942.

MORTGAGE

Md. State Stamps $4.00)

THIS MORTGAGE, Made this 30th day of October, in the year nineteen hundred and forty-one (1941), by and between Evelyn A. Harrison, divorced, of the County of Baltimore, State of Maryland, party of the first part, hereinafter called Mortgagor, and the County Trust Company of Maryland, a body corporate of the State of Maryland, party of the second part, hereinafter called Mortgagee, Witnesseth:--

WHEREAS, the said Mortgagor has this day received by way of loan from the said Mortgagee an advance in the sum of FOUR THOUSAND DOLLARS ($4,000.00), and as evidence of said indebtedness the said Mortgagor has passed to the said Mortgagee his promissory note of even date herewith, in the amount of $4,000.00, with interest thereon at the rate of six per cent per annum payable monthly. It is hereby agreed between the parties hereto that the said Mortgagor shall pay to the said Mortgagee the sum of not less than One Hundred Dollars ($100.00) monthly, on account of the principal debt, until the whole debt secured by this mortgage is paid and satisfied in full; interest to cease as to the amount so paid on account of the principal debt from the date such payment is made and received.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:-- That for and in consideration of the premises and the sum of One Dollar ($1.00), paid by the party of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part, does hereby grant and convey unto the said party of the second part, its successors or assigns,

ALL That lot or parcel of land situate, lying and being at Odenton, in the Fourth Election District of Anne Arundel County, Maryland, and being known and designated as Lot No. Twenty-eight (28), according to a survey by Edward Hall, Jr., July, 1938, plat of which is recorded among the Land Records of Anne Arundel County with the deed to the said Evelyn A. Harrison hereinafter mentioned. Saving and excepting that portion of Lot 28 which was conveyed to the

State of Maryland, by Charles F. Cummins and wife, by deed dated September 30, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 178, folio 264.

BEING a portion of that property which was conveyed to the said Evelyn A. Harrison by Adolph Gutberlet and Katherine Gutberlet, his wife, by deed dated July 1, 1941, and recorded among the Land Records aforesaid in Liber J.H.H. No. 238, folio 293.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors and assigns forever.

PROVIDED, that if the said Mortgagor, his personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Four Thousand Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagor, his heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said 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 in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, its successors or assigns, or George E. Rullman, its Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the pur- purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notices by said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of 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 said Mortgagor, his heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor, for himself, his heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting all expenses incident to said advertisement or notice, said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the

total amount or the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor, for himself, his heirs, personal representatives and assigns, does hereby covenant to pay, and the said Mortgagee, its successors or assigns, or George E. Rullman, its said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Mortgagor, for himself, his heirs, personal representatives and assigns, does further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors and assigns.

WITNESS the hand and seal of said Mortgagor.

Test: Raymond L. Henry — Evelyn A. Harrison (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, that on this 30th day of October, in the year nineteen hundred and forty-one (1941), before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Evelyn A. Harrison, divorced, the Mortgagor named in the aforegoing Mortgage and he acknowledged the aforegoing Mortgage to be his act. At the same time also appeared George E. Rullman, The Attorney named in the foregoing mortgage, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and further, that he is the Attorney and Agent of the said Mortgagee and is duly authorized to make this affidavit.

Witness my hand and Notarial seal.

(NOTARIAL SEAL)

Raymond L. Henry
Notary Public

Filed Sept. 2" 1942.

Affidavit under Soldiers and Sailors Civil Relief Act.

In Compliance with Soldiers and Sailors Civil Relief Act of Congress October 1940, and Soldiers and Sailors Civil Relief Act Art. 87A Bagby's Annotated Code of Maryland, 1939 Md.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

George E. Rullman, being first duly sworn, on oath deposes and says that he is the duly authorized agent of the County Trust Company of Maryland, the Mortgagee in the above entitled case, and makes this affidavit on its behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act, Art. 87A Bagby's Ann. Code of Md., 1939 Ed., that on behalf of the Mortgagee careful investigation has been made to ascertain whether or not the above named Mortgagor is not in the military service of the United States and that as a result of said in-

vestigation affiant has discovered and does hereby make oath that said Mortgagor is not in the military service of the United States, that is to say, said Mortgagor is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and is not an officer of the Public Health Service detailed by proper authority for duty either with the Army or Navy, and said Mortgagor is not on active duty with any of the branches aforesaid, nor is said Mortgagor under training or education under the supervision of the United States preliminary to induction into the military Service, but is employed as a civilian and not subject to the aforesaid.

George E. Rullman

Attorney and Agent Affiant

Subscribed and sworn to before me, this second day of September, 1942.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

Filed Sept. 2" 1942.

In the Matter of the Sale of No. 8413 Equity

The Mortgaged Real Estate of In the Circuit Court for

Evelyn A. Harrison. Anne Arundel County.

STATEMENT OF MORTGAGE DEBT

Evelyn A. Harrison

To

County Trust Company of Md.

To Balance due on mortgage	$3500.00
To Interest from June 24, 1942, to October 1, 1942	55.42
Total	$3555.42

D. J. Thompson

Assistant Cashier.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this Second day of August, in the year 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared D. J. Thompson, Assistant Cashier of the County Trust Company of Maryland, and made oath in due form of law that the matters and facts set forth in the foregoing Statement of Mortgage debt are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public.

Filed Sept. 2" 1942.

Mortgage Note

$4000.00 October 30th 1941

I promise to pay to the order of COUNTY TRUST COMPANY OF MARYLAND Four Thousand and 00/100 -----Dollars With interest thereon at 6% per annum, payable monthly. Note Payable not less than $100.00 monthly until whole debt secured hereby is paid and satisfied in full.

Value received, Evelyn A. Harrison

Secured by Mortgage of Even Date

Filed Sept. 2" 1942.

Bond --Filed & Approved this 8th., day of September, 1942. John H. Hopkins, 3rd., Clerk

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman of Anne Arundel County, State of Maryland as principal and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this Fourth day of September, in the year of our Lord Nineteen Hundred Forty-Two.

WHEREAS, the above bounden George E. Rullman by virtue of the power contained in a mortgage from Evelyn A. Harrison, divorced, to County Trust Company of Maryland bearing date the Thirtieth day of October, 1941, and recorded among the mortgage records of Anne Arundel County in Liber J. H. H. No. 247, Folio 231, and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden George E. Rullman has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered
in the Presence of
Granville L. Meredith
As to Surety
John H. McFaul Jr.

(CORPORATE SEAL)

George E. Rullman (SEAL)
NATIONAL SURETY CORPORATION
By Wm. M. Murphy
Attorney in fact.

Filed Sept. 8" 1942.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of Sale of George E. Rullman, the Attorney named in the mortgage filed in these proceedings, respectfully shows:

THAT under and by virtue of the power of sale contained in a mortgage from Evelyn A. Harrison, divorced, dated October 30, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 247, folio 231, to make sale of the property therein described in case of default, and default having occurred thereunder the said George E. Rullman, as Attorney named in said Mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette,a newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction on Tuesday, September 29, 1942, at 11:30 o'clock, A. M., and then and there sold the said

property to Clarence B. King and Alma M. King, his wife, at and for the sum of THIRTY-SEVEN HUNDRED SEVENTY-FIVE DOLLARS ($3775.00), they being then and there the highest bidders therefor; said property being described as follows:

ALL that lot or parcel of land situate, lying and being at Odenton, in the Fourth Election District of Anne Arundel County, Maryland, and being known and designated as Lot No. Twenty-eight (28), according to a survey by Edward Hall, Jr., July, 1938, plat of which is recorded among the Land Records of Anne Arundel County with the deed to the said Evelyn A. Harrison hereinafter mentioned.

BEING a portion of that property which was conveyed to the said Evelyn A. Harrison by Adolph Gutberlet and Katherine Gutberlet, his wife, by deed dated July 1, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 238, folio 293.

And the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of said sale, and has also received the Purchasers' Agreement to comply with ther terms of sale which are as follows:

"TERMS OF SALE: A deposit of $300.00 will be required of the purchaser on day of sale, 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 date of sale".

Respectfully submitted,

George E. Rullman

Attorney named in Mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this 29th day of September, in the year 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George E. Rullman, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth, and that the said sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Granville Lee Meredith

Notary Public.

ADVERTISEMENT OF SALE.

George W. Scible, Auctioneer. Attorney's Sale of valuable Residential Property Improved by a two-story frame dwelling and outbuildings, located near Fort George G. Meade, in Odenton, 4th Election District of Anne Arundel County, Md.

Under and by virtue of the power of sale contained in a mortgage from Evelyn A. Harrison, divorced, dated October 30, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 247, folio 231, he, the said undersigned will offer for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, Sept. 29th., 1942 at 11:30 o'clock A.M. the following described property:

All that lot or parcel of land situate, lying and being at Odenton, in the Fourth Election District of Anne Arundel County, Maryland, and being known and designated as Lot No. twenty-eight (28), according to a survey by Edward Hall, Jr., July, 1938, plat of which is recorded among the Land Records of Anne Arundel County with the deed to the said Evelyn A. Harrison hereinafter mentioned. Saving and excepting that portion of Lot 28 which was

conveyed to the State of Maryland by Charles F. Cummins and wife, by deed dated September 30, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 178, folio 264.

Being a portion of that property which was conveyed to the said Evelyn A. Harrison by Adolph Gutberlet and Katherine Gutberlet, his wife, by deed dated July 1, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 238, folio 293.

TERMS OF SALE: A deposit of $300.00 will be required of the purchaser on 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,
Attorney named in Mortgage,
Lee Building, Annapolis, Md.

AUCTIONEER'S CERTIFICATE.

I, George W. Scible, Auctioneer, do hereby certify that I did sell at public sale at the Court House Door, Annapolis, Maryland, on Tuesday, September 29, 1942, the within described property, to Clarence B. King and Alma M. King, his wife, at and for the sum of Thirty-seven Hundred, Seventy-five Dollars ($3775.00), they being then and there the highest bidders therefor.

Witness: Geo. W. Scible.

Granville Lee Meredith

We, Clarence B. King and Alma M. King, his wife, do hereby certify that----------- we did purchase at Public Sale at the Court House Door, Annapolis, Maryland, on Tuesday, September 29, 1942, the within described property, at and for the sum of Thirty-seven Hundred, Seventy-five and 00/100 Dollars ($3775.00), and hereby agree to comply with the terms of sale as herein set forth.

Witness: Clarence B. King (SEAL)

Granville Lee Meredith Alma M. King (SEAL)

Filed Sept. 29" 1942.

ORDER NISI

ORDERED THIS 29th day of September, in the year 1942, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Attorney-named-in-Mortgage, be ratified and confirmed unless cause to the contrary be shown on or before the 31st 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 31st day of October next.

The report states the amount of sales to be $3775.00.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., October 31, 1942.

We hereby certify, that the annexed Order Nisi - No. 8415 Equity - Evelyn A. Harrison 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 7 day of November, 1942. The first insertion being made the 8 day of October, 1942.

The Capital-Gazette Press, Inc.

By Anne Bennett.

ORDERED by the Court, this 2nd day of November 1942, 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 that the Attorney be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin, Judge.

Filed Nov. 2, 1942.

AUDITOR'S REPORT AND ACCOUNT

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 Evelyn A. Harrison in ac. with George E. Rullman, Attorney named in Mortgage.

To Attorney for fee	$ 50.00	$
To Attorney for commissions	143.42	193.42
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	13.50	
Auditor	9.00	32.50
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	22.50	
Capital-Gazette Press - handbills	5.50	
Capital-Gazette - 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	
National Surety Co. - bond premium	16.00	
Granville L. Meredith - notary fees	1.50	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	1.90	75.60
To Attorney for Taxes, viz:		
1942 State & County taxes ($29.87) - adj.		22.40
To County Trust Company of Maryland, mortgagee - account mortgage claim		3,456.87
		$3,780.79

Amount of mortgage claim filed	$3,555.42	
Cr. Amount allowed as above	3,456.87	
Balance subject to decree in personam	$ 98.55	

Cr. Sept. 29, 1942	Proceeds of Sale	$3,780.79
	Interest on deferred payment	5.79
		$3,780.79

ORDER NISI.

ORDERED, This 16th., day of November, 1942, 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 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 18th., day of December next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., December 14, 1942

We hereby certify, that the annexed Order Nisi - #8413 - Evelyn A. Harrison was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three (3) successive weeks before the 18 day of December, 1942. The first insertion being made the 19 day of November, 1942.

The Capital-Gazette Press, Inc.

By Anne Bennett.

Filed Dec. 19" 1942.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of December, 1942, 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.

Filed Dec. 21, 1942.

In the Matter of	:	No. 8414 Equity
The Petition of	:	In the Circuit Court for
Ida Klawanski	:	Anne Arundel County.

PETITION TO CHANGE NAME.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petitioner respectfully shows:

1. That she resides at No. 916 Ridgewood Street, Annapolis, Maryland, and is more than twenty-one years of age.

2. That her maiden name was Ida Mervies, That she was lawfully wedded to Nathan Klawanski and her name in law thereby became Ida Klawanski, That Nathan Klawanski is now dead.

3. That she desires that her name (Ida Klawanski) shall be changed to Ida Klawans, as she has always called herself and been known as Ida Klawans and she has property rights of record in the name of Ida Klawans.

4. That she has no creditors and no person will be affected injuriously by the proposed change of name.

Your petitioner prays that her name be changed to Ida Klawans.

E. Klawans, Solicitor. Ida Klawans, Petitioner.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 3rd day of September, 1942, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Ida Klawanski and she did make oath in due form of law that the matters and facts set forth in the foregoing petition are true and bonafide as therein stated.

Witness my hand and notarial seal.

(NOTARIAL SEAL) Shirley Weinberg

Notary Public.

Filed Sept. 3rd., 1942

DECREE

Upon consideration of the aforegoing petition and affidavit, it is this 3rd., day of September, 1942, by the Circuit Court for Anne Arundel County sitting in Equity, adjudged, ordered, and decreed that the name of Ida Klawanski, of Annapolis, Maryland, be, and it is hereby, changed from Ida Klawanski to Ida Klawans, 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, A.J.

Filed Sept. 3rd., 1942.

KENNETH C. PROCTOR, Assignee	:	No. 8415 Equity
vs.	:	In the Circuit Court for
EVELYN A. HARRISON	:	Anne Arundel County.

NOTICE TO DOCKET FORECLOSURE SUIT.

Mr. Clerk:

Please docket the above entitled suit and file the attached mortgage as "Exhibit A".

Kenneth C. Proctor.

France, Rouzer & Lentz,

Solicitors for Plaintiff.

Filed Sept. 5th., 1942.

PETITIONER'S "EXHIBIT A"

(Md. State Stamps $4.80)

THIS MORTGAGE, made this 30th day of January in the year one thousand nine hundred and forty-two, by and between, EVELYN A. HARRISON, Divorced, party of the first part, Mortgagor; and DR. WILLIAM RIENHOFF, WILLIAM H. MOORE 111, EDMOND S. DONOHO and TALBOT T. SPEER, parties of the second part, Mortgagees.

WHEREAS, the said Mortgagor stands bona fide indebted unto the said Mortgagees -------- ---------- in the full and just sum of FORTY-EIGHT HUNDRED THIRTY-THREE DOLLARS and THIRTY-FOUR CENTS ($4833.34), being cash money this day loaned and advanced by the latter to the former, which said principal sum of money the said Mortgagor hereby covenants and agrees to repay unto the said Mortgagees in instalments as follows: in monthly instalments of One Hundred Sixty-Six Dollars and Sixty-Six Cents ($166.66) each, the first instalment commencing one month from the date hereof and the remaining instalments being payable monthly thereafter up to and including thirty months from the date hereof, when the entire balance of the principal indebtedness due hereunder shall thereupon become due and payable, together with interest to accrue thereon at the rate of six per centum per annum, payable monthly on the unpaid balances of the principal indebtedness due hereunder, both principal and interest being payable in lawful money of the United States of America; and

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00), the receipt whereof is hereby acknowledged, the said party of the first part, Mortgagor, does hereby grant and convey unto the said parties of the second part, Mortgagees, as tenants in common, their heirs and assigns, in fee simple, all those lots of ground situate at Odenton, in the Fourth Election District of Anne Arundel County, Maryland.

THE FIRST thereof being known and designated as Lot No. 27, according to a survey by Edward Hall, Jr., dated July, 1938, the plat of which is recorded among the Land Records of Anne Arundel County, more particularly described as follows:

BEGINNING for Lot No. 27 at the intersection of the lot line between Lots Nos. 27 and 28 and the center line of Watts Street, as shown on the Plat of Odenton, to be sixty feet wide; thence leaving Lot No. 28 and with the center of Watts Street south nineteen degrees sixteen minutes west two hundred eight and seventy-two one-hundredths feet to the center line of Second Avenue as laid out sixty feet wide; thence leaving Watts Street and with the center line

of Second Avenue north seventy degrees forty-four minutes west two hundred eight and seventy-two one-hundredths feet to the line between Lots Nos. 27 and 40; thence leaving Second Avenue and with Lot No. 40, north nineteen degrees sixteen minutes east thirty feet to a pipe; thence north nineteen degrees sixteen minutes east one hundred seventy-eight and seventy-two one-hundredths feet to the line of Lot No. 28; thence leaving Lot No. 40 and with the line of Lot No. 28; south seventy degrees forty-four minutes east two hundred eight and seventy-two one-hundredths feet to the beginning.

BEING, a portion of the property described in a Deed from Adolph Gutberlet and wife to the within named Mortgagor, dated July 1, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 238, folio 293.

THE SECOND thereof being a 0.367 acre lot according to a survey and plat made by J. Revell Carr, dated December, 1941, more particularly described as follows:

BEGINNING for the same at an iron pipe now set on the south side of Third Avenue, as shown on a plat recorded in Liber S.H. 34, folio 604, the said mentioned Third Avenue is the main road leading through Odenton to Fort Meade and is now paved, the said pipe and place of beginning is in the westernmost outline of a lot of ground heretofore conveyed by Andrew Disney, Senior, and Virginia Disney, his wife, to Lester Lee Disney and Ella Disney, his wife, by deed dated March 1, 1904 and recorded in Liber G. W. 35, folio 421, thence leaving the said mentioned Third Avenue, and running with and reverse of the said last mentioned line, and parallel with Nevada Street, south nineteen degrees no minutes west one hundred seventy-eight and eight tenths feet to another iron pipe at the northwest corner of Lot No. 45 adjoining hereto on the south, thence with part of the southern boundary line of the said mentioned lot conveyed as aforesaid to Lester L. Disney, south seventy-one degrees no minutes east eighty-nine and four tenths feet to a stake, thence leaving the said lot No. 45 and also the southern boundary line last mentioned and running parallel with the said mentioned Nevada Street and for a division line as now fixed by this survey, north nineteen degrees no minutes east one hundred seventy-eight and eight tenths feet to a stake now set on the south side of the first mentioned Third Avenue, which said stake is distant the two following courses and distances from the beginning point in the deed to Lester L. Disney as aforesaid, which beginning point is the intersection of the center line of the said mentioned Nevada Street, and the center line of the said mentioned Third Avenue, (FIRST COURSE) from the said mentioned intersection, south nineteen degrees no minutes west thirty feet, (SECOND COURSE) north seventy-one degrees no minutes west one hundred nineteen and four tenths feet to the said stake at the end of the said mentioned north nineteen degrees no minutes east one hundred seventy-eight and eight tenths foot line, which is the northeast corner of the lot now being described, thence running along the south side of the said mentioned Third Avenue, north seventy-one degrees no minutes west eighty-nine and four tenths feet to the place of beginning, containing within the lines of this description 0.367 acres of land.

BEING a part of the above mentioned conveyance to Lester L. Disney and wife by Andrew Disney, Sr. by deed dated as aforesaid March 1, 1904 and recorded in Liber G. W. 35, folio 421, which said mentioned conveyance to the said mentioned Lester L. Disney is lot No. 46 as shown on the aforesaid plat recorded in Liber S. H. 34, folio 604. The said Ella O.Disney predeceased her husband Lester L. Disney.

BEING, all of the property described in the Deed from Lester L. Disney, Widower, to Evelyn A. Harrison, dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

BEGINNING for the second thereof being all that easement described in a Deed from Lester L. Disney, Widower to Evelyn A. Harrison, dated the _____ day of _____ 1942, and recorded immediately prior hereto among the Land Records of Anne Arundel County, granting the right to pipe water from the well etc., reference to which Deed is hereby made for a more full and particular description of the rights hereby conveyed.

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

TO HAVE AND TO HOLD the said lots of land, with the improvements and appurtenances aforesaid, unto the said parties of the second part, Mortgagees, as tenants in common, their heirs and assigns, in fee simple, forever.

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

BUT upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

AND upon any default in the terms of this mortgage, a sale may be made by the said mortgagees, their personal representatives, or assigns, or by their attorney under Article LXVl, sections 6 to 10 inclusive, of the Maryland Code of 1904, Public General Laws, or any other general or local laws of the State of Maryland relating to mortgages. And such sale shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots; and the sale shall be made after giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the County in which the land is situate; and the party selling may also give such other notice as he may deem expedient; and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient.

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

AND it is covenanted that until default be made in any covenant or condition of this mortgage (but not thereafter), the said mortgagor, his heirs, personal representatives, or assigns shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, public dues and charges the said Mortgagor for himself, his heirs, personal representatives, and assigns covenants to pay when legally due, and upon payment thereof to exhibit to the mortgagees the receipted bills thereof, at the place of business of the mortgagees, or their agent.

And upon any default in any of the covenants of this mortgage, the mortgagees shall be entitled, without notice to the mortgagor, to the immediate appointment of a receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the mortgagees as additional security.

AND the said mortgagor covenants to keep the improvements on the land insured against loss by fire, in an insurance company or companies selected by, and in an amount designated by the said mortgagee, and to cause all of the policies covering said premises to be so framed or indorsed as in case of fire to inure to the benefit of the said mortgagees, their personal representatives, or assigns, to the extent of their lien or claim under this mortgage, and to deliver all of the policies covering said premises to the mortgagees, to be kept by the mortgagees. And in the event of any loss by fire the insurance company or companies are hereby directed by the mortgagor to make payment for such loss to the mortgagees and mortgagees only, and not to the mortgagor /jointly; such payment at the option of the mortgagees may be applied to the extinguishment of the principal, interest and expenses secured by this mortgage whether then due or not, but shall not exceed the amount payable under this mortgage; provided that the mortgagees in lieu of such application may, in writing, consent to the use by the mortgagor of said insurance money for the reconstruction of the improvements on the mortgaged property.

AND the said mortgagor covenants to warrant specially the said property and to execute such further assurances thereof as may be requisite.

WITNESS: the hand and seal of the within named Mortgagor.

Witness: Evelyn A. Harrison (SEAL)

Powell Vickers

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY that on this 30th day of January, in the year one thousand nine hundred and forty-two before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, the undersigned Officer personally appeared EVELYN A. HARRISON, Divorced, and known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and further acknowledged the aforegoing mortgage to be his act.

At the same time also personally appeared C. F. Morrison, Jr. Agent of the within named mortgagees and made oath in due form of law that the consideration set forth in said mortgage is true and bonafide as therein set forth; and also made oath that he is the agent of

the mortgagee.

In Testimony Whereof, I have affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Powell Vickers

My Commission expires 5/2/43 Notary Public.

Filed Sept. 5th,1942

FOR VALUE RECEIVED, We hereby assign the within mortgage and the mortgage indebtedness hereby secured unto The Equitable Trust Company.

WITNESS: our hands and seals the 30th day of January 1942.

Witness: Francis Key Murray — Dr. William Rienhoff (SEAL)

Francis Key Murray — William H. Moore (SEAL)

H. Elizabeth Carr — Edmond S. Donoho (SEAL)

Josephine H. Holloway — Talbot T. Speer (SEAL)

Received for Record 2 day of Feby. 1942, at 11 o'clock A.M. and same day recorded in Liber J.H.H. No. 252, folio 366, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

FOR VALUE RECEIVED and for the purpose of foreclosure, we hereby assign the within mortgage and the mortgage indebtedness thereby secured unto Kenneth C. Proctor.

IN WITNESS WHEREOF The Equitable Trust Company has caused this Short Assignment to be executed this 31st day of August, 1942.

Attest: (CORPORATE SEAL) THE EQUITABLE TRUST COMPANY

W. A. Koerber — By Arthur Lee Hoff

Asst. Secretary. — Vice-President

Received for Record 5 day of Sept. 1942, at 10-25 o'clock A.M. and the same day recorded in Liber J.H.H. No. 252, fol.366, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

KENNETH C. PROCTOR, Assignee — No. 8415 Equity

vs. — In the Circuit Court for

Evelyn A. Harrison — Anne Arundel County.

AFFIDAVIT RE. MILITARY SERVICE

STATE OF MARYLAND: CITY OF BALTIMORE: SS:

I HEREBY CERTIFY that on this 23rd day of September, 1942, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, Arthur Lee Hoff, 2nd Vice-President of The Equitable Trust Company (the equitable plaintiff in the above entitled case) and made oath in due form of law that, to the best of his knowledge, information and belief, the defendant, Evelyn A. Harrison, is not in the military service of the United States of America.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) ANNA D. SPILMAN

Notary Public.

Filed Sept. 24th., 1942.

STATEMENT OF MORTGAGE CLAIM.

Principal amount due under mortgage dated January 30, 1942 $4,333.36 °

° With interest at 6% per annum from July 1, 1942.

Kenneth C. Proctor

France Rouzer & Lentz

Solicitors for Plaintiff

STATE OF MARYLAND: CITY OF BALTIMORE: SS:

I HEREBY CERTIFY that on this 22 day of September, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Kenneth C. Proctor, plaintiff in the above entitled case, and made in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in said cause now remaining due and unpaid.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Roland H. Brady

Notary Public.

Filed Sept. 24th., 1942.

Bond --Filed & Approved this 2nd day of Oct.,1942. --John H. Hopkins, 3rd., Clerk.

KNOW ALL MEN BY THESE PRESENTS: That we, Kenneth C. Proctor of Baltimore, Maryland as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate, under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand and 00/100 -----Dollars ($5,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 1st day of October, in the year of our Lord, nineteen hundred and forty-two.

WHEREAS, the above bounden Kenneth C. Proctor, Assignee by virtue of the power contained in a mortgage from Evelyn A. Harrison to Equitable Trust Company bearing date the 30th day of January, 1942 and recorded among the Land Records of Anne Arundel County in Liber J H H No. 252 Folio 362 and Kenneth C. Proctor, 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 Kenneth C. Proctor, 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 Kenneth C. Proctor (Seal)

in the presence of (CORPORATE SEAL) UNITED STATES FIDELITY AND GUARANTY COMPANY

Dorothy M Klipper BY Howard J. McNamara

D. F. Rodgers Attorney-in-fact

Witness to Surety

Filed October 2nd 1942.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Kenneth C. Proctor, Assignee of the mortgage from Evelyn A. Harrison to Dr. William Rienhoff, et al., dated January 30, 1942, filed as "Petitioner's Exhibit A" in the above entitled cause, said Assignee being authorized by said mortgage to sell the property therein described, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by said mortgage, which bond was duly approved, and having given notice of the time, place, manner and terms of sale by an advertisement inserted in The Maryland Gazette, a newspaper of general circulation in Anne Arundel County, in the issues of said newspaper published on September 10, 17 and 24, 1942, said Assignee, pursuant to said notice, on Monday, the 5th day of October, 1942, at 12 o'clock noon, did attend on the premises and then and there sold the aforesaid property at and for the sum of Twenty-four Hundred Dollars ($2,400) to Peter M. Joze, whose address is Odenton, Maryland, he being then and there the highest bidder for said property; that the purchaser has satisfactorily complied with the terms of sale.

Kenneth C. Proctor,
Assignee

STATE OF MARYLAND: CITY OF BALTIMORE: SS:

I HEREBY CERTIFY that on this 5th day of October, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared -------- Kenneth C. Proctor, Assignee, petitioner in the above entitled proceedings, who 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 thereby reported was fairly made.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL)

Julia A. Knoerr
Notary Public.

My Commission Expires May 3, 1943.

Filed October 6th., 1942.

ORDER NISI.

Ordered, this 6th., day of October, 1942, that the sale of the property mentioned in these proceedings made and reported by Kenneth C. Proctor, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 7th., 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 7th., day of November next.

The report states that the amount of sales to be $2,400.00

John H. Hopkins, 3rd., Clerk;

Certificate of Publication

Annapolis, Md., November 4, 1942

We hereby certify, that the annexed Order Nisi - No. 8415 Equity- Kenneth C. Proctor, Assignee vs. Evelyn A. Harrison 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 November, 1942. The first insertion being made the 8 day of October, 1942.

THE CAPITAL-GAZETTE PRESS, Inc.
BY ANNE BENNETT.

Filed Nov. 25th 1942

ORDERED BY THE COURT, This 25th., day of November, 1942, 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.

Filed Nov. 25th 1942.

KENNETH C. PROCTOR, Assignee

vs.

EVELYN A HARRISON

No. 8415 Equity

In the Circuit Court for

Anne Arundel County.

Petition to substitute Purchasers and Order of Court thereon.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Peter M. Joze and Barbara Joze, his wife, respectfully shows:

1. That the Petitioner, Peter M. Joze, purchased from Kenneth C. Proctor, Assignee, in the above case, certain property consisting of two lots and improvements thereon, located in the Fourth Election District of Anne Arundel County, as appears in the Report of Sale filed in these proceedings.

2. That, since said purchase, the said Peter M. Joze, intended to purchase the property in the name of Peter M. Joze, and Barbara Joze, his wife, as tenants by the entireties.

Your Petitioners therefore pray your Honors to pass an Order substituting the said Peter M. Joze and Barbara Joze, his wife, as purchasers of the said property, in the place and stead of Peter M. Joze.

Peter M. Joze

Barbara Joze

I hereby assent to the substitution of Peter M. Joze and Barbara Joze, his wife as purchasers, in the place and stead of Peter M. Joze, as prayed.

Kenneth C. Proctor,

Assignee.

Filed Nov. 7th., 1942

ORDER OF COURT

ORDERED this 10th day of November 1942, that Peter M. Joze and Barbara Joze, his wife be, and they are hereby sutstituted as purchasers in the place and stead of Peter M. Joze, as prayed.

Ridgely P. Melvin, Judge.

Filed Nov. 10, 1942.

AUDITOR'S REPORT AND ACCOUNT

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she 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. Kenneth C. Proctor, Assignee, vs. Evelyn A. Harrison in ac. with Kenneth C. Proctor, Assignee

To Assignee for fee, as provided in mortgage	$ 50.00	$
To Assignee for commissions on sale	105.56	155.56
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	13.50	
Auditor - this account	9.00	32.50
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale order nisi on	54.00	
Capital-Gazette Press - report of sale order nisi on	5.00	
Capital-Gazette Press - this account	5.00	
Capital-Gazette Press - this account	5.00	
Bland & Dugan, Inc., - bond premium	20.00	
George W. Scible - auctioneer	15.00	
France, Rouzer & Lentz - notary fees, etc.	2.06	
Clerk of Court - recording assignment	1.75	
One-half Federal revenue stamps	1.38	
One-half State revenue stamps	1.20	105.39
To Assignee for Taxes, viz:		
1942 State & County taxes on Lot 27-		
($157.60 - adjusted to day of sale)		120.35
To The Equitable Trust Company, assignee		
of the mortgage filed in these proceedings		
this balance on account mortgage claim		2,008.60
		$2,422.40

Amount of mortgage claim filed	$4,333.36	
Interest at 6% from 7/1/42 to 10/5/42	67.88	
	$4,401.24	
Cr. Amount allowed as above	2,008.60	
Balance subject to decree in personam	$2,392.64	

Cr. Oct. 5, 1942 Proceeds of sale	$2,400.00
Interest on deferred payment from 10/5/42 to 12/15/42	22.20
	$2422.20
Refund 1942 State & County taxes on .367 acre lot ($1.21 adjusted to 10/5/42)	.20
	$2,422.40

Filed Dec. 23rd., 1942.

ORDER NISI.

ORDERED, This 23rd., day of December, 1942, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 25th day of January, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of January, next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., January 25, 1943.

We hereby certify, that the annexed Order Nisi - #8415 Equity - Kenneth C. Proctor, Assignee versus - Evelyn A. Harrison 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 25th day of January, 1944. The first insertion being made the 31st day of December, 1942.

THE CAPITAL GAZETTE PRESS, INC.

By Florence Ossey

Filed January 25" 1943.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 29th day of January, 1943, 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, C. J.

Filed Jan. 29" 1943.

Annette Mann	:	No. 8417 Equity
vs.	:	In the Circuit Court for
Louise Adams Mann, Et al	:	Anne Arundel County.

DECREE etc.--

Docket Entries A-8-1941

		Annette Mann
		A-24906
	:	
Clinton Wyatt	:	Louise Adams Mann
	:	F. Josephine Mann
	:	and
	:	Daniel D. L. Brick,
	:	Infant.

10" January 1941 Bill of Complaint for Partition and Sale of Real Estate (1) and Complainants Exhibits Nos. 1 (2) 2 (3) 3 (4) 4 (5) 5 (6) 6 (7) 7 (8) 8 (9) 9 (10) 10 (11) and 11 (12) fd.

Same day Subpoena (13) issd. (Summoned Omnes)

13" February 1941 Petition of Plaintiff for appointment of Guardian ad litem for Daniel D. L. Brick, infant and Order of Court thereon appointing Joseph C. Mazziotte, such guardian (14) fd.

Same day Answer of Joseph C. Mazziotte Guardian ad litem for infant defendant (15) fd.

Same day App. of Louise Adams Mann and F. Josephine Mann, in proper person and their answer (16) fd.

Same day Petition of Complainant for leave to take testimony before an Examiner and Order of Court thereon granting same (17) fd. (Hill)

31" January 1942 Depositions (18) fd.

2" February 1942 Submission for Decree (19) fd.

Same day Order of Reference (Latane) (20) fd.

21" February 1942 Report of Master fd.

Same day Interlocutory Decree (21) fd.

30" April 1942 Commission to Make Partition (22) issued

18" May 1942 Return of the Commissioners (23) fd.

1" June 1942 Submission for Decree (24) fd.

Same day Order of Reference (Latane') (25) fd.

21" August 1942 Report of Master fd.

Same day Decree of Court ratifying and confirming Return of Commissioners, etc. (26) fd.

ANNETTE MANN,
Complainant

VS.

DANIEL D. L. Brick, infant
Defendants

In the Circuit Court for
Baltimore City
No. 8417 Equity
In The Circuit Court for
Anne Arundel County

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Oratrix, Annette Mann, complaining says:

FIRST: That Nathan A. Mann, late of Baltimore City, Maryland, died intestate on December 18, 1937;

SECOND: That Charlotte D. Mann, wife of the said deceased, Nathan A. Mann, predeceasing her said husband, died on July 24, 1926, in the City of Baltimore, State of Maryland;

THIRD: That five children were born as the result of the marriage of the said deceased, Nathan A. Mann and Charlotte D. Mann; namely, Nathan Paul Mann, son, Charlotte Belle Brick, daughter, Louise Adams Mann, daughter, F. Josephine Mann, daughter, and your Complainant, Annette Mann, daughter. The said Nathan Paul Mann, predeceasing his said father and mother, died on or about the 4th day of August, 1901, without leaving any children or other descendants surviving him. The said daughter, Charlotte Belle Brick, who survived her said mother but predeceased her said father, Nathan A. Mann, died on or about the 9th day of March, 1931, being survived by her son, the infant Defendant, Daniel D. L. Brick;

FOURTH: The said deceased, Nathan A. Mann, after the death of his said wife, Charlotte D. Mann, on the 24th day of July, 1926, as above mentioned, never remarried; and at the time of the death of the said Nathan A. Mann, he was survived by his said daughters, Louise Adams Mann and F. Josephine Mann named as Defendants herein, and by the Complainant, Annette Mann, as the daughter of the said deceased, and by the infant Defendant, Daniel D. L. Brick, as grandson of the said deceased; that the three said daughters and the said grandson of the deceased constitute and comprise the sole heirs-at-law and next-of-kin surviving the deceased

at the time of his death on December 18, 1937, each of the said parties hereto being unmarried.

FIFTH: That upon the death of the said deceased, Nathan A. Mann, he was seized and possessed in fee simple of the lots or parcels of ground situate, lying and being in the City of Baltimore, State of Maryland, hereinafter mentioned and described:

(1) Lots respectively numbered 13, 14 and 15 in Section AA, lots respectively numbered 25 and 26 in Section H, lots respectively numbered 3 and 4 in Section M and lots respectively numbered 13, 14, 15, 16 and 17 in Section S as such respectively numbered lots are laid down on a plat of Curtis Heights prepared by S. J. Martinet & Company and duly recorded among the land records of Anne Arundel County in Liber G. W. No. 1, folio 129 (but mentioned as folio 144 in the deed) the same being and constituting a part but not all of the lots or parcels of ground which were granted and conveyed in fee simple unto the said Nathan A. Mann by The Mardel Company, a body corporate of the State of Maryland, by deed dated the 25th day of August, 1926, and duly recorded among the land records of Baltimore City, Maryland, in Liber SCL No. 4629, folio 193, a certified copy of said deed being filed herewith as a part hereof and marked "Complainant's Exhibit No. 1."

(2) Lots respectively numbered 7, 8, 9, and 10 in Section L, lots respectively numbered 20, 21, 22, 23, 24 and 25 in Section G and lots respectively numbered 3 and 4 in Section K as such respectively numbered lots are laid down on a plat of Curtis Heights prepared by S. J. Martinet & Company and duly recorded among the land records of Anne Arundel County in Liber GW No. 1, folio 129, the same being and constituting all of the lots or parcels of ground which were granted and conveyed in fee simple unto the said Nathan A. Mann by the Mardel Company, a body corporate of the State of Maryland, by deed dated the 31st day of May, 1929, and duly recorded among the land records of Baltimore City, Maryland, in Liber SCL No. 5453, folio 46, a certified copy of said deed being filed herewith as a part hereof and marked "Complainant's Exhibit No. 2".

(3) Lot numbered 24 in Section L as such numbered lot is laid down on a plat of Curtis Heights prepared by S. J. Martinet & Company in Liber GW No. 1, folio 129, the same being and constituting a part but not all of the lots or parcels of ground which were granted and conveyed in fee simple unto the said Nathan A. Mann by The Mardel Company, a body corporate of the State of Maryland, by deed dated the 27th day of January, 1927, and duly recorded among the land records of Baltimore City, Maryland, in Liber SCL No. 4693, folio 396, a certified copy of said deed being filed herewith as a part hereof and marked "Complainant's Exhibit No. 3".

(4) All that certain lot of ground situate in Baltimore City, State of Maryland, having a frontage of thirty-four (34) feet on the Northeasterly side of Jackson Street with an even depth Northeasterly of one hundred fifty (150) feet to the Southwesterly side of Calvert Street, the same being all of lot numbered 16 and the adjoining Northwesternmost part of lot numbered 17 with an even width of eight feet fronting on the Northeasterly side of Jackson Street and an even depth northeasterly of one hundred fifty (150) feet as the said lots are laid down and shown on Section L of the said plat of Curtis Heights prepared and recorded as aforesaid, the said lot of ground being, also, a part but not all of the lots or parcels of ground which were granted and conveyed in fee simple unto the said Nathan

A. Mann by The Mardel Company, by deed dated the 22nd day of May, 1928, and duly recorded among the land records of Baltimore City, Maryland, in Liber SCL No. 4883, folio 222, a certified copy of said deed being filed herewith as a part hereof and marked "Complainant's Exhibit No. 4".

(5) Lots respectively numbered 7, 8, 9 and 10 in Section BB, lots respectively numbered 9 and 10 in Section G as such respectively numbered lots are laid down on a plat of Curtis Heights prepared by S. J. Martinet & Company and duly recorded among the land records of Anne Arundel County in Liber GW No. 1, folio 129, the same being and constituting a part but not all of the lots or parcels of ground which were granted and conveyed in fee simple unto the said Nathan A. Mann by The Mardel Company, a body corporate of the State of Maryland, by deed dated the 21st day of June, 1928, and duly recorded among the land records of Baltimore City, Maryland, in Liber SCL No. 4940, folio 544, a certified copy of said deed being filed herewith as a part hereof and marked "Complainant's Exhibit No. 5".

(6) Lots respectively numbered 10, 11, 12 and 13 in Section N as such respectively numbered lots are laid down on the aforesaid plat of Curtis Heights, the same being and constituting the same lots or parcels of ground which were granted and conveyed in fee simple unto the said Nathan A. Mann by the said The Mardel Company, by deed dated the 24th day of March, 1931, and duly recorded among the land records of Baltimore City, Maryland, in Liber SCL No, 5453, folio 45, a certified copy of said deed being filed herewith as a part hereof and marked "Complainant's Exhibit No. 6".

(7) Lots respectively numbered 1 and 2 in Section K on the plat of Curtis Heights, said lots having a combined frontage of fifty feet on the easternmost side of Third Street with an even width for depth of one hundred twenty-five feet binding on the southernmost side of Jack Street, the same being and constituting the lots or parcels of ground which were granted and conveyed in fee simple unto the said Nathan A. Mann by Harry Geis by deed dated the 19th day of October, 1932, and duly recorded among the land records of Baltimore City, Maryland, in Liber SCL No. 5330, folio 118, a certified copy of said deed being filed herewith as a part hereof and marked "Complainant's Exhibit No. 7".

(8) Lot numbered 16 in Section AA as such numbered lot is laid down on a plat of Curtis Heights prepared by S. J. Martinet & Company and duly recorded among the land records of Anne Arundel County in Liber GW No. 1, folio 129, the same being and constituting the lot or parcel of ground which was granted and conveyed in fee simple unto the said Nathan A. Mann by John J. Rossiter and Hattie E. Rossiter, his wife, by deed dated the 4th day of September, 1930, and duly recorded among the land records of Baltimore City, Maryland, in Liber SCL No. 5453, folio 39, a certified copy of said deed being filed herewith as a part hereof and marked "Complainant's Exhibit No. 8".

SIXTH: That upon the death of the said deceased, Nathan A. Mann, he was seized and possessed in fee simple of one lot or parcel of ground situate, lying and being in the County of Baltimore, State of Maryland, known as lot numbered 69 in Block D on Illinois Avenue as shown on the plat of Baltimore Highlands, which plat is recorded among the plat records of Baltimore County aforesaid in Plat Record Book JWS No. 2, folio 379, the same being and constituting one of the lots or parcels of ground which were granted and conveyed in fee simple unto the said Nathan A. Mann and Charlotte D. Mann, his wife, as tenants by the entireties, by Baltimore Highlands Realty Company, a body corporate of the State of Maryland by deed dated the ___ day

of _____, 1914, and duly recorded on the 25th day of May, 1914, among the land records of Baltimore County aforesaid in Liber WPC No. 429, folio 220, a certified copy of said deed being filed herewith as a part hereof and marked "Complainant's Exhibit No. 9", the said Charlotte D. Mann having predeceased her said husband, Nathan A. Mann, as hereinbefore mentioned, thereby vesting the absolute title in and to said lot of ground in the said Nathan A. Mann in fee simple as her surviving husband.

SEVENTH: That upon the death of the said deceased, Nathan A. Mann, he was seized and possessed in fee simple of the lots or parcels of ground situate, lying and being in Anne Arundel County, State of Maryland, hereinafter mentioned and described:

(1) Lot numbered 12 in Section C as said lot is laid down on a plat of Curtis Heights prepared by S. J. Martinet & Company and duly recorded among the land records of Anne Arundel County in Liber GW No. 1, folio 129, being the same lot of ground which was granted and conveyed in fee simple unto the said Nathan A. Mann and Charlotte D. Mann, his wife, as tenants by the entireties, by Patric Donlon and Blanche M. Donlon, his wife, by deed dated the ____ day of August, 1925, and duly recorded among the land records of Anne Arundel County, Maryland, on the 22nd day of June, 1927, in Liber FSR No. 17, folio 364, a certified copy of the said deed being filed herewith as a part hereof and marked "Complainant's Exhibit No. 10," the said Charlotte D. Mann having predeceased her said husband, Nathan A. Mann, as hereinbefore mentioned, thereby vesting the absolute title in and to said lot of ground in the said Nathan A. Mann in fee simple as her surviving husband.

(2) Lot numbered 11 in Section or Block C, as laid down on a plat of Curtis Heights prepared by S. J. Martinet & Company and duly recorded among the land records of Anne Arundel County in Liber GW No. 1, folio 129, the same being a part but not all of the lots or parcels of ground which were granted and conveyed in fee simple unto the said Nathan A. Mann and Charlotte D. Mann, his wife, as tenants by the entireties, by Wanda B. Miedzeanowski, widow, by deed dated the 24th day of May, 1922, and duly recorded among the land records of Anne Arundel County, Maryland, in Liber WNW No. 52, folio 399, a certified copy of said deed being filed herewith as a part hereof and marked "Complainant's Exhibit No. 11," the said Charlotte D. Mann having predeceased her said husband, Nathan A. Mann, as hereinbefore mentioned, thereby vesting the absolute title in and to said lot of ground in the said Nathan A. Mann in fee simple as her surviving husband.

EIGHTH: That on the 31st day of January, 1938, letters of administration of all goods, chattels, credits and personal estate of the said Nathan A. Mann, deceased, he having died intestate and without leaving a Last Will and Testament as hereinbefore mentioned, were granted and committed unto The Equitable Trust Company, a body corporate of the State of Maryland, as the Administrator of the personal estate of the said deceased; and your Oratrix alleges, as she has been informed, that the personal estate of the said deceased has been fully administered, and that payment in full has been made by the said Administrator of all the debts, liabilities and obligations of the deceased and of all costs, expenses and charges incident to the burial of the deceased and to the settlement and administration of his said estate, and that all of the lots of ground hereinbefore mentioned and described are free and clear of any and all charges, liens mortgages or other encumbrances whatsoever.

NINTH: That upon the death of the said Nathan A. Mann, intestate and without leaving

a Last Will and Testament as hereinbefore mentioned, the title in and to all and every of the lots or parcels of ground hereinbefore mentioned and described devolved upon and became vested absolutely in fee simple with respect to an undivided one-fourth interest therein in your Oratrix, Annette Mann, daughter of the said deceased, unmarried, and with respect to an undivided one-fourth interest therein in Louise Adams Mann, daughter of the said deceased, unmarried, and with respect to an undivided one-fourth interest therein in F. Josephine Mann, daughter of the deceased, unmarried, and with respect to an undivided one-fourth interest therein in Daniel D. L. Brick, infant grandchild of the said deceased under the age of twenty-one years and unmarried, the said infant being the only child of Charlotte Belle Brick, daughter of the said deceased, Nathan A. Mann, who predeceased the said Nathan A. Mann as hereinbefore mentioned; that your Oratrix, Annette Mann , unmarried daughter of the said deceased, is the party Complainant to this Bill of Complaint, and that the said Louise Adams Mann and the said F.Josephine Mann, unmarried daughters of said deceased, and the said Daniel D. L. Brick, unmarried infant grandchild of the said deceased, are parties Defendant to this Bill of Complaint.

TENTH: That the majority of the lots or parcels of ground hereinbefore mentioned and described of which the said Nathan A. Mann died seized and possessed in fee simple are susceptible of partition in kind among the parties hereto as the sole heirs and next-of-kin of the said Nathan A. Mann, late of Baltimore City, deceased, without loss or injury to them or any of them, but the balance of said lots or parcels of ground cannot be so divided without loss or injury to the said parties entitled thereto as herein mentioned and set forth; but that for the reason that the said Daniel D. L. Brick is an infant under the age of twenty-one years, such partition or sale cannot be made without the aid of this Honorable Court.

TO THE END, THEREFORE:

(1) That a decree may be passed by this Honorable Court for a partition of the lots or parcels of ground hereinbefore mentioned and described among the parties entitled thereto according to their respective interests therein as hereinbefore mentioned and set forth.

(2) That a commission may be the decree or order of this Honorable Court issue to certain persons to be named therein to make partition between the parties hereto accordingly as their respective interests in said lots or parcels of ground may appear.

(3) That upon the due and proper return of the commissioners so to be appointed, a decree may be passed herein by this Honorable Court finally allotting the aforesaid lots or parcels of ground to the parties hereto according to their respective interests therein.

(4) That a decree may be passed by this Honorable Court herein for the sale of such of said lots or parcels of ground as may not be susceptible of partition in kind among the parties interested therein without loss or injury to the said parties so interested, and that a trustee or trustees may be appointed by the order or decree of this Honorable Court to make such sale or sales thereof as may be so required.

(5) That your Oratrix may have such other and further relief as the nature and circumstances of her case may require.

MAY IT PLEASE YOUR HONOR to grant unto your Oratrix the Writ of Subpoena directed to the said Defendants, Louise Adams Mann, unmarried, F. Josephine Mann, unmarried, and Daniel D. L. Brick, unmarried infant under the age of twenty-one years, all residing at Number 1507 Ralworth Road in the City of Baltimore, State of Maryland, commanding them and each of them to be and

appear in this Honorable Court on some day certain to be named therein and to answer the allegations of this Bill of Complaint and to abide by and perform such decree as may be passed herein.

AND AS IN DUTY BOUND, etc.

Annette Mann
Complainant

Clinton Wyatt
Solicitor for the Complainant

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this the fifth day of December in the year 1939 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Annette Mann, the Complainant in the aforegoing Bill of Complaint, and made oath in due form of law that the matters and facts as set forth in said Bill of Complaint are true to the best of her knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(_____)

William E. Bauer (SEAL)
Notary Public.

ANNETTE MANN
vs.
LOUISE ADAMS MANN, Et al

In The Circuit Court of
Baltimore City
A 1941 - 8

DECREE

This cause standing ready for hearing, and being submitted, the proceedings were by the Court read and considered; and it is thereupon, this 21st day of August, 1942, by the Circuit Court of Baltimore City, ADJUDGED, ORDERED and DECREED, that the Return of the Commissioners appointed to make partition of the real estate mentioned and described in these proceedings and the partition and division thereof made by them, be and the same is hereby ratified and confirmed.

And it is further ADJUDGED, ORDERED AND DECREED, that ANNETTE MANN shall hold in severalty, and not jointly or in common with the other parties to this suit, all those lots or parcels of ground mentioned and described in these proceedings, which are set forth and listed in the Return of said Commissioners, as DIVISION A, and allotted to her in said Return as follows: the following lots in Baltimore City as shown on the Plat of Curtis Heights: Section AA, Lots numbered 13, 14, 15 and 16; Section G, Lots numbered 24 and 25; Section L, Lots numbered 9 and 10; Section L, Lot numbered 16 and the Northwestermost 8 feet of Lot numbered 17; and the following lot in Baltimore County as shown on the Plat of Baltimore Highlands: Block D, Lot numbered 69.

And it is further ADJUDGED, ORDERED and DECREED, that LOUISE ADAMS MANN shall hold in severalty, and not jointly or in common with the other parties to this suit, all those lots or parcels of ground mentioned and described in these proceedings, which are set forth and listed in the Return of said Commissioners, as DIVISION B, and allotted to her in said Return as follows: the following lots in Baltimore City as shown on the Plat of Curtis Heights, Section BB, lots numbered 7, 8, 9 and 10; Section L, Lot numbered 24; Section K, Lots numbered 1, 2, 3 and 4; and the following lots in Anne Arundel County as shown on the Plat of Curtis Heights: Section C, Lots numbered 11 and 12.

And it is further ADJUDGED, ORDERED and DECREED, that F. Josephine Mann shall hold in

For further proceedings in this case See J.H.H. No. 55 Folio 1 etc.